

AGENDA
www.townofvaldese.com

Town of Valdese Town Council
102 Massel Avenue SW, Valdese, NC

Monday, March 2, 2026
6:00 p.m., Valdese Town Hall, Council Chambers

The Town Council Meeting will be live-streamed on YouTube [@townofvaldese](https://www.youtube.com/@townofvaldese).

1. Call Meeting to Order

2. Invocation (*Led by the Valdese PD Volunteer Chaplains*)

3. Pledge of Allegiance

4. Informational Items

A. Reading Material

5. Open Forum/Public Comment

6. Consent Agenda

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

A. Approval of Regular Meeting Minutes of February 9, 2026

B. Approval of Budget Amendment – Public Safety Building Construction Documents

C. Approval of Capital Project Ordinance Amendment – Utility Line Replacement Project

D. Approval of Request from Waldensian Style Wines to Sell Wine at Annual Events

E. Approval of Lease Agreement at the Old Rock School with Dr. Kyle Barnes

7. New Business

A. Presentation from VEDIC (*Presented by Kerri Poteat*)

B. State of the Department – Police Department (*Presented by Marc Sharpe*)

C. Public Safety Floor Plan Presentation (*Presented by Todd Herms*)

D. Approval of Acceptance of Property Donation: 101 Fat Avenue NE (*Presented by David Andersen and Tom Kenney*)

E. Approval of Resolution Approving Conveyance of Personal Property to a Nonprofit Organization (*Presented by Truman Walton*)

F. Approval of Resolution Withdrawing Massel Ave Sidewalk Project Application (*Presented by Michael Rapp*)

- G. Approval of Budget Amendment – PD Personnel Budget (*Presented by Bo Weichel*)
- H. Approval of Proposed Amendments to the Code Enforcement and Animal Control - Code of Ordinances (*Presented by Marc Sharpe*)
- I. Approval of Resolution for Posting Security Notice 24 Hour Video Surveillance in Use (*Presented by Marc Sharpe*)

8. Town Manager's Report

- A. Numerous events are scheduled throughout the month of March. An Event Calendar is included in the reading materials for your review and provides details on upcoming activities.
- B. Next Regular Council meeting scheduled for Monday, March 30, 2026, 6:00 p.m., Council Chambers, Valdese Town Hall

9. Mayor and Council Comments

10. Adjournment

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

READING MATERIAL

SPRING

Litter Sweep

**April
11-25
2026**



N.C. Department of Transportation Biannual Cleanup Drive

ncdot.gov/littersweep

Forms, posters, and telephone listings are available on our website.



ADOPT-A-HIGHWAY

Learn how you can help keep North Carolina beautiful.
apps.ncdot.gov/LM



SWAT-A-LITTERBUG

Littering is illegal and a fineable offense upon conviction. G.S. 14-399. Let us know when a person is littering by contacting Litter Management through the Online Swat-A-Litterbug process or by calling the NC State Highway Patrol at *HP or NCDOT Litter Management at **1-800-331-5864**. Find out more at ncdot.gov/litterbug.



Litter Sweep Cleanup Procedures

1. Organize a volunteer group from your workplace, church, club, neighborhood, family, school, local government, etc., composed of people interested in removing roadside litter from their community and showing pride in North Carolina.
2. As soon as possible, choose a state road you would like to clean. You may have a road in mind. It may be a road in your neighborhood – the road in front of your church – any state road you think should be cleaner and would make you prouder of your community.
If you need help choosing a road to clean, call your NCDOT county maintenance office or local coordinator. They can recommend roads that need cleaning in your area.
3. Decide on a date and time to do your cleanup. Remember to determine a rain date in case of inclement weather on the original date.
4. Determine each person's role in the cleanup. Fill in the individual responsible for the following roles:
 - Who will be in charge of safety?
 - Who will pick up supplies needed from the local NCDOT county maintenance office?
Cleanup supplies: Orange safety vests, gloves and orange bags reversible to blue (for recycling plastic, metal and glass) and some counties may have pickup sticks available for you to borrow.
 - Who will count the number of bags of litter?
 - Who will request NCDOT to pick up the bags?
 - Who will be in charge of water and snacks for workers?
 - Additional roles (i.e. who will handle recycling?)
5. Be sure to print all safety procedures for those participating in the cleanup from our website and ask everyone to view the safety videos on the Litter Sweep website prior to your scheduled cleanup.
6. Close and tie the tops of your filled bags. Leave only the orange bags on the roadside several yards from the pavement.
7. For volunteers who do not have an AAH contract, report your pickup online at <https://apps.ncdot.gov/LM/Pickup/OtherPickup>. Your pickup Key is NSLKC. If preferred, you can also call your local coordinator and give the number of bags and their exact location on the road. NCDOT will remove and dispose of the orange bags.
AAH groups should report at <https://apps.ncdot.gov/LM/Pickup>. Use your Pickup Key assigned to you.
8. We encourage you to recycle. To do so, put the items to be recycled in blue recycling bags and take them to a recycling facility of your choice. Remember, it is illegal to put aluminum cans and plastic bottles into landfills and therefore they must be recycled.



Litter Sweep Certificate of Appreciation

Each volunteer may receive a certificate of appreciation suitable for framing as a “thank you” for helping in the cleanup. Simply complete and submit a request form by mail or email litternews@ncdot.gov.

Contact Us

NCDOT - Litter Management
1540 Mail Service Center
Raleigh, NC 27699-1540

Phone: (800) 331-5864
(919) 707-2970

<https://www.ncdot.gov/littersweep>

We will be pleased to answer your questions; mail you a Litter Sweep promotional packet or mail you forms or other information. If you would like your name or your organization’s name placed on our mailing list for future Litter Sweep events, let us know. All Litter Sweep promotional materials can be found on our website.

Safety Rules and Guidelines

For Volunteers

All Volunteers Must:

- Wear a NCDOT approved orange safety vest.
- Wear light-colored clothing that covers arms and legs.
- Wear leather shoes or boots, gloves, a hat and safety glasses.
- Wear clothing that will not divert attention of motorists during cleanup activities.
- Wear clothing that will not impair vision or movement during cleanup activities.
- Carpool to the site to reduce number of vehicles.
- Park all vehicles clear of the roadway and on the same side of the road where volunteers are working.
- Be 12 years of age to participate in a cleanup.
- Furnish adequate supervision by one or more adults 21 years of age or older for groups that have participants 12-17 years of age.
- Pick up litter only during daylight hours.
- Stay off the road at least five feet from the pavement edge.
- Obey all safety rules and guidelines.
- Conduct a safety meeting for all participants prior to each cleanup and go over “Safety Rules and Guidelines for Volunteers” and “Safety Procedures for Litter Pickup”
- Work in small groups.
- Face oncoming traffic when picking up litter and look up often to ensure that no vehicle is encroaching your work area.
- Stay well clear of any construction.
- Stop work in inclement weather.
- During warm weather months, drink plenty of fluids – take breaks – avoid overexertion.
- During cold weather months, dress warmly with layered clothing.
- Be alert for snakes, stinging insects and poisonous plants.
- Avoid contact with noxious weeds and areas where herbicides were applied.
- Use proper lifting and bending techniques.

Volunteers Must Not:

- Use or possess illegal drugs or alcohol during a cleanup.
- Pick up trash on the road surface.
- Pick up trash on bridges, on overpasses or in tunnels.
- Pick up trash on a median.
- Pick up what appears to be hazardous material or any type of container with unknown contents (notify your Adopt-A-Highway coordinator or NCDOT maintenance office if you encounter hazardous objects or holes, guy wires and other hidden obstacles in the ground).
- Attempt to squeeze bags to make room for more trash (injuries from broken or jagged objects can result from this practice).

In Case of Emergency:

- Have an adequate first-aid kit immediately available.
- Know the route from the work area to the nearest medical facility.
- Have transportation immediately available.

For the Safety of Department of Transportation Crews:

- Group the orange bags together and where practical place them at least eight feet from the side of the road to make the job of collecting bags easier and safer for our NCDOT employees.

THANK YOU FOR PARTICIPATING SAFELY!

Community Affairs & Tourism Monthly Stats

February 2026

Tourism Statistics

visitvaldese.com views (Feb 1-18) 5,481

townofvaldese.com views (Feb 1-18) 9,335

Top 5 Pages Viewed (townofvaldese): Utilities, Real Estate Opportunities, Recreation, Schedules & Fees, Career Opportunities

Facebook

of followers 22,015

Page Views (last 28 days) 822,356

Page Visits (last 28 days) 13,796

Facebook Reactions/Feedback (last 28 days)

Content Interactions: 8,579 Link Clicks: 1,336

TOP FIVE AUDIENCE LOCATIONS (Cities): Valdese, Morganton, Drexel, Hickory, Lenoir

Approximate # of Visitors to the Tourism/CA Office 940

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	25
------------	----

TEACHER'S COTTAGE	9
-------------------	---

WALDENSIAN ROOM	11
-----------------	----

CLASSROOMS	1
------------	---

MAJOR EVENT (ENTIRE SCHOOL)	2
-----------------------------	---

Major Events Held at the Old Rock School	Average Number of Attendees
------------------------------------------	-----------------------------

Tiny American Miss Pageant, BCPS Mathcounts Competition	325
---------------------------------------------------------	-----

Monthly Old Rock School Rentals	48
---------------------------------	----

Old Rock School Total Attendance	5,990
----------------------------------	-------

CA Summary for February 2026

Short but busy, February kept the Valdese Community Affairs department occupied with plenty of facility rentals/bookings and event preparation. Over 250 treat bags were filled for the upcoming Lucky Leprechaun and Duck Hunt on March 17th, a partnership with Farris Insurance Agency. The 2026 FFN Summer Concert series was finalized and promotion has begun for the season! The 2026-2027 Bluegrass at the Rock season is almost entirely booked, with two more remaining shows left in the current season. Darin & Brooke Aldridge drew a crowd of 345 patrons on Saturday, February 7th. The March concert will host Appalachian Roadshow and has already sold 200 tickets. The Spring Craft Market is fully booked with vendors and several on the waitlist. The facility hosted two major events this month: the BCPS Mathcounts Competition and the Tiny Miss North Carolina/South Carolina Pageant and also welcome a small tour of the PWRR Museum and RSAF Art Galleries.

March 2026 Events



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Town Council Meeting 6:00 PM- Valdese Town Hall	3	4	5	6	7 Bluegrass at the Rock: Appalachian Roadshow 7:30 pm: Old Rock School
8	9	10	11	12 OCP Presents "Cinderella" 7:30 PM: Old Rock School	13 OCP Presents "Cinderella" 7:30 PM: Old Rock School	14 OCP Presents "Cinderella" 7:30 PM: Old Rock School
15 OCP Presents "Cinderella" 2:30 PM: Old Rock School	16	17 Lucky Leprechaun Hunt 9-5 PM- Downtown	18	19 OCP Presents "Cinderella" 7:30 PM: Old Rock School	20 OCP Presents "Cinderella" 7:30 PM: Old Rock School	21 OCP Presents "Cinderella" 7:30 PM: Old Rock School
22 OCP Presents "Cinderella" 2:30 PM: Old Rock School	23	24	25	26	27	28
29	30 Town Council Meeting 6:00 PM- Valdese Town Hall	31				

FEBRUARY 9, 2026, MB#33

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL CALLED MEETING
FEBRUARY 9, 2026**

The Town of Valdese Town Council met on Monday, February 9, 2026, 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 Keith Huffman, Mayor Pro Tem Rexanna Lowman, Councilman Gary Ogle, Councilwoman Heather Ward, and Councilwoman Melinda Zimmerman. Also present were: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and Various Department Heads.

Absent: Councilwoman Shannon Radabaugh.

A quorum was present.

Mayor Huffman called the meeting to order at 6:00 p.m.,

Reverend Randall Frantz, from Enon Baptist Church, offered the invocation and Mayor Huffman led in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT

**PROCLAMATION OF APPRECIATION – RECOGNIZING AND COMMENDING THE VALDESE TIGERS
PEEWEE FOOTBALL CHAMPIONS AND CHEERLEADERS**

Mayor Huffman read the proclamation as follows:

**Proclamation of Appreciation for Valdese Tigers
Peeewe Football Champions & Cheerleaders**

WHEREAS, the 2025 Valdese 5–7 Age Division Football Team demonstrated outstanding teamwork, sportsmanship, and dedication throughout the season; and

WHEREAS, under the leadership of Head Coach Khe-nai Banks, and Assistant Coaches Chris Benfield, Larry Clark, and Denver Treadway, the team achieved both Regular Season Champion and Burke County Playoff Champion honors; and

WHEREAS, the Valdese 5–7 age team secured the Burke County Championship by defeating Oak Hill with an impressive 18–0 victory; and

WHEREAS, the players are Kingston Adams, Kayden Alvarado, Barrett Anderson, Bentley Benfield, Westin Clark, Bentley Cox, Jack Garland, Jordan Goossens, Graham Gravel, Mason Moose, Charlie Morton, Kayden Peters, Kaeden Reed, Corbin Sidden, Deane Stallings, Thomas Stallings, and Micah Suttles; and

WHEREAS, the Valdese Tigers Cheerleading Team, led by Coaches Hillary Rhoney and Erin Rhoney, played an important role throughout the season by demonstrating spirit, teamwork, and dedication in support of the team; and

WHEREAS, the cheerleaders Sawyer Bustle, Mila DiPace, Brennan Gills, Hayden Greene, Blair Hambrick, Emilia Hatton, Cassidy Helms, Bryson Lott, Kendra Lowdermilk, Averie Micol, Hazel Moose, Willa Nanney, Olivia Pritchard, Meredith Rash, Nora Williams, and Selah Yarbrough displayed dedication and enthusiasm in support of the Valdese Tigers throughout the season; and

NOW, THEREFORE, I, Mayor Keith Huffman and Town of Valdese Town Council do hereby proudly recognize and congratulate the 2025 Valdese 5–7 Age Division Burke County Regular Season and Playoff Champions for their hard work, and exemplary representation of the Valdese community.

BE IT FURTHER RESOLVED that a copy of this proclamation be presented to the team and entered into the official records of the Town of Valdese as a lasting expression of appreciation and community pride.

Adopted this the 9th day of February, 2026.

/s/ Keith Huffman, Mayor

The Players and Coaches from the Valdese Tigers Peewee Football and Cheerleading Teams then posed for photos and were congratulated by the Mayor, Council Members, and members of the public.

PROCLAMATION OF APPRECIATION – RECOGNIZING AND COMMENDING THE VALDESE TIGERS MIGHTY MIGHT FOOTBALL CHAMPIONS AND CHEERLEADERS

Mayor Huffman read the proclamation as follows:

**Proclamation of Appreciation for Valdese Tigers
Mighty Might Football Champions & Cheerleaders**

WHEREAS, the 2025 Valdese Tigers 8–9 Age Division Football Team demonstrated exceptional teamwork, discipline, and sportsmanship throughout the season; and

WHEREAS, the Valdese Tigers earned both the Burke County Regular Season Championship and Burke County Playoff Championship, defeating the Salem Tigers by a decisive 20–6 victory in the championship game; and

WHEREAS, under the leadership of Head Coach Clay Sisk and Assistant Coaches Rodney Sisk, Trey Kincaid, and Ken Stringfield, the team held opponents scoreless in seven of nine regular-season games, reflecting outstanding preparation and execution; and

WHEREAS, the players are Cannon Ackerman, Abram Briggs, Chase Brooks, Karsyn Calhoun, Wyatt Caudill, Triston Cook, Parker Craven, Atticus Curtis, Daxton Davenport, Joey DiPace, Brayden Goossens, Logan Henize, Aayla Jones, Kaige Logan, Thomas Mahorney, Quinn Mason, Ezra Palacios, Aiden Pearson, Carson Perry, Cathan Preston, Quinn Russ, Anderson Sigmon, George Stallings, Noah Stokes, Isaiah Tester, Jedidiah Ward, and Keenan White; and

WHEREAS, the Valdese Tigers Cheerleading Team, led by Coaches Courtney Hull and Autumn Mize, played an important role throughout the season by demonstrating spirit, teamwork, and dedication in support of the team; and

WHEREAS, the cheerleaders Mia Arnold, Leila Bowman, Jada Dillon, Kinzley Drennen, Lillie Harris, Ellie Henize, Cathryn Henry, Blakely Hull, Nova Lail, Cora Mahorney, Ansleigh Mize, Elaina Palacios, Lauryn Turner, Kiana White, and Grace Wycoff displayed dedication and enthusiasm in support of the Valdese Tigers throughout the season; and

NOW, THEREFORE, I Mayor Keith Huffman and Town of Valdese Town Council do hereby proudly recognize and congratulate the 2025 Valdese Tigers 8–9 Age Division Burke County Regular Season and Playoff Champions for their remarkable accomplishments and for proudly representing the Town of Valdese.

BE IT FURTHER RESOLVED that a copy of this proclamation be presented to the team and entered into the official records of the Town of Valdese as a lasting expression of appreciation and community pride.

Adopted this the 9th day of February, 2026.

/s/ Keith Huffman, Mayor

The Players and Coaches from the Valdese Tigers Mighty Might Football and Cheerleading Teams then posed for photos and were congratulated by the Mayor, Council Members, and members of the public.

Town Clerk Lail shared that no one had signed up for public comment.

FEBRUARY 9, 2026, MB#33

CONSENT AGENDA: (enacted by one motion)

Mayor Huffman asked if there were any items that the Council wished to remove from the Consent Agenda. Town Attorney Swanson requested the removal of Items D & E.

APPROVED SPECIAL MEETING MINUTES OF DECEMBER 8, 2025**APPROVED REGULAR MEETING MINUTES OF JANUARY 5, 2026****APPROVED CLOSED SESSION MINUTES OF JANUARY 5, 2026****MOVED TO NEW BUSINESS RESOLUTION OF INTENT TO PERMANENTLY CLOSE UNOPENED RIGHT-OF-WAY ON FAET STREET SW****MOVED TO NEW BUSINESS CALL FOR PUBLIC HEARING – APPROVAL OF RIGHT-OF-WAY CLOSURE (FAET STREET SW)****APPROVED SETTLEMENT AGREEMENT – HOOK PROPERTIES LLC****SETTLEMENT AGREEMENT**

This Settlement Agreement (the “**Agreement**”) is made and entered into by and between Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 (“**Valdese**”) and Hook Properties, LLC, a North Carolina limited liability company, having a mailing address of P.O. Box 789, Morganton, NC 28655 (“**Hook Properties**”). This Agreement is effective as of the last date herein below signed (“**Effective Date**”). The identified parties are at times referred to herein collectively as “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Valdese is a municipal body politic and corporate authorized to exercise all powers, duties, rights, privileges, and immunities conferred upon it by its charter, the North Carolina Constitution, and general or local law. See Division 1, Article I, Section 1.2 of the Code of Ordinances. N.C. Gen. Stat. § 160D-702 authorizes cities and towns to regulate and restrict the height, number of stories, and size of buildings and other structures, as well as the location and use of buildings, structures and land. N.C. Gen. Stat. § 160D-703 further authorizes cities and towns to divide their territorial jurisdictions into zoning districts to regulate and restrict the erection, construction, reconstruction, alternation, repair, or use of buildings, structures, or land; and

WHEREAS, acting on the authority granted by Chapter 160D of the North Carolina General Statutes, Valdese has adopted zoning regulations for the Town of Valdese in Division II, Part 9, Chapter 3 of the Code of Ordinances and has divided its territorial jurisdiction into the following zoning districts: R-8 Residential District, R-12 Residential District, R-12A Residential District, O-I Office-Institutional District, B-1 Central Business District, B-2 General Business District, M-1 General Manufacturing District, and FP Floodplain Overlay District. The R-8 Residential District is intended to provide for scaled residential development. Properties located within the R-8 Residential District are regulated and restricted by Division II, Part 9, Chapter 3, Article E of the Code of Ordinances; and

WHEREAS, single-family dwellings are permitted by right in the R-8 Residential District. See Section 9-3051.1(a)(11) of the Code of Ordinances. Accessory dwellings are permitted in the R-8 Residential District only upon satisfaction of special requirements, including but not limited to the following: (a) a detached accessory dwelling must be housed in a building not exceeding six hundred fifty (650) square feet of first-floor area (maximum footprint); (b) the accessory dwelling living area must not exceed six hundred fifty (650) square feet of floor area; (c) detached accessory dwelling must be located in the established rear yard and meet the setback standards applicable for accessory buildings; and (d) the maximum height for an accessory dwelling must be no more than twenty (20) feet. See Sections 9-3051.1(b)(1), 9-3060, and 9-3060.01 of the Code of Ordinances; and

FEBRUARY 9, 2026, MB#33

WHEREAS, the setback standards applicable to accessory dwellings require that all parts of an accessory building, including the footings and roof overhang, must be a minimum of ten (10) feet from any lot line and, in the case of corner lots, must be a minimum of twenty (20) feet from any side line right-of-way line. See Section 9-3039 of the Code of Ordinances.

WHEREAS, the Code of Ordinances defines “accessory dwelling” as a dwelling which is located on the same lot as a detached or attached single-family house, has a first-floor area no greater than six hundred fifty (650) square feet, and is owned by the owner of the principal dwelling unit but occupied by another. See Section 9-3012 of the Code of Ordinances; and

WHEREAS, on June 19, 2023, Hook Properties purchased the property commonly known as 1017 Faet Street SW, Valdese, North Carolina, PIN: 2733825079 (the “Property”), being more particularly described in Book 2690, Page 576, Burke County Registry. The Property is located within the corporate limits of the Town of Valdese, is zoned R-8 Residential District, and is subject to the regulations and restrictions contained in Division II, Part 9, Chapter 3 of the Town of Valdese Code of Ordinances; and

WHEREAS, as of June 19, 2023, the Property contained one single-family dwelling and one accessory dwelling; and

WHEREAS, on or about October 24, 2024, Hook Properties applied for a zoning permit to renovate the accessory dwelling located on the Property. On October 24, 2024, the Planning Director for Valdese approved the zoning permit application and issued Zoning Permit Number: Z2024-00067 (the “**Zoning Permit**”). The Zoning Permit expressly required that all renovations comply with the requirements of the R-8 Residential District and Section 9- 3060.1, Accessory Dwelling Conditions, of the Code of Ordinances; and

WHEREAS, Valdese contends that following issuance of the Zoning Permit, Hook Properties renovated the accessory dwelling on the Property in a manner that did not comply with Sections 9-3060.1(5), (6), and (7) the Code of Ordinances. Specifically, the renovation resulted in: (a) the first-floor area exceeding 650 square feet; (b) failure to meet applicable setback standards; (c) structure exceeding the maximum permitted height of twenty (20) feet; and (d) enlargement of a nonconforming structure; and

WHEREAS, on June 9, 2025, after determining work had been undertaken in violation of the development regulations adopted pursuant to Chapter 160D of the North Carolina General Statutes, Valdese, by and through its Planning Department, issued and delivered a written Notice of Violation (“**NOV**”) to Hook Properties citing Hook Properties for violation of Sections 9-3060.1(5)-(7) and 9-3032.2(a) of the Code of Ordinances. In the NOV, and pursuant to Section 9-3120 of the Code of Ordinances and N.C. Gen. Stat. §§ 160D-404 and 160A-175, Valdese imposed a civil penalty of fifty dollars (\$50.00) per day for the violations until the violations are abated (the “**Daily Civil Penalty**”). Hook Properties did not appeal the NOV to the Board of Adjustment and has not abated the violations; and

WHEREAS, as of January 7, 2026, the total balance of the Daily Civil Penalty amounted to Ten Thousand Five Hundred Fifty and No/100 Dollars (\$10,550.00) (the “**Accumulated Civil Penalty**”); and

WHEREAS, the Parties, now desiring to resolve all outstanding matters between them, have reached a mutual understanding and settlement of all matters in controversy between them including, but not limited to, those claims which relate to the zoning violations and civil penalties.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. **SETTLEMENT PAYMENT.** Within five (5) days from the Effective Date of this Agreement, Hook Properties shall deposit the Accumulated Civil Penalty in the amount of \$10,550.00 into the “Young, Morphis, Bach & Taylor, LLP Trust Account.” Young, Morphis, Bach & Taylor, LLP (“**YMBT**”) shall hold the Accumulated Civil Penalty in its trust account subject to the terms of this Agreement. If the ROW (defined below) is closed, and if Hook Properties purchases Valdese’s one-half interest in the ROW, YMBT shall distribute the Accumulated Civil Penalty to Valdese in full and final satisfaction of the civil penalty owed. If

FEBRUARY 9, 2026, MB#33

the ROW is not closed or if Hook Properties does not purchase Valdese's one-half interest in the ROW, YMBT shall return the Accumulated Civil Penalty to Hook Properties.

2. **ROAD CLOSURE.** After the Accumulated Civil Penalty is deposited in the YMBT Trust Account, Valdese shall call a public hearing pursuant to N.C. Gen. Stat. § 160A299 to consider closure of approximately 160 feet of an unopened right of way located along Faet Street SW (the "**ROW**"). The Parties acknowledge that Hook Properties owns the Property situated to the north of the ROW (PIN: 2733825079) and Valdese owns the properties situated to the south of the ROW (PIN: 2733814633 and 2733814911). Valdese will use its best efforts to consider the road closure on its March 2, 2026 agenda. If the Council for Valdese does not vote to close the ROW, this Agreement shall become null and void.

3. **OFFER TO PURCHASE TOWN-OWNED PORTION OF UNOPENED ROW.** If the Council for Valdese votes to close the ROW, the Parties acknowledge and agree that in accordance with N.C. Gen. Stat. § 160A-299, all right, title, and interest in the ROW shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent thereto, namely, Hook Properties and Valdese, and that the title of such adjoining owners, for the width of the abutting land owned by them, shall extend to the centerline of the ROW.

If the Council for Valdese votes to close the ROW, Hook Properties shall have the option to make an offer to purchase Valdese's one-half interest in the ROW and, if Council for Valdese proposes to accept the offer, Hook Properties shall deposit five percent (5%) of its bid with the Valdese town clerk and the town clerk shall publish notice of the offer pursuant to N.C. Gen. Stat. § 160A-269. Within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the town clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Council may accept the offer and sell Valdese's one-half interest in the ROW to the highest bidder. The Council for Valdese may at any time reject any and all offers.

The Council for Valdese will authorize the upset bid process upon receipt of an offer from Hook Properties to purchase Valdese's one-half interest in the ROW for \$500.00. If Hook Properties is the highest bidder and the Council for Valdese accepts the offer, the Parties shall promptly close on the transaction. If Hook Properties withdraws its offer or is not the highest bidder, or if the Council rejects Hook Properties' offer, this Agreement shall become null and void.

4. **REMEDICATION OF ZONING VIOLATIONS.** In the event the Parties fulfill the terms outlined in Section 1-3 of this Agreement, Hook Properties will have the ability to and shall abate all existing zoning violations by combining the entire ROW with the Property and then subsequently subdividing the Property to create two conforming parcels under the Valdese zoning ordinance. Hook Properties shall obtain a change-of-use permit from Valdese changing the designated use of the Property from residential to mixed use and shall obtain a zoning permit from Valdese allowing the accessory dwelling to be treated as a duplex/office space. The Valdese Planning Department will use best efforts to review any required permit applications, surveys, or other documents required for issuance of the change-of-use permit and zoning permit within five (5) days of Hook Properties submitting required application and supporting documentation.

Absent any unforeseen circumstances, upon payment of all required fees, the Valdese Utilities Department will use its best efforts to install the water taps and meters at the Property within ten (10) days of Hook Properties' compliance with all permitting requirements.

5. **EFFECT OF INVALIDATION OF AGREEMENT.** If this Agreement is declared null and void under Sections 2 or 3 above, the Parties agree that they will be returned to the positions they were in prior to entering into this Agreement and shall be entitled to pursue and/or defend enforcement of the NOV as permitted by law. The Parties agree that the Daily Civil Penalty shall be tolled beginning January 7, 2026 until invalidation of this Agreement under Sections 2 or 3 if invalidation occurs, at which time the Daily Civil Penalty shall resume and shall be added to the Accumulated Civil Penalty until the violations are abated. This provision shall survive termination or invalidation of this Agreement.

6. COST, FEES, AND EXPENSES. The Parties agree to bear their own attorneys' fees and costs arising from or related to the matters settled herein.

7. BINDING EFFECT. This Agreement shall be binding upon the Parties and their respective heirs, representatives, successors, and assigns.

8. NO ADMISSION. This Agreement shall not be construed as an admission of liability on the part of any Party hereto.

9. REPRESENTATION. Each Party has consulted with, or had the opportunity to consult with, an attorney of their choice regarding this Agreement prior to its execution. Each attorney or Party has been afforded a full opportunity to read, review, and consider this Agreement. Each attorney or Party has had the opportunity to and has negotiated the Agreement terms.

10. PARTIAL INVALIDITY. If any Agreement term is to any extent illegal, otherwise invalid, or incapable of being enforced, such part shall be excluded to the extent of such invalidity or unenforceability, the remaining Agreement terms shall remain in full force and effect, and, to the extent permitted and possible, any invalid or unenforceable term shall be replaced or modified by the court in a manner that is valid and enforceable and that comes closest to expressing the Parties' intention as expressed in the Agreement.

11. ENTIRE AGREEMENT; CONSTRUCTION. This Agreement constitutes the entire agreement between the Parties relating to the Litigation. The Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing signed by the Parties hereto. The Agreement shall be construed without regard to the identity of the drafter and therefore shall not be construed against the drafting Party. The paragraph headings in the Agreement shall not bear independent meaning and shall be disregarded in the construction of any provision, term, or condition of the Agreement.

12. COUNTERPART EXECUTION; FACSIMILE SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall, when collated together, constitute one and the same Agreement. Each person signing the Agreement represents hereby that they have the authority to execute the Agreement for the Party for whom they sign. Either Party may provide a facsimile or electronic signature of its execution of this Agreement and the other Party shall accept the same as an original.

13. GOVERNING LAW; ENFORCEMENT. This Agreement shall be deemed to have been made and performed in North Carolina. All rights arising under this Agreement, and all disputes and controversies arising from or in connection with this Agreement, including but not limited to, enforcement of any term of condition of this Agreement, shall be governed by and determined in accordance with the laws of North Carolina only, and without regard for any choice of laws rules. If any action or claim for breach, alleged breach, or which in any way relates to this Agreement is brought, the Parties agree that the prevailing Party is entitled to an award of costs and reasonable attorneys' fees.

14. NON-ASSIGNMENT/AUTHORITY. Each person who signs this Agreement represents and warrants that he/she has the authority to sign the Agreement on behalf of the Party on whose behalf he/she is signing the Agreement, he/she is acting within the course and scope of such authority in executing this Agreement, and that this Agreement shall be binding on said Party. The Parties have entered this Agreement voluntarily and neither this Agreement nor the settlement that it memorializes results from duress, coercion, misrepresentation, or undue influence by or on behalf of any Party. Each Party states that Party has the sole right and exclusive authority to execute this Agreement and to receive the Settlement Payment and no part of any claim released herein has been assigned to any third party.

[SIGNATURE APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties, having read the foregoing Agreement and fully understanding it, voluntarily execute this Agreement as of the Effective Date.

Town of Valdese

Hook Properties, LLC

By:
Title:

By:
Title:

Attest:
Title:

Attest:
Title:

Approved as to Form:

By:
Title:
Date:

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: Item D, Approval of Resolution of Intent to Permanently Close Unopened Right-of-Way on Faet Street SW, and Item E, Call for Public Hearing – Approval of Right-of-Way Closure (Faet Street SW), were both moved to be discussed in New Business.

Mayor Huffman asked for a motion to approve the remaining items on the Consent Agenda. A motion was made by Mayor Pro Tem Lowman to approve the remaining items on the Consent Agenda. Seconded by Councilwoman Zimmerman. The vote was unanimous and the motion carried.

NEW BUSINESS:

APPROVED RESOLUTION OF INTENT TO PERMANENTLY CLOSE UNOPENED RIGHT-OF-WAY ON FAET ST SW

Town Attorney Swanson stated that the resolution for Items D and E identified that the Public Hearing would occur on March 2, 2026. Town Attorney Swanson provided that he had pulled the items off the Consent Agenda to accurately reflect that the Resolution had been changed, as the Public Hearing would actually occur on March 30, 2026. Town Attorney Swanson disclosed that these items would otherwise remain unchanged, outside of the aforementioned modification to the Public Hearing Date from March 2, 2026 to March 30, 2026, and that they could be voted on in one motion.

RESOLUTION OF INTENT TO PERMANENTLY CLOSE UNOPENED RIGHT-OF-WAY OF FAET STREET SW

WHEREAS, the Town of Valdese has received a request from an adjoining property owner to permanently close an unopened portion of a right-of-way identified as Faet Street SW (the "Unopened ROW"), said Unopened ROW being located to the south of Burke County PIN: 2733825079 and to the north of Burke County PIN: 2733814633; and

WHEREAS, the Unopened ROW extends beyond the existing improved street through an undeveloped property and serves no current or future public transportation purpose; and

WHEREAS, the Town Council of the Town of Valdese finds that the Unopened ROW is not needed for public use and that its closure would promote orderly land development, clarify property boundaries, and eliminate an unnecessary right-of-way from the Town's inventory; and

WHEREAS, N.C.G.S. 160A-299 authorizes municipalities to permanently close any street or portion thereof that is not needed for public purposes, following proper notice and public hearing; and

WHEREAS, adoption of this Resolution of Intent is the first step in the statutory process and establishes the date, time, and place of a public hearing to consider the proposed closure.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese that:

FEBRUARY 9, 2026, MB#33

1. Intent to Close: The Town Council hereby declares its intent to permanently close the Unopened ROW, more particularly described as follows:

The southeastern portion of Faet Street SW being located to the south of Burke County PIN: 2733825079 and to the north of Burke County PIN: 2733814633, having an approximate length of 160 feet. The road segment lies within the corporate limits of the Town of Valdese.

2. Public Hearing: A public hearing on the proposed permanent closure of the Unopened ROW shall be held by the Town Council at 6:00 p.m. on March 2, 2026, at the Town of Valdese Town Hall located at 102 Massel Avenue, Valdese, North Carolina, at which time all interested persons shall be heard on the question of whether the proposed closure is contrary to the public interest or would deprive any property owner of reasonable means of ingress and egress.
3. Notice of Hearing: The Town Clerk is directed to:
 - a. Publish this Resolution of Intent once each week for four (4) consecutive weeks in a newspaper of general circulation prior to the public hearing;
 - b. Post a copy of this Resolution of Intent at two or more prominent locations along the unopened portion of Faet Street SW proposed for closure for a minimum of twenty (20) days prior to the hearing; and
 - c. Mail a copy of this Resolution of Intent by certified mail to all property owners adjoining the portion of Faet Street SW proposed for closure.
4. Purpose: The purpose of this Resolution of Intent and the subsequent public hearing is to allow all interested persons an opportunity to be heard on the question of whether closing the Unopened ROW would be contrary to the public interest or would deprive any individual owning property in the vicinity of reasonable access to their property.
5. Further Action: Following the public hearing, the Town Council may adopt an Order to Permanently Close the Unopened ROW of Faet Street SW if it determines that the closing it not contrary to the public interest and that no property owner will be deprived of reasonable access as a result of the closure.

ADOPTED and APPROVED this the ____ day of _____, 2026.

/s/ Keith Huffman, Mayor

ATTEST:

/s/ Town Clerk

APPROVED CALL FOR PUBLIC HEARING – APPROVAL OF RIGHT-OF-WAY CLOSURE (FAET ST SW)

Mayor Huffman asked for a motion on items 6-D and 6-E, as it regarded to the date change of the Public Hearing to March 30, 2026. A motion was made by Councilwoman Zimmerman. Seconded by Mayor Pro Tem Lowman.

Mayor Pro Tem Lowman noted that these were both process items and that the process was being moved forward on for both items.

The vote was unanimous and the motion carried.

STATE OF THE DEPARTMENT – FINANCE

Mr. Weichel stated that Town Hall housed the Town's Administration Department, which included Planning and Zoning, Finance, Accounting and Budget, Human Resources, and the Town Clerk. Mr.

Weichel noted that for purposes of the presentation he would focus specifically on the Finance, Accounting, and Budget Department.

Mr. Weichel explained that the Finance, Accounting, and Budget Department consisted of four (4) positions including the Assistant Town Manager/CFO, an Accounting Technician II, an Accounting Technician I, and a Customer Service position which was currently filled by part-time employees. Mr. Weichel shared that the department was responsible for a variety of functions which included budgetary and reporting responsibilities, capital projects, procurement, grants, and compliance. Mr. Weichel stated that his primary duties fell into the aforementioned categories. Mr. Weichel continued that his duties included development of the Town's 10-year Capital Improvement Plan (CIP), filing the TR-2 and LGC-203 forms annually, managing the Powell Bill Program, scheduling change orders, monitoring budgets, managing grants and internal controls to meet Local Government Commission (LGC) specifications, and coordinating the annual audit.

Mr. Weichel continued that additional daily functions of the department included accounts payable, payroll, customer service, accounts receivable, and utility billing. Mr. Weichel noted that much of this work occurred at the front counter and was part of the day-to-day customer service operations.

Mr. Weichel then discussed the LGC explaining that it served as the governing authority for finance-related operations in North Carolina state and local governments. Mr. Weichel stated that the LGC provided oversight to more than 1,100 units of local government and primarily focused on Chapter 159 of the North Carolina General Statutes, which governed budgeting, annual audits, internal controls, debt management, and investments. Mr. Weichel shared that the LGC was created in 1933 after 62 counties, 152 cities and towns, and 200 special districts were in default on outstanding obligations and noted that North Carolina's structure was unique compared to other states. Mr. Weichel explained that the existence of the LGC contributed to North Carolina maintaining strong bond ratings and overall financial stability.

Mr. Weichel stated that one of the primary missions of the LGC was to require local governments to seek approval prior to borrowing money. Mr. Weichel explained that the LGC reviewed each proposed borrowing to determine whether the amount requested was adequate and reasonable for the project and whether the local government had the ability to repay the debt. Mr. Weichel noted that the LGC also oversaw the annual independent audit process and monitored the financial health of local governments while providing assistance and guidance as needed. Mr. Weichel stated that the LGC was comprised of nine (9) members including the State Treasurer, Secretary of State, State Auditor, Secretary of Revenue, and five (5) additional members which were appointed to serve.

Mr. Weichel then discussed the Town's partnership with First Tryon Advisors, stating that the firm provided support in capital planning, financing, strategic consulting, and navigating the LGC approval process. Mr. Weichel stated that the partnership with them was important as the Town had a lot of big projects ongoing and on the horizon. Mr. Weichel noted that First Tryon Advisors assisted the Town in creating a financial model, stating that good progress had been made, and that the model was currently being populated with data as the budget was prepared. Mr. Weichel stated that the goal was to have the model ready to present to Town Council during the budget retreat process. Mr. Weichel disclosed that the Town did not deal with the LGC every day for debt borrowings, but that First Tryon Advisors did, that they knew their processes, the people that worked there, and had good relationships with them. Mr. Weichel hoped to tap into those relationships through the contract with First Tryon Advisors.

Mr. Weichel stated that the Finance Department produced the two most important annual documents for the Town, being the adopted budget and the annual audit. Mr. Weichel explained that the budget was required by law to be adopted by June 30 each year and the audit was required to be submitted to the LGC by December 31 of each year. Mr. Weichel compared the budget to looking through the windshield of a vehicle as a planning tool for the future, while comparing the audit to looking in the rearview mirror as a review of the Town's financial performance and whether the Town was remaining on the intended course.

Mr. Weichel then transitioned to discuss the Town's approved audit report for the fiscal year ending June 30, 2025. Mr. Weichel emphasized that the audit was required to be submitted to and approved by the

LGC before it could be presented to Town Council and stated that the audit report had been approved and vetted by the LGC.

Mayor Pro Tem Lowman questioned Mr. Weichel about the ABC Funds that the Town received from the ABC Store, asking how those funds were distributed back to the Town. Mayor Pro Tem Lowman also asked how the Town knew how much money would be received each year, as all debt had been paid off. Mr. Weichel explained that the ABC Store had a certain amount of revenues that were projected each year, and that they passed a budget with their Board just as the Town did. Mr. Weichel continued that the ABC Commission at the State level had a formula that was used, where those revenues were plugged in, and once the formula and revenues were plugged in one could see what would be distributed to the Town. Mr. Weichel noted that the ABC Board had some leniency with what specific ratio was used. Mr. Weichel stated it was ultimately based on the ABC Store's annual revenue sales and that the Town would get a portion of that revenue.

Mr. Weichel noted that Mayor Pro Tem Lowman was correct, that the ABC Board no longer had any debt towards the Town, that this debt had been paid off a couple years ago, which meant the Town would get a cut of everything that was revenue related.

Councilwoman Zimmerman asked for clarification about what the TR2 Report was. Mr. Weichel disclosed that this document was basically a tax reporting form that went over ad valorem taxes and broke them down between industrial, commercial, residential, and motor vehicles.



State of the Department

Administration Overview



Town of Valdese

State of the Department

Finance, Accounting, Budget



Town of Valdese

State of the Department

Finance, Accounting, Budget

Budget, Financial Strategy, & Reporting	Capital Projects	Procurement, Grants, & Compliance
<ul style="list-style-type: none"> Develop and present the Town's annual operating & capital budgets. Maintain a 10-year multi-fund CIP model. Monitor department budgets. Oversee audits, capital financing, investments, cash flow, and debt management. Brief Council & Manager on financial health and policies. Manage the Powell Bill program completing the three required annual submissions (Certified Statement, Expenditure Report, & Street Data Report). Complete the annual TR-2 and semi-annual LGC 203 reports. 	<ul style="list-style-type: none"> Administer/oversee planning, procurement, and delivery of major facilities, water/wastewater plants, linear infrastructure, and street improvements. Manage schedules, budgets, change orders, and vendor performance. Coordinate with engineers, contractors, and regulatory agencies. 	<ul style="list-style-type: none"> Ensure compliance with NC purchasing statutes. Approve/oversee solicitations, contracts, and purchasing policies. Implement best-value procurement. Oversee grant strategy, applications, contracting, expenditure tracking, reimbursement, and closeout. Maintain internal controls and LGC expectations. Annual audit preparation, review of procedures, response and action plan for any Financial Performance Indicators of Concern.

Town of Valdese

State of the Department

Finance, Accounting, Budget

Accounts Payable	Payroll	Customer Service & Accounts Receivable	Utility Billing
<ul style="list-style-type: none"> Weekly payment cycle: <ul style="list-style-type: none"> Invoice intake & logging. Payment batch preparation. Check / ACH processing. Void/stop pays/reissues. Vendor setup and maintenance: <ul style="list-style-type: none"> New vendor onboarding. Vendor file maintenance. 1099 prep and filing. Compliance & internal controls: <ul style="list-style-type: none"> Sales tax review. Policy compliance. Invoice intake & logging. Discrepancy resolution. Reconcile A/P activity. Maintain audit trail. 	<ul style="list-style-type: none"> Collect, review, and validate timesheets/timekeeping data. Audit payroll for accuracy. Calculate and process employee leave entries and balances. Process payroll deductions and withholdings. Submit Federal/State payroll tax files and payments. Manage direct deposit/ACH transmission and handle returned deposits. Administer retirement reporting. Coordinate benefits deductions with HR. Handle year-end processing. Ensure compliance with payroll laws, policies, and internal controls. Prepare payroll reports for audit. 	<ul style="list-style-type: none"> Answer phones; assist customers Direct phone calls and walk-ins to the correct Town staff or location. Take payments; issue receipts Set up utility accounts Explain bills, rates, usage Research account questions Process billing adjustments Maintain customer records Apply deposits Process misc. payments De-escalate customer issues Create/route work orders Scan/file and retain records 	<ul style="list-style-type: none"> Manage delinquencies; send notices Coordinate disconnect/reconnects Process move-ins/outs Calculate usage and charges Research high-bill issues Prepare late notices Track delinquencies/aging Run billing reports; Reconcile billing to GL Generate monthly bills Coordinate field work orders

Town of Valdese

State of the Department LGC

Local Government Commission

- Ultimate authority & overarching regulatory agency for all things finance related in NC State and local government.
- Staff provides oversight to over 1,100 units of local government.
- Focus is on Chapter 159 of the NCGS providing oversight on a variety of topics including annual budgets, annual audits, internal controls, debt management, and investments.

Town of Valdese

State of the Department Partnership



Town of Valdese

State of the Department Two Important Annual Documents

Adopted BUDGET
(June 30th)

AUDIT Report
(December 31st)



Town of Valdese



PRESENTATION OF AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2025

Mayor Huffman announced that Mr. Phil Church would be presenting the Town's Audit for the fiscal year ending June 30, 2025. Mr. Church then stepped forward to present the Town's annual audit. Mr. Church introduced himself and stated that Rick Hammer typically attended the audit presentation as well, but was unable to attend due to another presentation occurring simultaneously. Mr. Church noted that since he lived in Valdese, he attended the Town's meeting while Mr. Hammer was presenting elsewhere.

Mr. Church stated that the audit went well and expressed appreciation for Mr. Weichel. Mr. Church explained that the audit had been approved by the LGC, noting that LGC approval was required before the auditing firm could be paid. Mr. Church stated that the audit had received approval and that the process went smoothly.

Mr. Church stated that the full audit report was 111 pages and explained that he would not review the entire document, but would instead present the audit highlights report, which condensed the audit into key financial figures. Mr. Church stated that the Town received an unmodified clean opinion, noting that this was the desired audit opinion and indicated the Town's financial statements were in good order.

Mr. Church explained that the audit report contained different types of financial statements, including statements prepared on the modified accrual basis, which aligned with the Town's budgeting practices, as well as full accrual statements which were prepared in a way which was similar to business accounting. Mr. Church stated that the highlights being presented were based on the modified accrual method.

Mr. Church then discussed compliance requirements related to state and federal funding. Mr. Church explained that audits could include Yellow Book compliance work and an A-133 audit when certain funding thresholds were met. Mr. Church stated that the Town's audit included an A-133 audit due to the level of state and federal funds received. Mr. Church reported that there were no compliance issues identified with any of the state or federal funds, and noted that Town Staff were doing a good job.

Mr. Church stated that the audit highlights reflected a strong financial year for the Town. Mr. Church presented the General Fund audit highlights, noting cash and cash equivalents of \$8,705,000, total assets of \$9,887,000, and a fund balance of \$9,584,000. Mr. Church reported total revenues of \$7,102,000 and expenditures of \$5,709,000, resulting in revenues over expenditures of \$1,393,000. Mr. Church stated that other income expenses totaled \$532,848 and explained that the Town funded approximately \$700,000 in capital projects, with an additional transfer from the proprietary fund of \$221,000. Mr. Church stated that the resulting increase in fund balance was \$860,407, compared to \$588,030 the prior year. Mr. Church reported that ad valorem taxes collected totaled \$2,534,000, representing 99.41% collection, and that investment income totaled \$742,035.

Councilman Ogle asked for clarification regarding the difference between the cash figure and the total assets figure. Mr. Church explained that the cash and cash equivalents reflected cash holdings, while total assets included cash as well as other receivables and additional assets.

FEBRUARY 9, 2026, MB#33

Mr. Church then discussed the Town's unassigned fund balance, stating that it totaled \$8,123,000. Mr. Church explained that the LGC reviewed the ratio of unassigned fund balance to expenditures and other financing sources to determine a local government's financial strength. Mr. Church reported that the Town's unassigned fund balance represented 125.43%, noting that the LGC's minimum expectation was 8%, or approximately one month of expenditures. Mr. Church stated that the Town had more than a year's reserve in fund balance, which reflected strong financial condition for the General Fund.

Mr. Church then presented the Water and Sewer Fund highlights, stating that cash and cash equivalents totaled \$5,557,000 and total assets totaled \$30,302,000. Mr. Church explained that the Water and Sewer Fund was treated like a business and included fixed assets, cash, and debt. Mr. Church reported a net position of \$23,763,000, which he compared to retained equity. Mr. Church stated that total revenues for the year were \$7,301,000 and total expenses were \$6,764,000. Mr. Church reported nonoperating revenues of \$225,850, which included interest and grant funding netted against interest expenses. Mr. Church stated that transfers out to another fund totaled \$221,000 and capital contributions totaled \$104,000. Mr. Church reported a change in net position of \$616,352, noting that this was comparable to net income and shared that the prior year's net position was \$42,548.

Mr. Church stated that accounts receivable totaled \$904,000 and that days of sales in accounts receivable was 45.2 days, compared to 44 days the prior year. Mr. Church reported that the fund balance percentage was 82.4%, compared to 79% the prior year, and stated that the fund remained strong.

Mr. Church asked if there were any questions on the presented highlights. Mayor Pro Tem Lowman asked if Mr. Church had noticed any notable trends or changes in the Town's position over the last several years. Mr. Church provided that the Town had had a good year, and that he believed it had trended in a positive direction over the previous several years. Mr. Church noted at one time the Town's position had not been good, but that this was years ago, and that presently the Town was in a strong position. Mayor Pro Tem Lowman stated it was obvious that the Town was saving money to build something, and that it should be clear to everyone that this was getting ready to happen.

Mr. Church disclosed that if the Council was reviewing the audit report and had questions that they could give him a call.

Mr. Church then noted that there was an additional required audit item which needed to be mentioned regarding the Town's capital asset condition ratio. Mr. Church explained that this ratio was calculated through a complex formula and was expected to be at least 50% or greater. Mr. Church stated that the Town's ratio was approximately 42% and indicated that the result suggested the Town's capital assets were aging. Mr. Church explained that the purpose of the ratio was to encourage local governments to plan for future capital needs, particularly related to water and sewer infrastructure and other major capital assets. Mr. Church stated that the Town would likely receive a notice regarding the capital asset condition ratio and would be required to respond.

Councilwoman Zimmerman mentioned she had a question and believed it related to the ratio Mr. Church had mentioned. Councilwoman Zimmerman asked if this ratio was a part of FPIC that the Town had received in years prior. Mr. Weichel stated that it was, and that it related to the Town's Utility Fund and was essentially outlining that assets, like the water/waste water plants and water/sewer lines, had depreciated. Mr. Weichel noted that the LGC had a bench mark of point five (.50) and that any value below that point five (.50) benchmark would trigger the LGC to deliver the Town an FPIC. Mr. Weichel explained that this was a notice that the Council would have to acknowledge and sign. Mr. Weichel continued that the Town was at a point four-two (.42), and explained that a lot of Town's were receiving these notices as everyone's infrastructure was aging. Mr. Church added that Mr. Weichel was correct, that most of the cities and towns in the State of North Carolina were receiving these notices.

Mayor Huffman asked Mr. Weichel and Mr. Church to provide the Citizens of Valdese clarification of the distinction between the General Fund and the Water and Sewer Fund, noting that they could not be co-mingled and that they could only be used for those certain entities. Mr. Weichel explained that the General Fund was tax driven, and that monies out of the General Fund could be used for general government operation. Mr. Weichel stated that the Utility fund was treated as a business, and that revenues from this Fund consisted of water and sewer sales. Mr. Weichel noted that the Utility Fund was

FEBRUARY 9, 2026, MB#33

what the LGC called an enterprise, or proprietary, fund and that water and sewer sales had to be used solely for the water and sewer operations. Mr. Weichel clarified that the Utility Fund was not tax driven, but sales driven.

Councilman Ogle clarified that the Town had an unassigned fund balance of \$8,123,000, asking how much of those monies could be spent while remaining in good graces with the LGC. Mr. Weichel responded that the Town did not know. Mr. Weichel explained that the reason the Town did not know was due to the yearly fluctuation of the benchmarks used by the LGC in determining which units of local government should be sent unit assistance letters. Mr. Weichel continued that the way the LGC determined who received unit assistance letter, which Mr. Weichel noted the Town did not want to receive, was based on peer groups with similar populations. Mr. Weichel described that the LGC looked at fund balance percentage of each municipality in its peer group and determined the top, middle and bottom ranges across all units, from there it determined who is below the 50% average of groups fund balance percentages and those units received a unit assistance letter. Mr. Weichel concluded that this was the reason for the yearly fluctuation, as everyone's fund balance fluctuated yearly, which in turn effects the LGC's calculations.

Town Manager Herms added that the aforementioned percentages could sometimes be deceiving. Town Manager Herms explained that 125% to the Town of Valdese was \$8,000,000, but if one were to look at a City the size of Charlotte, with \$8,000,000, they would not make payroll. Town Manager Herms continued that while the Town of Valdese had 125%, a much larger city may only have 30%, but they may have more cash on hand than the Town of Valdese.

Town Manager Herms echoed Mayor Pro Tem Lowman's comment that the Town had been saving up for some projects, and that once the Town spent down for some of those projects, the fund balance in turn would decrease as well. Councilman Ogle stated that this was what he really wanted to know, if the Town were to spend on a project, how much could they go down to. Town Manager Herms responded that this was one of the reasons why the Town was waiting on Tryon Financial Advisors, to help guide the Town in making sure it stayed off the unit assistance list. Mr. Weichel added that the comparison of the Town's fund with its peers would be a feature built into the aforementioned model.

TOWN OF VALDESE			
Financial Highlights			
Years Ended June 30, 2025 and 2024			
	2025 Summarized Budget	2025	2024
General Fund (Includes Powell Bill Funds)			
Cash, cash equivalents and investments		\$ 8,705,231	\$ 7,470,706
Total assets		\$ 9,887,986	\$ 8,959,015
Fund balance		\$ 9,584,938	\$ 8,724,530
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		\$ 171,957	\$ 111,674
Total revenue	\$ 6,304,697	\$ 7,102,261	\$ 7,202,594
Total expenditures	\$ 6,354,773	\$ 5,709,006	\$ 5,651,273
Revenues over (under) expenditures before other financing sources (uses)		\$ 1,393,256	\$ 1,551,322
Other income (expense)	\$ 50,037	\$ (532,848)	\$ (963,290)
Increase (decrease) in fund balance		\$ 860,407	\$ 588,030
Ad valorem taxes collected		\$ 2,534,783	\$ 2,956,235
Percent of taxes collected - current year levy		99.41%	99.37%
Investment income		\$ 742,035	\$ 671,522
Fund Balance Available			
Unassigned Fund Balance		8,123,452	6,587,565
Expenditures and other financing sources and uses		6,476,314	6,236,741
Unassigned Fund Balance Percentage		125.43%	105.62%

FEBRUARY 9, 2026, MB#33

	<u>2025</u>	<u>2024</u>
<u>Water and Sewer Fund</u>		
Cash, cash equivalents and investments	\$ 5,557,325	\$ 4,773,926
Total assets	\$30,302,496	\$29,479,608
Net position	\$23,763,229	\$23,146,777
Operating revenue	\$ 7,301,423	\$ 6,149,682
Operating expenses	\$ 6,794,068	\$ 6,052,280
Operating income (loss)	\$ 507,355	\$ 97,402
Nonoperating revenue (expenses)	\$ 225,850	\$ 7,764
Transfers (to) from	\$ (221,000)	\$ (221,000)
Capital Contributions	\$ 104,147	\$ 158,382
Change in net position, includes \$1,386,499 of depreciation expense 2025	\$ 616,352	\$ 42,548
Accounts receivable - customers	\$ 904,237	\$ 752,344
Investment income	\$ 41,212	\$ 46,405
Days sales in accounts receivable	45.20	44.65
Fund Balance Available		
Unrestricted Fund Balance	\$ 5,780,168	\$ 4,988,354
Expenditures and other financing sources and uses	7,015,068	6,273,280
Unrestricted Fund Balance Percentage	82.40%	79.51%

APPROVED – AMENDMENTS TO ARTICLE B – EXCAVATION AND REPAIR – CODE OF ORDINANCES

Mr. Rapp presented as follows:

“Council you have before you an Update to Article B, Excavation and Repair, in the Town’s Code of Ordinances, and looks to protect the Town’s streets, sidewalks, and right-of-way.

The existing Excavation and Repair ordinance was written primarily to regulate basic street cuts, driveway construction, and short-term disruptions. It has served the Town well for routine work, but it was not designed for the scale and complexity of today’s utility and telecommunications projects; particularly fiber installations, underground conduit, and long-duration construction within the public right-of-way.

Under the current ordinance, all excavation activity is generally treated the same. There is no distinction between small, short-term work and larger, more permanent installations. There are limited submittal requirements, no standardized traffic control plans or restoration plans required, and no requirement for encroachment agreements, as-built documentation, or long-term maintenance responsibility.

This proposed update before you tonight addresses those gaps.

As part of this update applicants would be required to attend a pre-approval coordination meeting with Town staff, ensuring construction methods, traffic management, and protection of municipal infrastructure are addressed upfront.

The update would require an agreement between the Town and the applicant which would: make it clear that encroachments are revocable licenses, not property rights; require permit holders to maintain, repair, or remove facilities at their own expense when applicable; mandate insurance and bonding; and allow the Town to revoke the agreement if public safety is compromised.

On top of this, work must meet ADA and Town standards, streets and sidewalks must be restored to a condition equal to or better than before construction, restorations are warranted for one year, and as-built drawings must be submitted so the Town has accurate records of what is installed beneath its infrastructure.

This update would move the Town to a clear, enforceable framework that protects public assets, reduces long-term maintenance risks, and ensures that private infrastructure installed in the right-of-way does not become a liability for taxpayers.

I do need to note two minor adjustments that were suggested by Town Attorney Swanson. In the section named "Encroachment Agreement" the permittee was required to post a performance bond of an amount determined by the Town Attorney based on proposed encroachment scope. This has been changed from "Town Attorney" to "Town Manager or his Designee." Secondly, a sentence was added in section 4-1026 "Street Repair" after "Restoration must pass Town inspection and be warranted for one (1) year" to include "A warranty bond may be required in an amount prescribed by the Town to guarantee the completion of work." To further protect the Town if a company were to go defunct.

Staff's recommendation to Council would be to approve the resolution to update Article B, Excavation and Repair, of the Town's Code of Ordinances."

ORDINANCE AMENDING ARTICLE B "EXCAVATION AND REPAIR" OF THE VALDESE CODE OF ORDINANCES

WHEREAS, Article B of Chapter 4 of the Town of Valdese Code of Ordinances regulates excavation, repair, and related activities within public streets, sidewalks, and other public rights-of-way; and

WHEREAS, the existing provisions were adopted prior to the expansion of modern utility and telecommunications infrastructure and do not provide a comprehensive or standardized process for right-of-way encroachments; and

WHEREAS, pursuant to North Carolina General Statutes Chapter 160A, municipalities are authorized to regulate the use, protection, maintenance, and repair of public streets and rights-of-way through the exercise of their general police powers; and

WHEREAS, the Town Council finds it necessary to establish a formal encroachment permitting framework to protect public safety, preserve municipal infrastructure, clarify maintenance and liability responsibilities, and ensure proper restoration and documentation of work within the public right-of-way;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, THAT ARTICLE B OF CHAPTER 4 OF THE TOWN OF VALDESE CODE OF ORDINANCES IS HEREBY AMENDED TO READ AS FOLLOWS:

ARTICLE B Excavation and Repair

Section 4-1021 Permit to dig in streets.

No person shall make any excavation or opening or dig any ditch, trench, tunnel or hole in, along, across or under any street, sidewalk or other public place for the purpose of laying or placing therein any pipe, wires or poles or for any other purposes unless a Major Encroachment Permit has been duly issued by the Town of Valdese.

Provided, that a permit shall not be required where such work is performed under a contract with the town but in the event such work requires a sidewalk or street to be wholly or partially obstructed, the person shall notify the clerk, the public works department and the police department at least two (2) hours before obstructing the sidewalk or street, unless prevented by sudden emergency.

Section 4-1022 Application for permit; fees.

All persons desiring a permit to make an opening in any street or sidewalk, as set forth in section 4-1021, shall submit an encroachment permit application providing the following: (1) Detailed plans of facility location, alignment, depth, and method of installation, (2) A traffic control plan in accordance with MUTCD and Town Standards, (3) A proposed work schedule, including proposed hours and duration; (4) A restoration plan meeting Town restoration standards as described in section 5-2019; (5) Proof of insurance and bonding to cover potential utility damages; (6) Certification of Compliance with NC 811 utility location requirements.

Applicants must attend a pre-approval coordination meeting with Town staff to confirm construction methods, review traffic management and pedestrian access plans, and coordinate protection of municipal infrastructure. Failure to attend or comply with meeting outcomes may result in denial, suspension, or revocation of permits.

Section 4-XXXX Defining Encroachments

Major Encroachment; Major Encroachments shall be defined as any excavation or opening or dig any ditch, trench, tunnel or hole in, along, across or under any street, sidewalk or other public place for the purpose of laying or placing therein any pipe, wires or poles or for any other purposes, EXCEPT for excavation, opening, trenching, and digging associated with the (1) construction of a driveway access, (2) repair or improvement of private residential utility infrastructure laterals associated with a single property, given that those repairs and improvements comply with general construction standards.

Minor Encroachments: Minor Encroachments shall be defined as encroachments into streets, sidewalks, alleys, and other public spaces that do not include excavation, opening, trenching, tunneling, digging, or other ground disturbing activities or permanent activities, with the exception of excavation, opening, trenching, and digging associated with the construction of a driveway access. No person shall commence a minor encroachment unless a permit for said Minor Encroachment has been issued by the Town of Valdese Planning Director.

Section 4-XXXX Encroachment Agreement

For Major Encroachments, applicants will be required to execute an encroachment agreement, prior to the issuance of the Major Encroachment Permit. The agreement shall: (1) State that the encroachment is a revocable license with no conveyance of property rights; (2) Require the permittee to maintain, repair, and/or remove the encroaching facility at their own expense; (3) Indemnify and hold harmless the Town from all claims arising from the encroachment; (4) Require the permittee maintain general liability insurance of at least \$1,000,000.00 per occurrence, naming the town as an additional insured; (5) Require the permittee post a performance bond of an amount determined by the Town Manager or his designee based on the proposed encroachment scope; (6) Require the permittee to submit as-built drawings as described in Section 4-1028.

The Town may revoke an encroachment agreement if it; (1) Interferes with public use; (2) Violates Ordinance conditions (3) Endangers public health, safety, or welfare.

Section 4-1023 Municipal liability.

Any person obtaining a permit as provided for in sections 4-1021 and 4-1022 herein agrees as a condition of the issuance of said permit, to indemnify and hold harmless the town against any claims or expenses, including attorney's fees for bodily injury or property damage for accidents or occurrences arising out of the person's operations, excluding only the liability of the town for its sole negligence except in connection with general supervision of work performed by said person.

Section 4-1024 Supervision and control.

All excavations and work in streets, sidewalks, alleys or public places in the town shall be under the supervision and control of the Director of Public Works, whose duty it shall be to inspect the same from to time during the progress thereof. All work shall comply with; (1) Specifications provided by the Director of Public Works; (2) Separation requirements from municipal water, sewer, and stormwater systems, (3) Pavement, sidewalk, and ADA ramp restoration standards; (4) Protection of street trees, landscaping, and streetscape improvements; (5) Applicable NCDOT conditions when working in State rights-of-way. Upon the completion thereof, he shall make a final inspection and see that the street, sidewalk or public place is restored to a condition as good in all respects as before the excavation or work was made or done, and that all debris, materials, tools and equipment are removed therefrom. Any person refusing or failing to comply with any provision of this section shall be guilty of a violation thereof, and where such failure or refusal is continued after notice from the Director, every day's continuance shall constitute a separate and distinct offense.

Section 4-1025 Disposition of fees.

All fees collected under the provisions of this article shall be paid into the general fund.

Section 4-1026 Street repair.

When any part of any street, sidewalk, alley or other public place of the town shall be torn or dug up for any purpose, the person making such excavation or opening shall have the duty of refilling such excavation or opening, and such refilling shall be done in accordance with the standards and specifications issued by the Director of Public Works or his duly authorized representative. The Director of Public Works or his designee may access and inspect any work zone at any time. Permit holders must provide 48 hours' notice before commencing work affecting municipal infrastructure. Permit holders must restore the street, sidewalk, alley or other public place to a condition equal or better than prior to construction. Restoration must pass Town inspection and be warranted for one (1) year. A warranty bond may be required in an amount prescribed by the Town to guarantee the completion of work. Within 30 days of project completion, permit holders must submit as-built drawings in a GIS compatible format, showing final location and depth of installed facilities in relation to municipal infrastructure. Any person, firm or corporation neglecting, refusing, or failing to comply with any provisions of this section shall be guilty of a violation thereof; and where such neglect, refusal or failure is continued, after notice from the Director or his authorized representative, every day's continuance thereafter shall constitute a separate and distinct offense. If the permittee fails to restore the encroachment area within 60 days of encroachment completion, the Town may complete the restoration and recover all associated costs, including from bond proceeds.

Section 4-1027 Excavations; leaving unprotected.

It shall be unlawful for any person, firm or corporation who obtains a permit under the sections of this article to do any excavation of any kind which may create or cause a dangerous condition in or near any street, alley, sidewalk or public place of the town without placing and maintaining proper guard rails three (3) feet from the ground and signal lights or other warnings at, in or around the same, sufficient to warn the public of such excavation or work, and to protect all persons using reasonable care. It shall be unlawful to cut drains or ditches across the sidewalks or streets unless boxing be used and the same covered on a level with the sidewalk.

Section 4-1028 Streets not to be damaged.

It shall be unlawful for any person, firm or corporation to drag, or run or cause to be dragged or run any harrow or other implement, engine, machine or tool upon any asphalt, bitulitic, warrenite, or other type of permanently paved street of the town which shall be liable, in any way to injure or cut the surface thereof. It shall also be unlawful to injure any dirt street in the same manner.

Section 4-1029 Violation; penalty.

Any person who shall violate a provision of this article shall be guilty of a Class 3 misdemeanor and may be fined not more than \$500, or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation. (Ord. of 5/2/22)

Section 4-1030 Sidewalk construction.

No sidewalk of any description shall be built by any individual, firm or corporation of any brick, wood, or other material without a written permit from the town.

Section 4-1031 House moving.

No person shall move any house or building upon or across the public streets or sidewalks without the written consent of the council and the deposit of a good and sufficient bond in the sum of \$500 to cover damage done to such street or sidewalk or to any property of any person.

Section 4-1032 Damage to municipal property.

No person shall injure, tamper with, remove, paint upon or deface any bridge, culvert, ditch and drain, sign, sign post, street light, traffic signal, bulletin board or other municipal property upon the streets and sidewalks or elsewhere except employees of the town in the performance of their duties.

Section 4-1033 Permit to mix building materials.

No person shall mix any building materials on any street, sidewalk or other public place, unless a written permit therefor has been issued by the clerk or some other officer of the town vested with such

authority. All persons desiring a permit to mix building materials shall make written application therefor, which application shall show the location of the proposed mixing and the kind and approximate amounts of materials to be mixed. The application shall be accompanied by a fee which shall be established by the council.

Section 4-1034 Driveways; permit required.

No person shall begin to construct, reconstruct, repair, alter, or grade any driveway on the public streets, unless a written permit therefor has been issued by the manager or some other officer of the town vested with such authority.

Section 4-1035 Same; application.

(a) All persons desiring a driveway permit shall make application therefor, which application shall show:

- (1) The name and address of the owner or agent in charge of the property abutting and proposed work area;
 - (2) The name and address of the party doing the work;
 - (3) The location of the work area;
 - (3) Attached plans showing details of the proposed alteration;
 - (4) The estimated cost of the alteration; and
 - (5) Such other information as the issuing officer shall find reasonably necessary to the determination of whether a permit should issue hereunder.
- (b) The application shall be accompanied by a fee which shall be established by the council.

Section 4-1036 Same; standards.

The officer shall issue a permit hereunder when he finds:

- (1) That the plans for the proposed operation have been approved by the Director of Public Works, to whom they shall be forwarded by the officer within a reasonable time after receipt thereof;
- (2) That the work shall be done according to the standard specifications of the town for public work of like character;
- (3) That the operation will not unreasonably interfere with vehicular and pedestrian traffic, the demand and necessity for parking spaces, and the means of egress to and from the property affected and adjacent properties; and
- (4) That the health, welfare and safety of the public will not be unreasonably impaired.

Section 4-1037 Same; construction.

Driveways shall be constructed of portland cement concrete in one course.

Section 4-XXXX Permit Requirements

Minor Encroachment applications shall; (1) Illustrate the location, nature, and duration of the minor encroachment; (2) If the encroachment is upon Sidewalk, the application must illustrate compliance and plans for maintaining pedestrian travel access of at least 4-feet in width.

Section 4-XXXX Appeals

Any person whose work permit application has been denied or who has been assessed a civil penalty may appeal such decision within ten days after notice of such denial or civil penalty assessment. Any person who has been charged repair and restoration costs pursuant to Section 4-1026 may appeal such

FEBRUARY 9, 2026, MB#33

decision within ten days after the Town invoices such charge. Appeals shall be heard by the Town of Valdese Board of Adjustment. The appellant shall have the right to present evidence at said hearing.

A ruling on appeal is subject to review in the Superior Court of Burke County by proceedings in the nature of certiorari. Any petition for writ of certiorari for review shall be filed with the clerk of superior court within 30 days after notice of the decision has been sent to the appellant.

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

ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF VALDESE NORTH CAROLINA, THIS DAY, THE 9TH DAY OF FEBRUARY, 2026.

/s/ Keith Huffman, Mayor

ATTEST:

/s/ Town Clerk

A motion was made by Councilman Ogle to approve the Ordinance. Seconded by Mayor Pro Tem Lowman. The vote was unanimous and the motion carried.

MANAGER'S REPORT Town Manager Todd Herms reported:

178th Anniversary of Edict of Emancipation – Event hosted by Waldensian Heritage Museum at the Waldensian Presbyterian Church – Sunday, February 15, 2026, 3:00 p.m. – 5:00 p.m.

Town Manager Herms stated he wanted to take a couple of minutes to recognize the Town's Staff in regard to the previous couple of weeks of snow events. Town Manager Herms shared that several staff members had spent the night at Town facilities, multiple nights, and were working through the night, to make sure the streets were as clear as possible and that water and sewer continued normal operations. Town Manager Herms stated that this was greatly appreciated, that Police and Fire chipped in as well, that it was a great group effort, and that he was proud of everyone involved. Town Manager Herms thanked the staff, Council, Staff, and members of the public applauded.

Town Manager Herms then moved to discuss the pool cover, noting that the Town had experienced snow, cold weather, and everything one could think of. Town Manager Herms disclosed that as of the present moment, without any unforeseen circumstances, the estimated completion date was set to be before the second weekend in March. Town Manager Herms noted that this was a three (3) week delay, explaining that due to the conditions over the previous two (2) weeks it had been impossible to pour concrete. Town Manager Herms explained the conditions needed in order to pour concrete and acknowledged that weather had not allowed for those conditions. Town Manager Herms stated that one pour had occurred, that another pour was planned for the coming Thursday, and that after the second pour the dome would arrive and work would continue. Town Manager Herms stated this would take seven (7) to ten (10) days and that building permits, fire inspections, and things of that nature would follow. Town Manager Herms reiterated that the plan was for the dome to go up in the second week of March but noted that if another ice storm or snowstorm were to occur it would delay the project again. Town Manager Herms said that no one in the Town would be happier than him when the dome was completed.

Town Manager Herms mentioned the Public Safety Building, and provided that the Town was moving forward with it. Town Manager Herms disclosed that Staff had been overlooking the preliminary design of the building and stated that it was not finished yet. Town Manager Herm stated that after input had been turned over to the architect and the general contractor, they would begin working on construction documents, which would take some time. Town Manager Herms specified that the Town had money set aside for this, but that at the March 2, 2026, Council Meeting, Council would receive a budget amendment to move money from one fund to another to keep the project moving forward. Town Manager Herms hoped that everything would be ready for Council's review, and Tryon's review, sometime in early May.

FEBRUARY 9, 2026, MB#33

Next Regular Council meeting scheduled for Monday, March 2, 2026, 6:00 p.m., Council Chambers, Valdese Town Hall

MAYOR AND COUNCIL COMMENTS:

Mayor Pro Tem Lowman echoed what Town Manager Herms had said in regard to all of the departments, stating that what they had done during the snow and ice storms was fabulous. Mayor Pro Tem Lowman continued that the Police Departments posts on social media showing the public what the roads looked like were much appreciated, and that she had many people tell her how much they appreciated being able to see those pictures before they got out onto the roads. Mayor Pro Tem Lowman thanked the entire staff of the Town of Valdese for what they had done during the weather-related issues, and stated they were much appreciated.

Councilwoman Ward echoed Mayor Pro Tem Lowman's comments and thanked Town Staff.

Mayor Huffman thanked the Council and the audience for being present. Mayor Huffman stated he enjoyed seeing the sports teams being recognized, that it spoke to how instrumental they were to the Town, and that it meant a lot to the Council to be able to recognize them.

ADJOURNMENT: At 6:55 p.m., there being no further business to come before Council, Mayor Pro Tem Lowman made a motion to adjourn, seconded by Councilwoman Ward. The vote was unanimous.

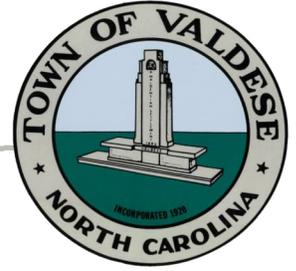
Town Clerk

Mayor

mr

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Public Safety building Phase II

Meeting: March 2, 2026

Presenter: Bo Weichel

ITEM OF INTEREST:

Amend the capital project ordinance #35 for phase II work under DR Reynolds.

BACKGROUND INFORMATION:

Phase I of the project, which included programming and schematic design, has been completed. The Town must now proceed to Phase II to develop full construction drawings (CDs), which are necessary to obtain a Guaranteed Maximum Price (GMP) from D.R. Reynolds Company, Inc.

The attached budget amendment increases the design-build contract by \$275,000 to provide full design documents, including architectural, structural, civil, plumbing, mechanical, and electrical plans, as well as project renderings and GMP development.

These documents build upon the conceptual work completed during Phase I and translate the approved design into detailed, buildable plans.

Construction drawings such as elevation plans, site layouts, and engineered system details, are critical to ensuring accurate cost analysis. Completing this phase allows the design-builder to perform a comprehensive cost evaluation, identify potential conflicts, and provide the Town with a reliable GMP that supports informed financial planning and project budgeting.

Advancing to Phase II represents a necessary step in moving the project from concept toward construction while maintaining cost control, reducing risk, and ensuring the project scope is clearly defined prior to execution.

BUDGET IMPACT:

No budget impact. Capital project fund already has reserves to cover the cost.

RECOMMENDATION / OPTIONS:

Adopt Capital Project Ordinance Amendment #14-35

LIST OF ATTACHMENTS:

Capital Project Ordinance Amendment #14-35

Capital Project Ordinance Amendment # 14-35

Subject: Public Safety Building

Description: Phase II with D.R. Reynolds for construction document phase

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the capital project ordinance for various capital projects funded from a variety of sources is hereby amended as follows.

Section I:

Revenues available to the Town to complete the projects are hereby amended as follows:

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.004	Sale of Properties		\$60,815.68
35.3480.001	ABC Distributions		\$51,006.25
	Total	\$0.00	\$111,821.93

Amounts appropriated for capital projects are hereby amended as follows:

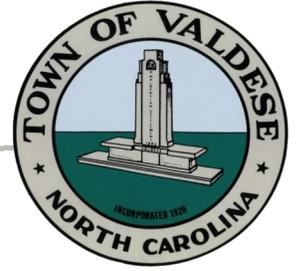
Account	Description	Increase/ Debit	Decrease/ Credit
35.5100.040	A&E Services		\$163,178.07
35.5300.200	Design Build Services	\$275,000.00	
	Total	\$275,000.00	\$163,178.07

Section II:

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

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Utility Line Replacement (FY 25-26)

Meeting: March 2, 2026

Presenter: Bo Weichel

ITEM OF INTEREST:

Amend the capital project ordinance #56 for several utility line projects adopted in the FY25-26 CIP budget.

BACKGROUND INFORMATION:

The Town of Valdese’s adopted FY25-26 Budget included appropriations within the Utility Fund Capital Improvements Plan (CIP) to advance critical water and sewer infrastructure replacements. To formally account for and manage these capital funds, it is necessary to establish a Capital Project Ordinance (CPO). This mechanism provides the financial structure required under North Carolina General Statutes to track revenues, appropriations, and expenditures for the life of the project.

The specific project covered under this ordinance carries a total estimated value of \$2,054,000 in the 25-26 fiscal year.

The project consists of multiple line replacements designed to modernize and improve reliability of the utility system.

-Rodoret Street North: Replacement of existing sanitary sewer lines along the backs of residences and replacement of the existing water main line.

-Rodoret Street South (west side): Replacement of an existing sanitary sewer line along the backs of residences.

-Jefferson Avenue NE: Replacement of an existing sanitary sewer line.

-Curville Street NE: Replacement of the existing water main line.

This amendment to the original CPO directs the funds in the current year capital budget to this dedicated project fund.

BUDGET IMPACT:

Transfer from the utility fund.

RECOMMENDATION / OPTIONS:

Adopte Capital Project Ordinance Amendment #1-56 and Budget Amendment #2-30

LIST OF ATTACHMENTS:

Capital Project Ordinance Amendment #1-56 & Budget Amendment #2-30

Capital Project Ordinance Amendment # 1-56

Subject: Utility Line Replacement (FY25-26)

Description: Move budgeted funds from utility capital outlay into the project fund.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the capital project ordinance for various capital projects funded from a variety of sources is hereby amended as follows.

Section I:

Revenues available to the Town to complete the projects are hereby amended as follows:

Account	Description	Decrease/ Debit	Increase/ Credit
56.3000.000	Utility Fund Transfer		\$354,000.00
56.3000.100	Loan Proceeds		\$1,365,000.00
	Total	\$0.00	\$1,719,000.00

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
56.8120.400	Construction	\$1,719,000.00	
	Total	\$1,719,000.00	\$0.00

Section II:

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

Budget Amendment # 2-30

Subject: Utility Line Replacement (FY25-26)

Description: Move budgeted funds from utility capital outlay into the project fund.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.812	Loan Proceeds	1,365,000.00	
Total		1,365,000.00	0.00

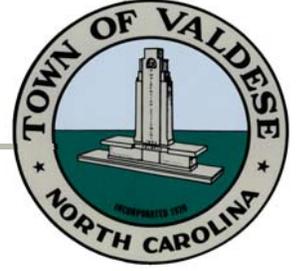
Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay		1,365,000.00
Total		0.00	1,365,000.00

Section II:

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

Town of Valdese COUNCIL MEMO



Resolution Ordinance Contract Discussion Information Only

To: Town Council
From: Morrissa Anqi - Community Affairs Department
Subject: Alcohol Sales Request for Town of Valdese Events
Meeting: March 2, 2026
Presenter: Consent Agenda

ITEM OF INTEREST:

Waldensian Style Wines requests to sell wine at 2026 events.

BACKGROUND INFORMATION:

Waldensian Style Wines would like to participate as a wine vendor for the following events in 2026:

- Spring Craft Market - April 25, 2026 from 9am-4pm - Old Rock School/Temple Field
- Independence Day Celebration - July 4, 2026 - from 5pm to 11pm - Main Street
- Waldensian Festival on Main Street
 - August 7th, 2026 - from 5pm to 11pm
 - August 8th, 2026 - from 12pm to 11pm

- Christmas in November Craft & Gift Show - Old Rock School Waldensian Room
 - November 12th, 2026 - from 4pm to 8pm
 - November 13th, 2026 - from 9am to 2pm

Waldensian Style Wines/Dolce Vita Inc. does carry Alcohol Limited Liability Policy with the Town of Valdese listed as additional insured.

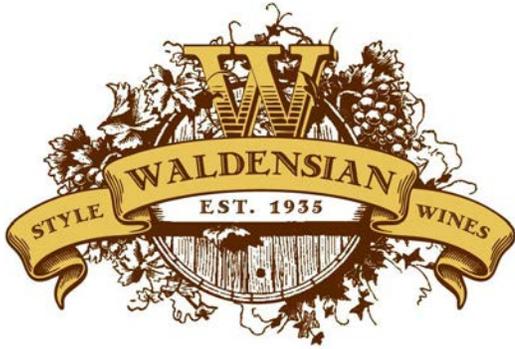
BUDGET IMPACT:

0

OPTIONS:

ATTACHMENTS:

- 2026 Request Letter
- Insurance Document



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

Town of Valdese,

Waldensian Style Wines respectfully requests to sell wine at the following events:

- Craft Market – Saturday, April 25th, 2026 from 9am-4pm behind the Old Rock School
- Independence Day Celebration on July 4, 2026 from 5:00pm until 11:00pm
(In the designated area in the 100 block of West Main Street in Downtown Valdese)
- Annual Waldensian Festival
 - August 7, 2026 from 5pm until 11pm
 - August 8, 2026 from 12pm until 11pm(In the designated area in the 100 block of West Main Street in Downtown Valdese)
- Christmas in November Craft & Gift Show located at the Old Rock School (Waldensian Room)
 - November 12, 2026 from 4pm until 8pm
 - November 13, 2026 from 9am until 2pm

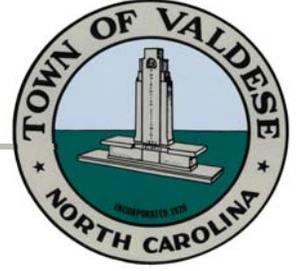
All our wines are listed as North Carolina wines. Waldensian Style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission. Waldensian Style Wines – Dolce Vita, Inc. maintains a Liquor Liability Policy with the Town of Valdese listed as additional insured for all events listed above.

Sincerely,

Eddie Zimmerman
Waldensian Style Wines Owner
828-403-1414

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Town Council

From: Morrissa Anqi - Department of Community Affairs

Subject: Lease Agreement

Meeting: March 2, 2026

Presenter: Consent Agenda

ITEM OF INTEREST:

Lease Agreement for Town Council Consideration

BACKGROUND INFORMATION:

Lease Agreement: Modern Treatment Healthcare Services, LLC. has occupied a 120 sq.ft. office/file storage space since 2020. Dr. Kyle Barnes is the owner of the business and works closely with Dream Connections, Inc. who also leases space at the Old Rock School.

Dr. Barnes pays his rent every year in full in January. The space was previously used as a storage closet, but the space suites the needs of Dr. Barnes perfectly as a remote site when he is helping clients of Dream Connections, Inc.

BUDGET IMPACT:

Revenue = \$60 per month totalling \$700.00 annually

RECOMMENDATION / OPTIONS:

Staff recommends renewing the lease agreement

LIST OF ATTACHMENTS:

Lease Agreement



TOWN OF VALDESE
NORTH CAROLINA'S FRIENDLY TOWN



P.O. BOX 339
VALDESE, NORTH CAROLINA 28690-0339
PHONE (828) 879-2120 | FAX (888) 798-1022 | TOWNOFVALDESE.COM

STATE OF NORTH CAROLINA
BURKE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into by and between the Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 ("Lessor"), and Modern Treatment Healthcare Services, LLC., a North Carolina corporation, having a mailing address of 92 Edgewater Rd, Hickory, NC 28601 ("Lessee"), and is effective as of the last date herein below signed (the "Effective Date"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

WITNESSETH:

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other goods and valuable considerations, the receipt and legal sufficiency of all of which are hereby acknowledged by both parties hereto, Lessor hereby demises and rents unto Lessee, and Lessee hereby leases from Lessor the Premises (as defined below), subject to the terms and conditions hereinafter set out.

ARTICLE I
FUNDAMENTAL LEASE PROVISIONS

1.01 PREMISES. Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor Suite 35 as more particularly described in **Exhibit A** attached hereto (the "Premises"), said Premises being in that certain building commonly known as the Valdese Old Rock School located at 400 Main Street, Valdese, Burke County, North Carolina (the "Property"), subject to the terms and conditions hereinafter set out.

1.02 TERM. The term of this Lease shall commence on the 1st day April of 2026 and shall end at midnight on the 31st day of March 2027 ("Term"), unless sooner terminated as herein provided.

1.03 RENT. Rent for the Term shall be \$700.00, payable in equal monthly installments of \$60.00 ("Rent"). Lessee shall pay Lessor Rent on the 1st day of each month during the Term commencing on the Commencement Date without notice, demand, deduction or offset except as otherwise set forth in this Lease or pursuant to applicable law, in lawful money of the United States.

1.04 SECURITY DEPOSIT. Upon execution of this Lease, Lessee will pay Lessor an amount equal to one (1) month's rent or \$60.00, which amount shall be deposited in trust with Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed during the Lease term (the "Security Deposit"). Provided that Lessee is not in default and leaves the Premises at the end of the tenancy as required hereunder, the Security Deposit shall be returned in full to Lessee at the end of the Term. If at any time during the Lease Term any of the Rent shall be overdue and unpaid, or any other sum payable to Lessor under this Lease shall be overdue and unpaid, the Lessor may, at its option, apply the entire Security Deposit, or so much thereof as may be necessary to compensate the Lessor for the payment of overdue Rent or other sums due and payable to Lessor by Lessee. The Lessee shall, upon the written demand of Lessor, remit to Lessor enough to restore said Security Deposit to the original sum deposited. Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease.

ARTICLE II **COMMON AREAS**

2.01 COMMON AREAS. Lessor shall make available within the Property such common areas, including but not limited to parking areas, driveways, pedestrian sidewalks and ramps, access roads, and landscaped areas, as Lessor in its reasonable discretion shall deem appropriate. It is hereby expressly understood and agreed by Lessor and Lessee that Lessor shall operate, manage, equip, light, repair and maintain said common areas for their intended purposes in such manner as Lessor in its sole discretion shall determine within the parameters of sound business decisions intended to maximize utilization of the area for lessee businesses and other town operations, and Lessor reserves the right to change from time to time the size, location, nature and use of any common area, to sell or lease any portion thereof, and to make additional installations therein and to move and remove the same.

2.02 USE OF COMMON AREAS. Lessee and its officers, employees, agents, and customers, shall have the non-exclusive right, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the common areas as designated from time to time by Lessor subject to such reasonable rules and regulations as Lessor may from time to time impose, including the designation of specific areas in which cars owned by Lessee, its officers, employees and agents must be parked. Lessee agrees after notice thereof to abide by such rules and regulations and to use its best efforts to ensure its officers, employees, agents, and customers to conform thereto. Lessor may at times temporarily close any common area to make repairs or changes or to discourage non-customer parking, and Lessor may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall not at any time interfere with the rights of Lessor and other lessees, and their officers, employees, agents, and customers, to use any part of the parking areas and other common areas. Lessor reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Lessor and all lessees of the Property the common areas as designated from time to time by Lessor.

ARTICLE III

UTILITY SERVICES

3.01 UTILITIES. Lessee shall promptly pay for all public utilities rendered or furnished to the Premises from and after the Lease Commencement Date, including but not limited to stormwater, water and sewer charges, and all taxes thereon. Electricity and gas are separately metered to Premises. If Lessor separately meters the water and sewer, Lessee will pay these utilities directly.

ARTICLE IV **REPAIRS AND MAINTENANCE**

4.01 REPAIRS BY LESSOR. Lessor shall make and pay for all repairs to (i) the exterior supporting walls of the building which the Premises are a part; (ii) the foundation, roof (including drains, downspouts, flashing, and parapets); and (iii) parking areas, and curbs. Should Lessee submit a written notice of any damage, and should Lessor agree that such repairs are necessary for safety, or preventing avoidable loss or damage, then such repairs will be made. However, such damage thereto shall not have been caused by the willful misconduct or negligence of Lessee, its officers, agents, or employees, in which event Lessee shall be responsible. Under no circumstances shall Lessee place any equipment on the roof or make any repairs to same. Lessor shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, or other mechanical installations therein and/or servicing the Premises.

4.02 REPAIRS BY LESSEE. Lessee agrees to and shall, at its sole cost and expense, to maintain, replace and keep the Premises in good order, and condition. Maintenance includes Lessee's responsibility to repair (unless otherwise excluded in this Lease): the interior of the Premises, all fixtures, furnishings, lighting, doors, signs, air conditioning, ventilating, plumbing, heating, and electrical installations in and servicing the Premises. During the term of this Lease, Lessee shall contract for, in its own name, and shall pay for a (i) an insured trash removal firm to remove trash from the premises in a timely and sanitary manner and (ii) licensed HVAC service contractor to inspect, adjust, clean, and repair Lessee's HVAC systems, including changing filters on a regular basis, but no less than semiannually. Lessee shall provide a copy of each service report to Lessor upon request. If a request is made and Lessee has not engaged a maintenance firm, Lessee will be charged \$25 per day for each day until an inspection is made and Lessor is in receipt of the inspection report.

If Lessee refuses or neglects to repair the Premises as required hereunder as soon as reasonably possible after written demand, Lessor, at its sole discretion, may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, unless said loss or damage results from Lessor's or its agent's gross negligence or willful misconduct. Upon completion thereof, Lessee shall pay Lessor's actual costs for making such repairs as additional Rent.

4.03 INSPECTION. Lessor or its representatives shall have the right to enter the Premises at reasonable hours of any day with 24-hour advance notice to Lessee for non-emergency inspection during the Lease Term to ascertain if the Premises are in proper repair and condition.

ARTICLE V
USE OF LEASED PREMISES

5.01 PERMITTED USE. Lessee covenants and agrees to use the Premises for professional office space for Lessee’s mental health services business (“Permitted Use”) and for no other use without Lessor’s written approval. Lessee shall, at its own costs and expense: (a) conduct its operations in a lawful manner and in compliance will all municipal laws, orders, codes, ordinances, and regulations, applicable to the business of Lessee and shall maintain during the lease term all licenses and permits required by law with respect to Lessee’s operations; (b) comply with and execute all reasonable rules and regulations of Lessor or any organization establishing insurance rates; (c) not suffer, permit or commit any waste or nuisance; (d) not allow anything in or about the Premises that is unlawful, obscene, which tends to create or maintain a nuisance, or do any act tending to injure the reputation of the Property; and (e) not store vehicles overnight.

Lessee hereby warranties not to manage, store, or dispose of any hazardous or toxic waste or substance upon the Premises prohibited by federal, state, or local statutes, ordinances, or regulations. Lessee hereby covenants to indemnify and hold Lessor, its successors and/or assigns, harmless from any loss, damage, claims, costs, liabilities, or cleanup costs arising out of Lessor’s use, handling, storage, or disposal of any hazardous or toxic wastes or substances on the Premises.

5.02 RULES AND REGULATIONS. During the Term of this Lease, Lessee’s use of the Premises shall be subject to such rules and regulations as may be adopted by Lessor from time to time in its sole and absolute discretion. At Lessor’s sole option, Lessor shall have the right to reasonably modify and/or rescind the rules and regulations.

5.03 NOISE AND NUISANCES. Lessee covenants that it will not create or maintain any nuisances, including without limiting the foregoing, loud noises, sound effects, or offensive odors in or about the Premises.

ARTICLE VI
LESSEE’S BUSINESS OPERATIONS

6.01 RELATIONSHIP OF THE PARTIES. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

ARTICLE VII
ADDITIONS, ALTERATIONS AND TRADE FIXTURES

7.01 ADDITIONS AND ALTERATION. Lessee may from time to time, with the prior written consent of the Lessor, at its own expense, alter, renovate or improve the interior of the Premises provided the same is performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or substantially lessen the value of the building in which the Premises are located. Any work done by Lessee under the provisions of this Section shall not interfere with the use by the other lessees of the Property. All permanently attached alterations, decorations, additions, and improvements made by Lessee, or made by Lessor on Lessee's behalf as provided in this Lease, shall remain the property of the Lessee for the Lease Term, but they shall not be removed from the Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld. Upon termination of this Lease, Lessee shall remove such alterations, decorations, additions, and improvements and restore the Premises as provided herein, normal wear and tear excepted, and if Lessee fails to do so and moves from, or abandons, the Premises, all such alterations, decorations, additions, and improvements shall become the property of Lessor. The cost to restore the Premises shall be deducted from Lessee's Security Deposit or billed to Lessee if the amount exceeds the Security Deposit.

7.02 INDEMNITY AND INSURANCE. Lessee shall indemnify and hold Lessor harmless from any and all claims for damage or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Lessee under the terms of this Lease, including all costs, damages, expenses, court costs and attorney's fees incurred in or resulting from claims made by other lessee of premises in the Property, their agents, employees, patrons and invitees, unless the cause of such is due to Lessor's negligence or willful misconduct.

Before undertaking any alterations or construction, Lessee shall obtain and pay for a public liability policy insuring Lessor and Lessee against any liability which may arise on account of such proposed alterations or construction work in limits of not less than \$1,000,000.00 for any one person, \$2,000,000 for more than one person in any one accident and \$500,000 for property damage and a certificate or copy of such policy shall be delivered to Lessor prior to the commencement of such proposed work. Lessee shall also always maintain fire insurance with extended coverage in the name of Lessor and Lessee as their interest may appear in an amount adequate to cover the cost of replacement of all alterations, decorations, additions, or improvements in and to the Premises, and all trade fixtures therein, in the event of fire or extended coverage loss. Lessee shall deliver to Lessor certificate of such fire insurance policies, which shall contain a clause requiring the insurer to give Lessor ten (10) days' notice of cancellation of such policies.

7.03 MECHANIC'S LIEN. Neither Lessee, nor any person performing work for Lessee shall have the right to lien the interest of the Lessor in the Property. Any mechanic's lien or other lien attributable to work performed for Lessee shall attach solely to Lessee's leasehold interest. If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Lessee any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises or the Property,

Lessee shall discharge or remove the lien by bonding or otherwise, within ten (10) days after notice from Lessor to Lessee of the filing of same.

7.04 TRADE FIXTURES. All trade fixtures and equipment installed by Lessee in the Premises shall be functioning and shall remain the property of Lessee. Lessee shall obtain the written consent of Lessor before installing any fixtures or equipment that could possibly weaken or impair the structural portions of the Premises.

Provided Lessee is not in Default hereunder, Lessee shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises, including but not limited to counters, mirrors, shelving, chairs and movable machinery purchased or provided by Lessee and which are susceptible to being moved without damage to the building, provided this right is exercised before the Lease has expired or during the ten (10) day period prior to any such termination provided herein, and provided that Lessee shall repair any damage to the Premises caused thereby. The right granted Lessee in this Section shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings glued or fastened to the floors or any paneling, tile or the materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished by Lessor. If Lessee shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Lessee shall be deemed abandoned by Lessee and, at the option of Lessor, such property will either become (i) Lessor's ownership, or (ii) Lessor will dispose of such property and bill back Lessee.

ARTICLE VIII

INSURANCE AND INDEMNIFICATION

8.01 INSURANCE. Lessee shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of \$1,000,000 per occurrence and \$2,000,000 taken together and property damage insurance in an amount of \$1,000,000 in companies reasonably satisfactory to Lessor in the joint names of Lessor and Lessee. Insurance shall cover any damage resulting from water intrusion of any source. Lessee shall also keep in force rent insurance as well as fire and extended coverage insurance for the full replacement value of all improvements to the Premises. Lessee's fire and extended coverage insurance shall, in addition, insure the full replacement value of all of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Lessee will cause such insurance policies to name Lessor as an additional insured and to be written to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy unless such loss or damage is caused because of Lessor's negligence and Lessee's insurer does not cover the full cost of damage. In addition, Lessee shall keep in force Worker's Compensation or similar insurance to the extent required by law. Lessee shall deliver said policies or, certificates thereof to Lessor at least (10) days prior to the Lease Commencement Date. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by

independent instrument furnished to Lessor that it will give Lessor thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled. With the execution of this Lease and within ten (10) days prior to any insurance expiration, Lessee will provide Lessor with an insurance certificate evidencing the above coverages.

8.02 INDEMNIFICATION. Lessee hereby agrees to indemnify and hold Lessor harmless from all claims, damages, liabilities, or expenses, including reasonable attorney's fees, arising out of (a) Lessee's use of the Premises, (b) any default or breach in the performance of any obligation of Lessee under this Lease, or (c) any negligence or willful misconduct of Lessee, its agents, or employees. Lessee further releases Lessor from all claims, damages, liabilities, or expenses, including reasonable attorney's fees, sustained by Lessee or any other person claiming by, through, or under Lessee, due to: (x) the Premises or any part thereof of any appurtenance thereto becoming out of repair; (y) the happening of any accident including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and/or air conditioning apparatus; or (z) any acts or omissions of co-Lessees or other occupants of the Property, except to the extent caused by Lessor's negligence and/or failure to timely perform obligations under this Lease. The indemnifications contained in this Section shall survive the termination of this Lease for matters that accrue or otherwise arise prior to the termination of this Lease.

ARTICLE IX **LESSEE'S PROPERTY**

9.01 TAXES. Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by the Lessee and taxes assessed on the basis of Lessee's occupancy thereof.

ARTICLE X **DAMAGES OF CONDEMNATION OF THE PREMISES**

10.01 DAMAGE BY CASUALTY OR FIRE. Lessee shall give to Lessor prompt written notice of any damage to any portion of the Premises resulting from fire or other casualty. No damage to the Premises shall allow Lessee to either surrender possession of the Premises or affect Lessee's liability for the payment of rent or any other covenant contained herein, except as may be specifically provided in this Lease.

If the Premises is damaged by fire, flood, tornado, hurricane, or through any other casualty, this Lease shall continue in full force and effect, unless Lessor determines, in its sole discretion, not to restore. If Lessor elects to restore the Premises to the condition at Lease commencement, it will do so within one hundred twenty (120) days after such damage, subject to force majeure delays. In the event that a portion of the Leased Premises is unlesseeable or incapable of use for the normal conduct of Lessee's business therein due to such damage, a just and proportionate part of the rent shall be abated from the date of such damage until the earlier of

when the Lessor has restored the Premises in the manner and in the condition provided in this Section and notified Lessee of such fact.

In the event Lessor, for any reason, notifies Lessee in writing that it will not restore the Premises as aforesaid, Lessee's sole remedy against Lessor shall be to terminate this Lease as of the date of such decision. If the Premises shall be damaged in whole or in substantial part within the last year of the Lease Term, Lessor or Lessee shall have the option, exercisable within thirty (30) days following such damage, of terminating this Lease, effective as of the date of mailing notice thereof.

Notwithstanding any of the provisions herein to the contrary, Lessor shall have no obligation to restore the Premises. Lessor shall have 30 days to notify Lessee in writing if repairs are not to be made and terminate this Lease, effective as of the date of such damage.

10.02 LOSS OR DAMAGE TO LESSEE'S PROPERTY. Lessor shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise unless caused because of Lessor's negligence. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from any other place or by dampness or by any other cause of whatsoever nature, unless caused because of Lessor's gross negligence. Lessor shall not be liable for any such damage caused by other lessees or persons in the Premises, occupants of property adjacent to the Property, or the public, or for damage caused by operations in construction of any private, public, or quasi-public work. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only, and Lessee shall hold Lessor harmless from any claim arising out of damage to the same, including subrogation claims by Lessee's insurance carriers, unless such damage shall be caused by the willful act or negligence of Lessor.

10.03 CONDEMNATION. If any of the Premises shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Property is taken and its continued operation is not, in Lessor's opinion, economical, this Lease shall automatically terminate as of the date of possession is taken by the condemning authority. Lessee and Lessor may pursue their own separate award, which may be made in such taking or condemnation. In the event of a partial taking, which does not result in the termination of this Lease, Lessor shall promptly restore the remaining premises to a complete unit and all Rent shall be apportioned according to the part of the Premises remaining usable by Lessee. If for any reason, restoration of the Premises is not completed by Lessor within six (6) months after any portion thereof is taken, either Lessor or Lessee may terminate this lease.

ARTICLE XI

DEFAULT OF LESSEE AND REMEDIES

11.01 DEFAULT OR BREACH OF COVENANT. Lessee shall be in default under this Lease ("Default") if Lessee:

11.01.1 fails to pay when due all or any portion of any sum due from Lessee under this Lease and such failure shall continue for more than five (5) days after receipt of written notice from Lessor;

11.01.2 fails to commence to take actions in accordance with the provisions of this Lease to remedy Lessee's failure to perform any of the terms, covenants, and conditions hereof within ten (10) days after receipt of written notice from Lessor specifying the same, or thereafter fails to diligently pursue the cure of such failure within a reasonable period;

11.01.3 transfers, has levied upon, or assigns to any other person, firm, or corporation, whether voluntary or involuntary, except as herein permitted, its interest in this Lease;

11.01.4 takes or has taken against Lessee any petition of bankruptcy; takes action or has taken against Lessee for the appointment of a receiver for all or a portion of Lessee's assets; files a petition for a corporate reorganization or any debtor proceeding; makes an assignment for the benefit of creditors; or if in any other manner Lessee's interest hereunder shall pass to another by operation of law; and/or

11.01.5 commits waste on the Premises.

11.02 REMEDIES UPON DEFAULT. Upon Lessee's Default as set forth in Section 11.01, Lessor may, at its option and without further notice to Lessee, utilize any one or more of the following rights:

11.02.1 Lessor shall have the right to enter upon the Premises for the purpose of showing the property to prospective lessees without assuming any liability for conversion;

11.02.2 Lessor shall have the right, but not the obligation, to enter the Premises for the purpose of correcting any such condition and to remain on the Premises to complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein;

11.02.3 Lessor shall have the right to reenter the Premises immediately (but such reentry shall not serve to release or discharge damages Lessee owes Lessor) with or without order of court by lawful force, without being guilty of trespass, and without liability for the removal of, or obligation to store, Lessee's property or documents, Lessor may remove the property and personnel of Lessee all at the expense of Lessee;

11.02.4 Lessor shall have the right to exercise all other rights and remedies provided by law or in equity to a Lessor with a defaulting Lessee; and/or

11.02.5 After such reentry, Lessor shall have the right to terminate this Lease with 24 hours written notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease.

11.03 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.

ARTICLE XII DELIVERY CONDITION

12.01 DELIVERY CONDITION. Subject to Lessee's right to inspect the Premises prior to execution of this Lease, Lessee hereby accepts the Premises in its "as is" condition and subject to all applicable federal, state or local laws, rules, regulation, codes, ordinances, judgments, decrees, or orders of any state, federal or local government or agency have jurisdiction over the Premises.

ARTICLE XIII SURRENDER OF PREMISES

13.01 CONDITION ON SURRENDER. At the expiration of the tenancy hereby created, Lessee shall surrender the Premises in the same condition as the Premises was in on the Lease Commencement Date, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, to the extent that the same can be covered by fire insurance with extended coverage endorsement and Lessee shall surrender the keys for the Premises to Lessor. Lessee shall (i) remove all its trade fixtures, if permitted hereunder; (ii) remove any signage and repair any damage caused thereby; (iii) deliver in broom clean condition, with all Lessee's personal property removed; and (iv) meet with Lessor's representatives for a lease maturity inspection to confirm the Premises are in surrender condition. If any work remains to be completed post inspection, such work will be completed within five (5) days of inspection or Lessor will complete the work and bill the actual cost back to Lessee. Lessee's obligations hereunder shall survive the expiration or other termination of this Lease.

13.02 HOLDOVER TENANCY. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall, from that day forward, be a Lessee from month-to-month and Lessee shall pay Lessor Rent at one hundred and fifty percent (150%) of the monthly rate in effect immediately prior to the termination of this Lease for the time Lessee remains in possession. No acceptance of Rent by, or other act or statement whatsoever on the part of Lessor, or its agent, or employee, in the absence of a writing signed by Lessor, shall be construed as an extension or as a consent for further occupancy. Lessee shall indemnify and pay Lessor for all documented damages consequential as well as direct, sustained by reason of Lessee's retention of possession, including without limitation the value loss of any approved subsequent Lessee for any portion of the Premises. The provisions of this Section do not exclude

pursuit of Lessor's right of re-entry or any other right under the Lease. Should Lessor send a notice to vacate to Lessee during any such holdover, Lessee shall vacate the Premises within ten (10) days of receipt of the notice.

ARTICLE XIV
GENERAL PROVISIONS

14.01 ASSIGNMENT AND SUBLETTING. Lessee may not sublet the Premises. All assignments of this Lease of the Premises by Lessee shall be subject to and in accordance with all the provisions of this Section. So long as Lessee is not in default under any of the provisions of this Lease:

14.01.1 Lessee may assign this Lease to a wholly owned corporation or controlled subsidiary under the following conditions if the assignee would be engaged in the same Permitted Use as Lessee.

14.01.2 Lessee may assign this Lease to a party, other than a wholly owned corporation or controlled subsidiary, only after obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing provisions of subparagraphs 14.01.1 and 14.01.2 of this Section, any assignee must be of similar or better financial position and experience than Lessee. Lessee shall provide Lessor with authorization to review assignee's credit, financials, and Lessee application, prior to assignment, subject to reasonable confidentiality requirements of assignee.

Notwithstanding the foregoing provisions of subparagraphs 14.01.1 and 14.01.2 of this Section, any assignment shall be only for the Permitted Use, and for no other purpose, and in no event shall any assignment of the Premises release or relieve Lessee from any obligations of this Lease. Any assignee shall assume Lessee's obligations hereunder and deliver to Lessor an assumption agreement in form reasonably satisfactory to Lessor.

14.02 ACCESS. 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.

14.03 APPLICABLE LAW. The laws of the State of North Carolina shall govern the validity, performance, and enforcement of this Lease. Any litigation between the parties hereto concerning this Lease shall be initiated in the county in which the Property is located.

14.04 ENTIRE AGREEMENT. This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreement, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

14.05 WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach for the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived, unless such waiver is in writing.

14.06 ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

14.07 BINDING AGREEMENT. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

14.08 PREVAILING PARTY EXPENSES. If Lessee or Lessor shall at any time breach any of the terms and conditions of this Lease, or shall be in default hereunder, and if the other party shall deem necessary to engage attorneys to enforce its rights hereunder, the losing party will reimburse the prevailing party for the reasonable expenses incurred hereby, including but not limited to court costs and reasonable attorney's fees. If Lessee's rights hereunder are not terminated, the amount of such expenses owed by Lessee to Lessor shall be deemed to be Additional Rent hereunder and shall forthwith be due and payable by Lessee to Lessor.

14.09 SEVERABILITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

14.10 FORCE MAJEURE. Whenever a period of time is prescribed for action by either party under this Lease, such party shall not be liable, penalized, or responsible for any delays due primarily to riots, acts of God, epidemic, pandemic, municipal ordinances, declaration of state of emergency (national, state, or local), or any other causes of any kind whatsoever which are beyond the reasonable control of such party (but specifically excluding financial inability of either party).

14.11 QUIET ENJOYMENT. The Lessor agrees that Lessee 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 does not violate the terms of any zoning affecting the premises.

14.12 COUNTERPART. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same Agreement. Delivery of an executed counterpart of this Agreement electronically shall be effective as delivery of an original executed counterpart of this Agreement. The parties expressly consent and agree that this Agreement including all associated documentation may be electronically signed, and that such signatures shall be governed by the laws, policies and regulations of individual countries, regions and industries. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the parties agree the United States Electronic Signatures in Global and National Commerce Act (“ESIGN”) shall control.

14.13 NOTICE. Any notice, demand, request, or any other communication required, permitted, or desired to be given under this Agreement (collectively, “Notice”) shall be in writing and sent via national overnight courier company (such as UPS or FedEx) or by depositing the Notice with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual’s or department’s attention if so indicated) as hereinafter provided. Each Notice shall be effective upon being delivered to the national overnight courier company or being deposited with the United States Postal Service, as the case may be, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the national overnight courier company’s records or by the return receipt of the United States Postal Service, as the case may be. Rejection or other refusal by the addressee to accept or the inability of the national overnight courier company or the United States Postal Service to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. The addresses of the Parties shall be as follows:

PARTY	CONTACT INFORMATION
If to Lessor:	P.O. Box 339 Valdese, NC 28690 Attn: Todd Herms, Town Manager
With copy to (which shall not constitute notice):	Timothy D. Swanson, Esq. Town Attorney P.O. Drawer 2428 Hickory, NC 28603 timothys@hickorylaw.com
If to Lessee:	Modern Treatment Healthcare Services, LLC. Dr. Kyle Barnes 92 Edgewater Rd. Hickory, NC 28601 704-244-0288

Any Party shall have the right from time to time to change the Party's own address or individual or department's attention to which Notices shall be sent or the address to which copies of Notices shall be sent and to specify up to two additional addresses to which copies of Notices shall be sent by giving the other Party at least ten (10) days' prior written Notice thereof.

14.14 IRAN DIVESTMENT ACT COMPLIANCE. The Parties certify that, as of the date listed below, they are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55 et seq. (the "Iran Divestment Act"). In compliance with the requirements of the Iran Divestment Act, the Parties shall not utilize in the performance of the Agreement any subcontractor that is identified on the Final Divestment List.

14.15 COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION. The Parties certify that that they have not been designated by the North Carolina State Treasurer as a party engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.80 et seq.

14.16 NONDISCRIMINATION. To the extent permitted by North Carolina law, the Parties, for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin.

14.17 E-VERIFY. Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If the Parties utilize a subcontractor they shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

This Space was Intentionally Left Blank. Signatures Appear on the Following Pages.

WHEREFORE, the Parties have duly executed this Lease as of the Effective Date, each acknowledging receipt of an executed copy hereof.

LESSOR:

TOWN OF VALDESE,
A North Carolina municipal corporation

LESSEE:

MODERN TREATMENT HEALTHCARE
SERVICES, LLC.
Dr. Kyle Barnes
A North Carolina corporation

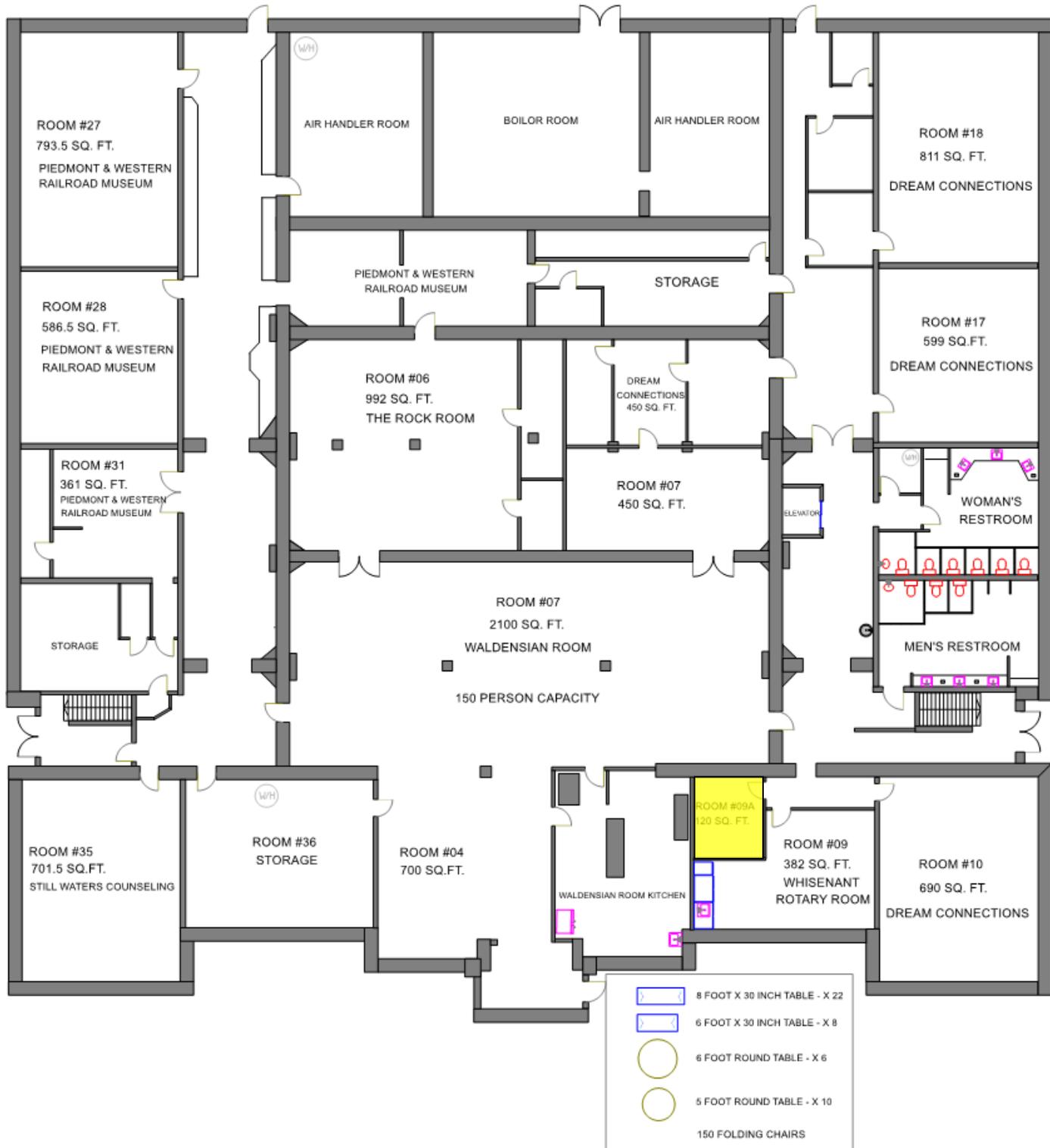
By:

Its:

By:

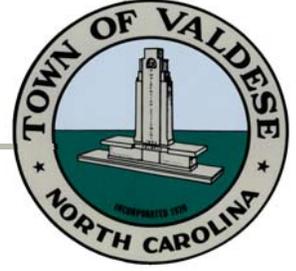
Its:

Exhibit A



Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Town Clerk

Subject: VEDIC Presentation

Meeting: March 2, 2026

Presenter: Kerri Poteat - Executive Director, Eddie McGimsev - Business Development, Telisha Goossens - Loan Officer

ITEM OF INTEREST:

VEDIC Presentation

BACKGROUND INFORMATION:

Members of the VEDIC team will provide Council with an overview of key program areas, including Economic Development Impact and Analytics, Technical Assistance and Business Development services, and the Loan Officer and underwriting process.

BUDGET IMPACT:

N/A

RECOMMENDATION / OPTIONS:

N/A

LIST OF ATTACHMENTS:

Presentation



The logo for VEDIC is centered on a white rectangular background. Above the white background is a teal-colored rectangle. The word "VEDIC" is written in a large, bold, black serif font. Behind the letters, a faint outline map of the state of Virginia is visible. The entire logo is set against a dark blue background that is framed by a thin white border.

VEDIC

"Helping Businesses Start, Grow and Thrive"

VEDIC Office



Our office is conveniently located in downtown Valdese on Main Street, inside the historic Old Rock School

400 Main Street
West
Valdese, NC



VEDIC STAFF



Kerri Poteat
Executive Director



Eddie McGimsey
Business Development



Telisha Goossens
Loan Officer



VEDIC MISSION

VEDIC works to promote a thriving North Carolina economy through partnering with small businesses and entrepreneurs to realize their dreams by providing accessible capital and trusted guidance.

Economic Development Impact & Analytics

Kerri Poteat

LOAN PRODUCTION TO DATE

\$10,708,018

210 Total Loans

JOBS CREATED/RETAINED TO DATE

	Sum of Jobs FT/PT
Alexander	4
Burke	870
Caldwell	23
Catawba	69
Cleveland	3
Iredell	12
McDowell	83
Meck	1
Mitchell	5
Rowan	34
Rutherford	31
Grand Total	1135

DEFAULT RATE

3.8%

8 of 210 Loans

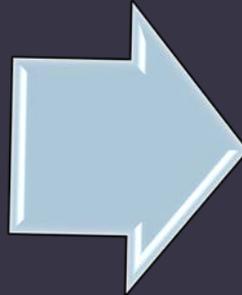
LOAN LOSS % SINCE INCEPTION

1.4%

\$152,086

BURKE COUNTY GOLDEN LEAF REVOLVING LOAN FUND TO DATE

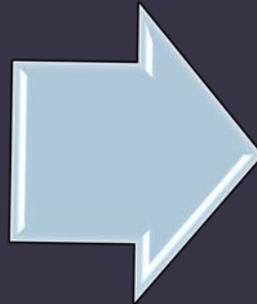
Original
Grant from
GL
\$250,000



Revolved Loan
Fund Total:
\$919,481

VALDESE RURAL CENTER REVOLVING FUND TO DATE

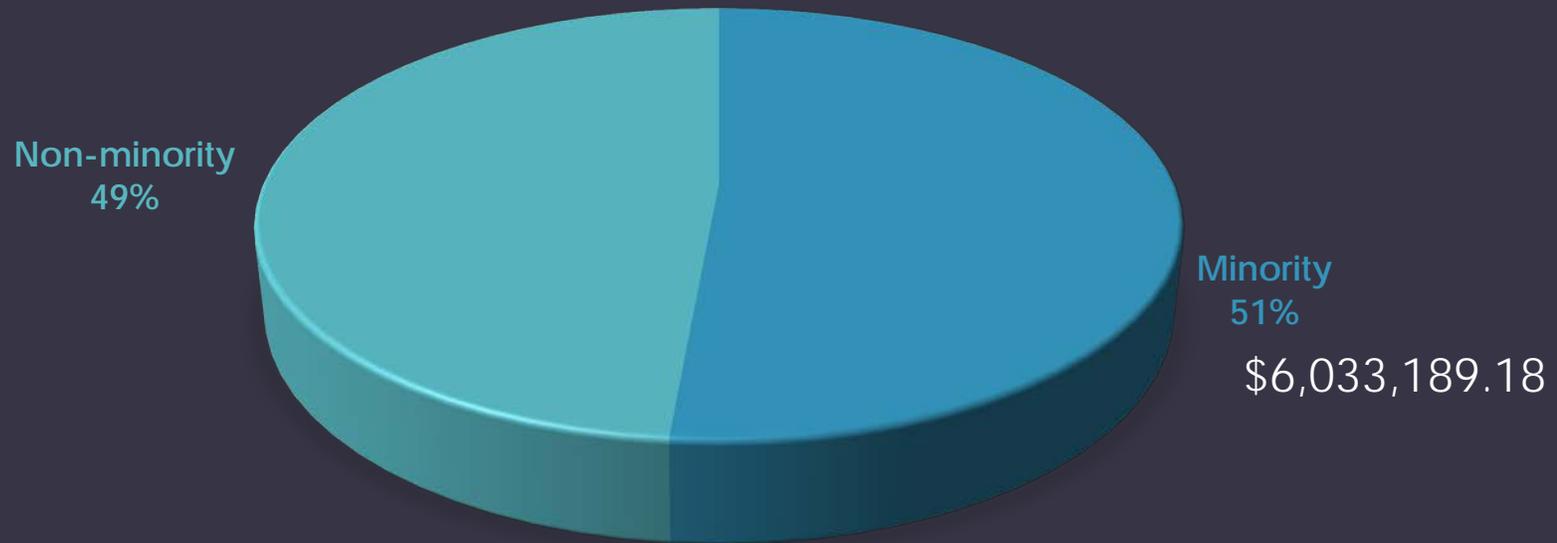
Original
Grant from
RC
\$125,000



Revolved Loan
Fund Total:
\$492,285

MINORITY LENDING

LOAN DEMOGRAPHICS



210 Total Loans

APPALACHIAN REGIONAL COMMISSION GRAND REVOLVING LOAN FUND TO DATE

\$500,000 ARC Grants

\$355,000 = 37 Loans

CURRENT LOAN PORTFOLIO



Technical Assistance & Business Development

Eddie McGimsey

Loan Types

Start-up Cost

Working
Capital

Equipment

Real Estate

Debt
Refinancing

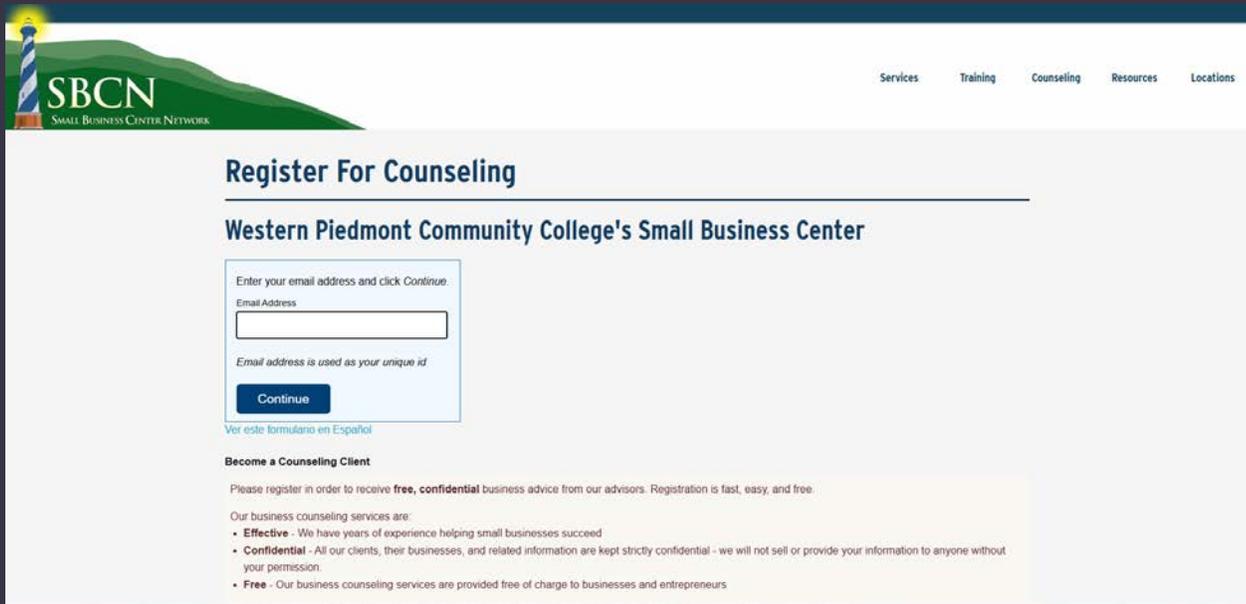
Service Area

VEDIC is authorized to service any area in North Carolina that meets the USDA eligibility requirements.

- Rural areas outside a city or town with a population of less than 50,000.
- Counties of focus:
 - Burke
 - Caldwell
 - Catawba
 - Iredell
 - McDowell
 - Rutherford

Business Development

- Preliminary review of Pre-Application
- Tailored recommendations based on business needs and length of time in operation
- Two requirements to work with VEDIC- (USDA Guideline) Business plan & Bank Denial Letter



The screenshot shows the SBCN (Small Business Center Network) website. The header includes the SBCN logo and navigation links for Services, Training, Counseling, Resources, and Locations. The main content area is titled "Register For Counseling" and "Western Piedmont Community College's Small Business Center". It features a registration form with an email address input field and a "Continue" button. Below the form, there is a link to view the form in Spanish and a section titled "Become a Counseling Client" with a brief description of the services and their benefits.

SBCN
SMALL BUSINESS CENTER NETWORK

Services Training Counseling Resources Locations

Register For Counseling

Western Piedmont Community College's Small Business Center

Enter your email address and click Continue.

Email Address

Email address is used as your unique id

Continue

[Ver este formulario en Español](#)

Become a Counseling Client

Please register in order to receive **free, confidential** business advice from our advisors. Registration is fast, easy, and free.

Our business counseling services are:

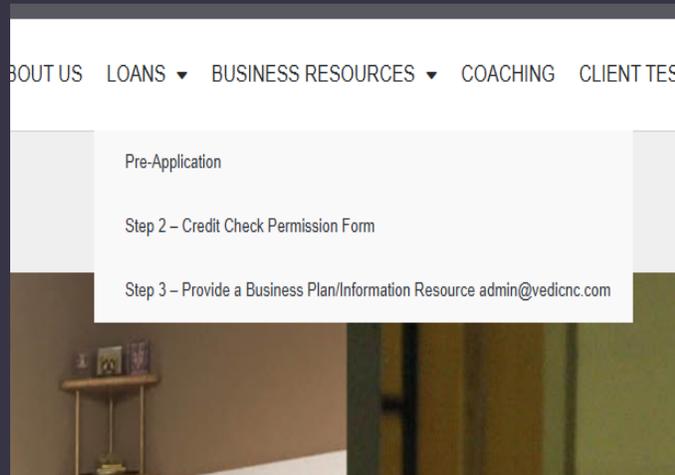
- **Effective** - We have years of experience helping small businesses succeed
- **Confidential** - All our clients, their businesses, and related information are kept strictly confidential - we will not sell or provide your information to anyone without your permission
- **Free** - Our business counseling services are provided free of charge to businesses and entrepreneurs



Client First Steps

Pre Application

www.vedicnc.com





Effective 01/01/2025
Applicant Pre-Application being considered for loans up to \$250,000.

Primary Applicant *

First Name Last Name

Email Primary Applicant *

yourname@serviceprovider.com

Date of Birth *
Date

Personal Address *

Street Address

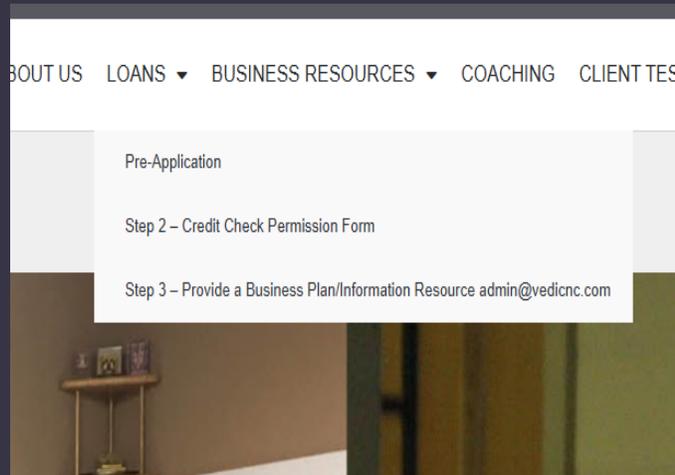
County

City State / Province

Client First Steps

Pre Application

www.vedicnc.com





Effective 01/01/2025
Applicant Pre-Application being considered for loans up to \$250,000.

Primary Applicant *

First Name Last Name

Email Primary Applicant *

yourname@serviceprovider.com

Date of Birth *
Date

Personal Address *

Street Address

County

City State / Province

Technical Assistance

- ❖ Technical Assistance continues for the life of the loan.
- ❖ Relationship is continuously monitored through periodic site visits, and financial updates

Loan Officer & Underwriting

Telisha Goossens



VEDIC
"Helping Businesses Start, Grow and Thrive"



Application Fee - Credit Release Form
*Application Fee is \$75.00 covers 2 applicants and 1 business

Full Name *

First Name

Last Name

Personal Phone *

Area Code Phone Number

Business/Alternate Phone

Area Code Phone Number

Birthdate *

Date

Social Security # *

Business Name Tax ID if Available

Business Name

- Minimum FICO- 600
 - Overall creditworthiness
 - History
 - Payment patterns
 - Obligations

Loan Processing

- Face to face meeting with client
- Documents requested varies based on each request.
- Each piece adds to the overall picture of the borrower's ability to succeed

Loan Review Committee

- Committee is comprised of members of the community
- Loan officer presents findings and recommendations for discussion
- Committee reviews and makes a recommendation to the Board



LOAN REVIEW COMMITTEE

❖ Charles Conley

Office Manager, Burke County United Way

❖ Sharon Jablonski

Director of the Department of Cultural & Creative Development, City of Morganton

❖ Nancy Page

Retired-Personal Banker, Wells Fargo Bank

❖ Tonia Stephenson

President & CEO, Burke County Chamber of Commerce

❖ Marla Thompson

Town of Long View

❖ Lily Laramie

Director, Small Business Center WPC

❖ Suzanne Wallace

Director, Small Business Center Mitchell Community College

❖ Sherry Griffin

Part time/Retired- Western Piedmont Council of Governments

Board Review



- The VEDIC Board is comprised of leaders from the community, SBC, COG
- Loan package presented along with the Loan Review Committee recommendation
- The Board of Directors makes the final loan approval decision

VEDIC BOARD OF DIRECTORS 2025-2026

BOARD MEMBERS

Brian Barrier
John Branstrom
Randy Burns
William Carroll
Kylie Gera
Sherri Long Griffin
Todd Herms
Rick Justice
Sharon Jablonski
Lily Laramie
Rick McClurd
Gary Ogle
Crystal Reed
Karen Robinson
Tonia Stephenson
Bo Weichel
Donna Zamora

Executive Board Members

Chairman- Marla Thompson

Vice Chairman- Butch McSwain

Treasurer- Johnny Berry

Secretary- Jessica Barglsey

2025-2026 Contributors

Burke County

Town of Valdese

City of
Morganton

Town of
Connelly Springs

Town of Drexel

Town of
Hildebran

Town of Rhodhiss

Town of
Rutherford
College

Town of Long
View

ARC Grant

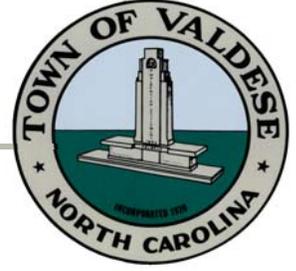
USDA RMAP
Technical
Assistance Grant

Thank You For Your Partnership

- Many thanks to each one that has planted a seed in making VEDIC what it is today.
- We welcome any questions at this time.

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Town Clerk

Subject: State of the Department Report

Meeting: March 2, 2026

Presenter: Valdese Police Chief Marc Sharpe

ITEM OF INTEREST:

State of the Department Report - Police Department

BACKGROUND INFORMATION:

Each month, a Town of Valdese department will provide Council with a short State of the Department report. This report is intended to offer an overview of current operations, highlight recent accomplishments, and outline priorities moving forward.

For this month, the Police Department is providing its State of the Department.

BUDGET IMPACT:

N/A

RECOMMENDATION / OPTIONS:

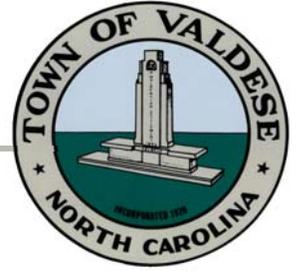
N/A

LIST OF ATTACHMENTS:

N/A

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Mayor and Council

From: Town Manager

Subject: Review of the Public Safety Building Floor Plans

Meeting: March 2, 2026

Presenter: Todd Herms

ITEM OF INTEREST:

A review of proposed floor plans for the Valdese Public Safety Building.

BACKGROUND INFORMATION:

For several years, the Town of Valdese has researched and planned for a facility to house both the Fire and Police Departments. Throughout this process, the project has experienced several starts and stops, including the purchase of at least three different properties considered as potential sites.

To move the project forward with clearer direction, the Town contracted with DR Reynolds to conduct a comprehensive feasibility study. Following that study, the Town Council voted to proceed with a proposed floor plan concept.

The attached draft floor plan represents the next step in the process and will be used to develop construction documents for permitting and to obtain a Guaranteed Maximum Price (GMP) for the project.

BUDGET IMPACT:

The total financial impact of this project is not yet known, but current expectations indicate it will be a multi-million-dollar undertaking.

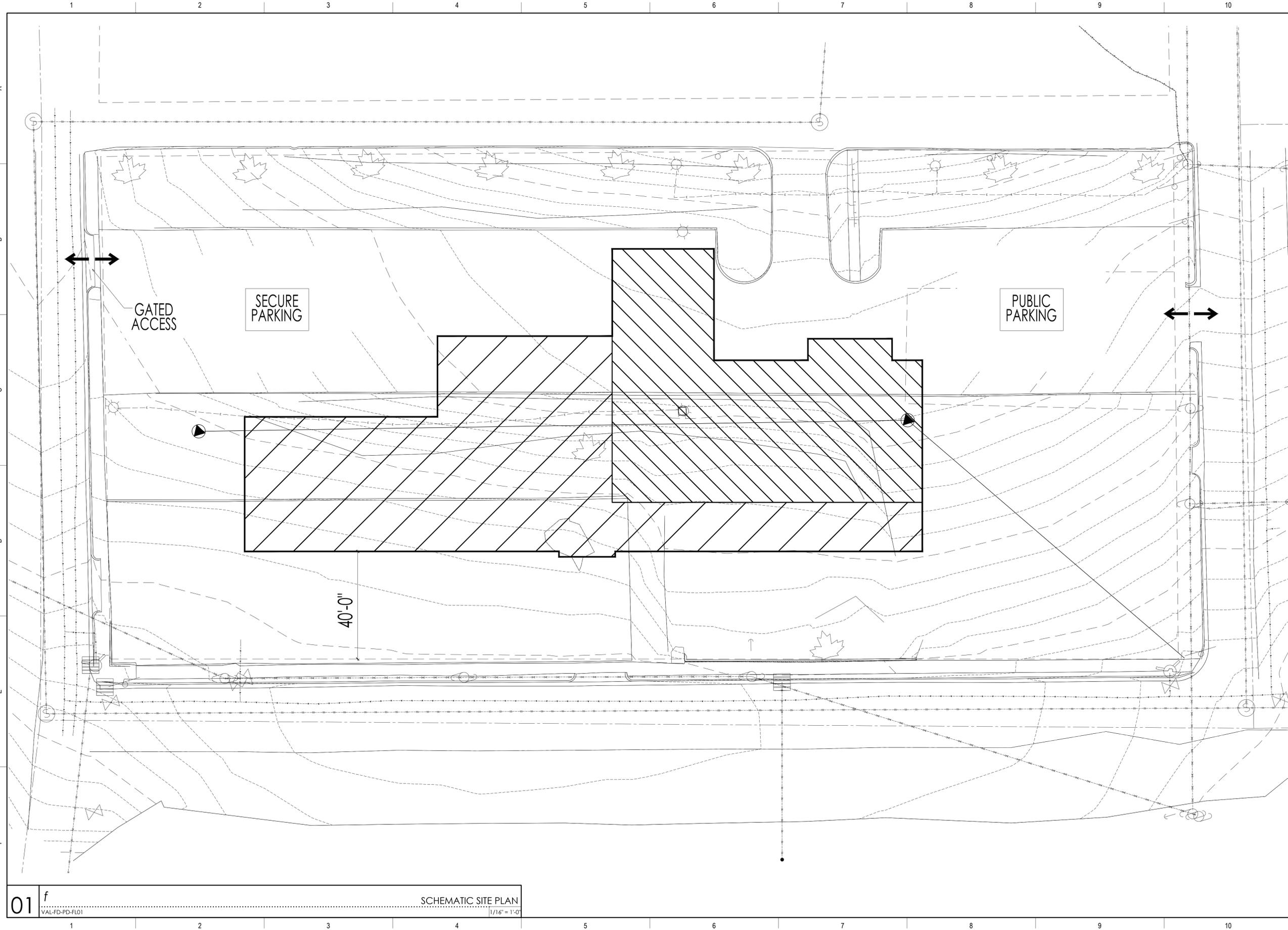
RECOMMENDATION / OPTIONS:

Move forward with this project to get a GMP

LIST OF ATTACHMENTS:

Purposed rough site plan, floor plans for basement (Fire) and top floor (Police).

ALL DESIGNS, DRAWINGS, AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE PROPERTY OF NOVUS ARCHITECTS INC. COPYRIGHT © 2026 ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS



01 f VAL-FD-PD-F101

SCHEMATIC SITE PLAN
1/16" = 1'-0"

NOVUS
always new

ASHEVILLE
ATLANTA
CHARLESTON
CHARLOTTE
ROCKY MOUNT
ST. THOMAS USVI
WINSTON-SALEM

NOVUSARCHITECTS.COM

5455 BETHANIA ROAD
WINSTON-SALEM, NC 27106
P: (336) 923-2377

DR

D. R. REYNOLDS COMPANY, INC.
700 S. HARRIS AVE. SUITE 200
STARR, NC 27156
(910) 428-1360



VALDEESE FIRE AND POLICE STATION

SCHEMATIC SITE PLAN

REVISIONS:

No.	Description	Date

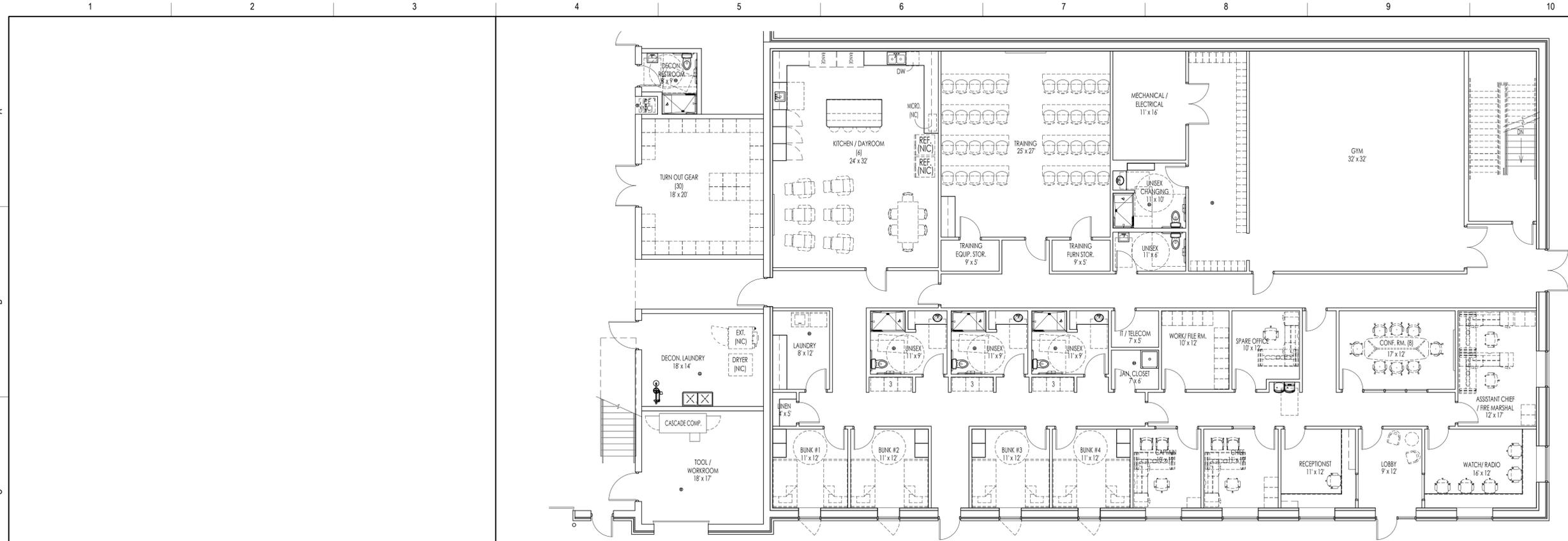
DRAWN BY: CDR
CHECKED BY: -
DATE: 2/10/2026
NOVUS JOB NUMBER
2025-7014.03

SHEET NUMBER
A2.03

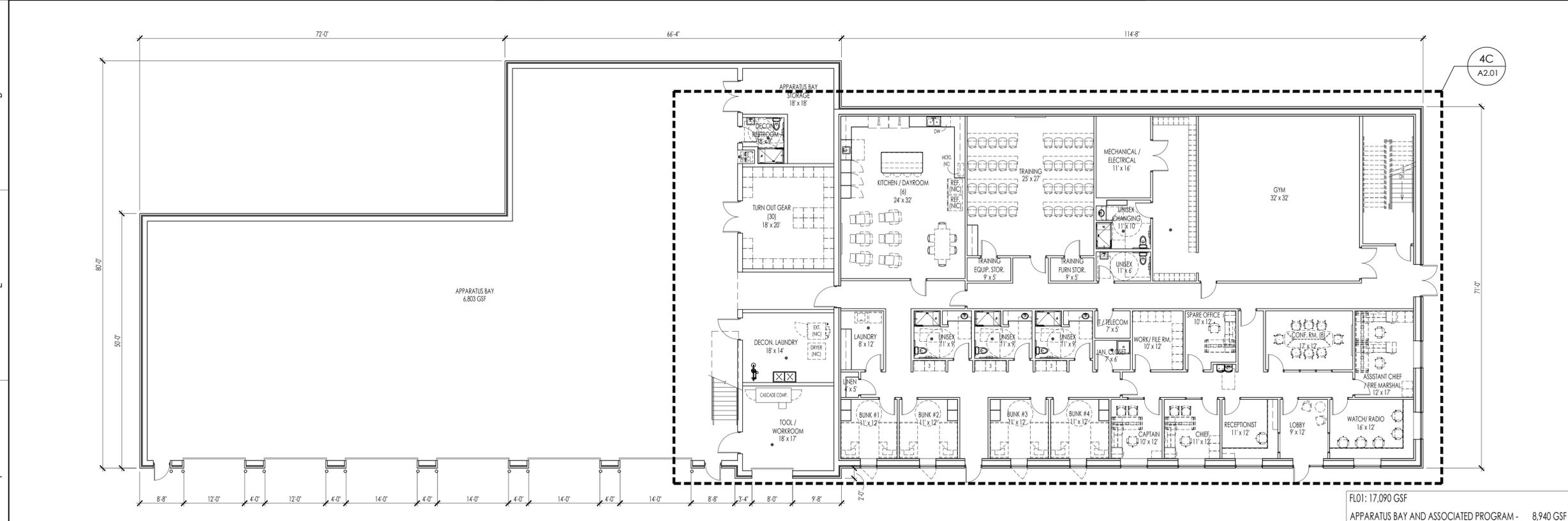
NOT FOR CONSTRUCTION

SCHEMATIC DOCUMENTS

ALL DESIGNS, DRAWINGS, AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE PROPERTY OF NOVUS ARCHITECTS INC. COPYRIGHT © 2026 ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS



04 **C** ENLARGED PARTIAL FIRST FLOOR PLAN
VAL-FD-PD-FLO1 1/8" = 1'-0"



01 **f** FIRST FLOOR PLAN
VAL-FD-PD-FLO1 3/32" = 1'-0"

FLO1: 17,090 GSF
 APPARATUS BAY AND ASSOCIATED PROGRAM - 8,940 GSF
 FIRE DEPARTMENT LIVING QUARTERS AND ADMIN - 4,583 GSF
 SHARED PROGRAM (GYM, TRAINING, MECH - 3,567 GSF

NOVUS
always new
 ASHEVILLE
 ATLANTA
 CHARLOTTE
 CHARLOTTE
 ROCKY MOUNT
 ST. THOMAS USVI
 WINSTON-SALEM
 NOVUSARCHITECTS.COM
 5455 BETHANIA ROAD
 WINSTON-SALEM, NC 27106
 P: (336) 923-2377

DR
 D. R. REYNOLDS COMPANY, INC.
 7000 HOFFMAN ROAD
 STARR, NC 27156
 STAR: (910) 428-1360



VALDESE FIRE AND POLICE STATION
 OVERALL FIRST FLOOR PLAN
 AND PARTIAL FIRST FLOOR PLAN

REVISIONS: Δ

No.	Description	Date

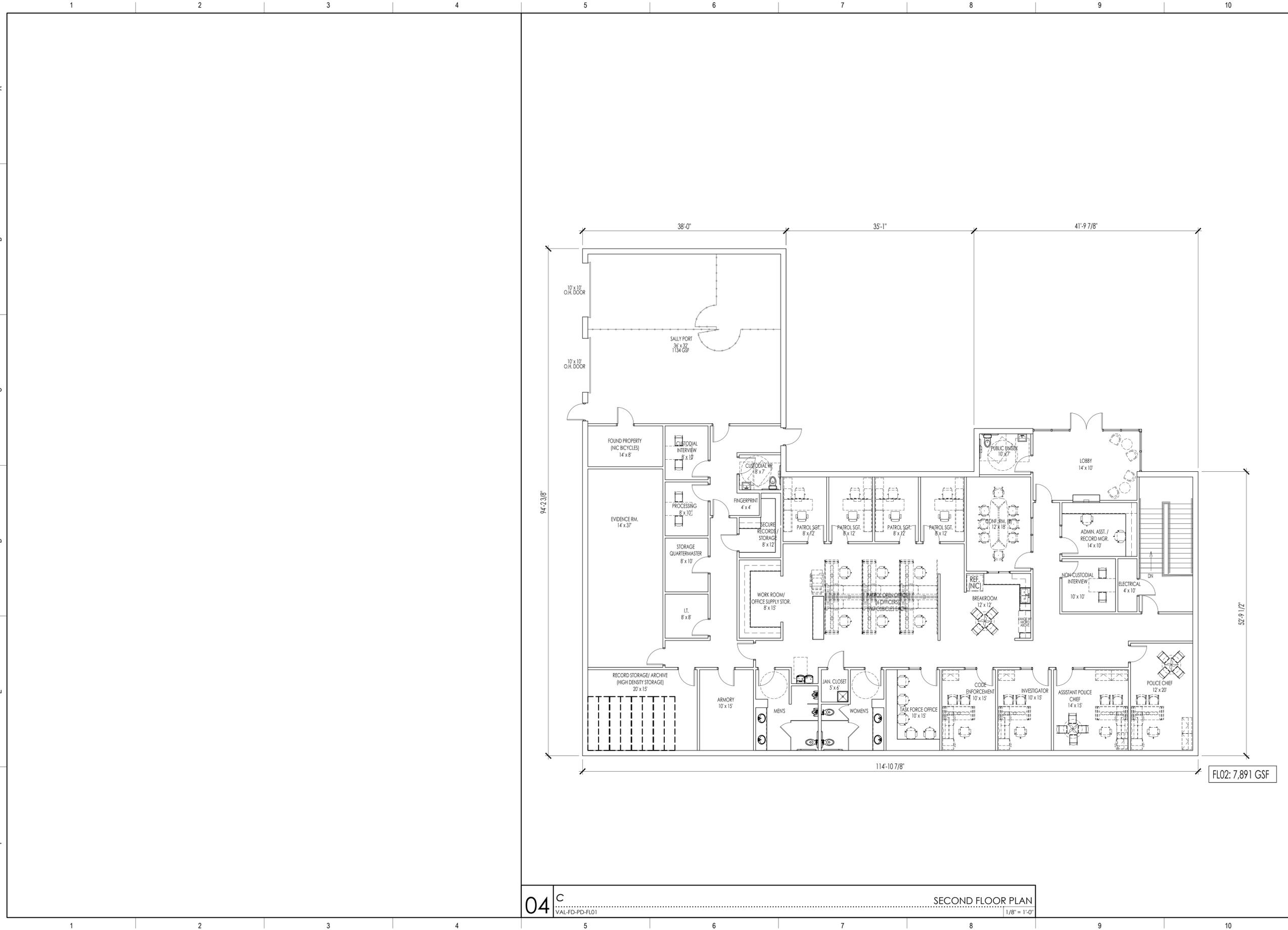
DRAWN BY: CDR
 CHECKED BY:
 DATE: 2/10/2026
 NOVUS JOB NUMBER
2025-7014.03

SHEET NUMBER
A2.01

NOT FOR CONSTRUCTION

SCHEMATIC DOCUMENTS

ALL DESIGNS, DRAWINGS, AND SPECIFICATIONS DEPICTED ON THIS SHEET ARE PROPERTY OF NOVUS ARCHITECTS INC. COPYRIGHT © 2026 ANY UNAUTHORIZED USE OR REPRODUCTION IS SUBJECT TO LEGAL PROSECUTION. POSSESSION IN ANY FORM CONSTITUTES ACCEPTANCE OF THESE CONDITIONS



04 C SECOND FLOOR PLAN
 VAL-FD-PD-FL01 1/8" = 1'-0"



ASHEVILLE
 ATLANTA
 CHARLESTON
 CHARLOTTE
 ROCKY MOUNT
 ST. THOMAS USVI
 WINSTON-SALEM

NOVUSARCHITECTS.COM

5455 BETHANIA ROAD
 WINSTON-SALEM, NC 27106
 P: (336) 923-2377



VALDESE FIRE AND POLICE STATION

OVERALL SECOND FLOOR PLAN

REVISIONS: Δ

No.	Description	Date

DRAWN BY: CDR
 CHECKED BY: -
 DATE: 2/10/2026
 NOVUS JOB NUMBER
2025-7014.03

SHEET NUMBER
A2.02

NOT FOR CONSTRUCTION

SCHEMATIC DOCUMENTS

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: David Andersen, Director, Valdese Parks and Recreation

Subject: Donation of Property at 101 Fat Avenue Northeast to Town of Valdese Ownership

Meeting: March 2, 2026

Presenter: Tom Kennev, Foothills Conservancy of North Carolina; David Andersen, Town of Valdese Parks and Rec.

ITEM OF INTEREST:

Foothills Conservancy of North Carolina wishes to donate the property at 101 Fat Avenue Northeast to Town of Valdese Ownership

BACKGROUND INFORMATION:

The property at 101 Fat Avenue Northeast (referred to in discussion as the Jaschob property) was purchased by Foothills Conservancy as an outdoor recreation area for the Wilderness Gateway State Trail, which currently has planned routes through the Town of Valdese. The deed will contain language regarding outdoor recreation and public trail usage, as Foothills Conservancy was reimbursed through a Complete the Trails grant from the North Carolina State Parks Division of the Department of Natural and Cultural Resources.

The addition of this property would create additional open park space and an outdoor recreation area accessible to the existing Children's Memorial Park, as well as space for additional parking for Children's Memorial Park, with visitors able to cross from one property to another underneath the existing overpass at the southwestern boundary of the property. Town staff and volunteers from the Friends of the Valdese Rec would maintain the property. Finally, the donation of this property can be used as a match for the grant for Children's Memorial Park submitted by the town at the end of January, 2026.

BUDGET IMPACT:

There is no cost for the town to accept the donation of the property. The town would incur costs for park staff time for mowing and maintaining the property after taking ownership.

RECOMMENDATION / OPTIONS:

Staff recommends acceptance of the property in the form of a motion to accept the donation and authorizing the Mayor to sign any required documentation for the transfer of property to town ownership.

LIST OF ATTACHMENTS:

1. Foothills Conservancy Project Outline
2. Foothills Conservancy Presentation



FOOTHILLS CONSERVANCY

OF NORTH CAROLINA

FOREVER AND FOR THE BENEFIT OF ALL

Our Mission

Foothills Conservancy of North Carolina inspires conservation in Western North Carolina by permanently protecting land and water for the benefit of people and all living things.

Our Vision

Foothills Conservancy of North Carolina envisions a thriving region to live and visit, with clean water, healthy forests, productive farmland, diverse wildlife, access to outdoor recreation, and communities that value conservation.

MICOL CREEK

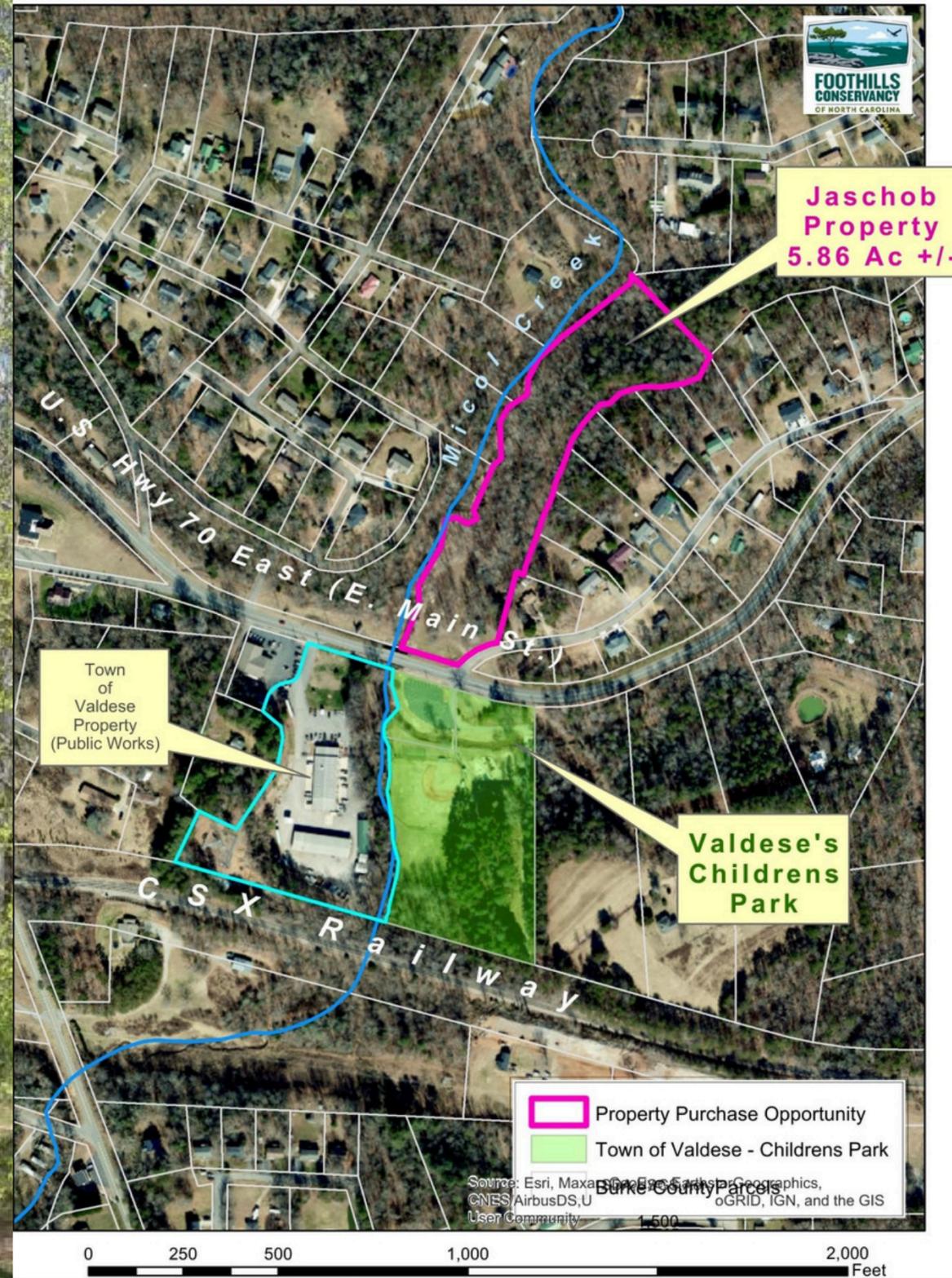
5.69 ACRES | TOWN OF VALDESE

SUMMARY OF REQUEST

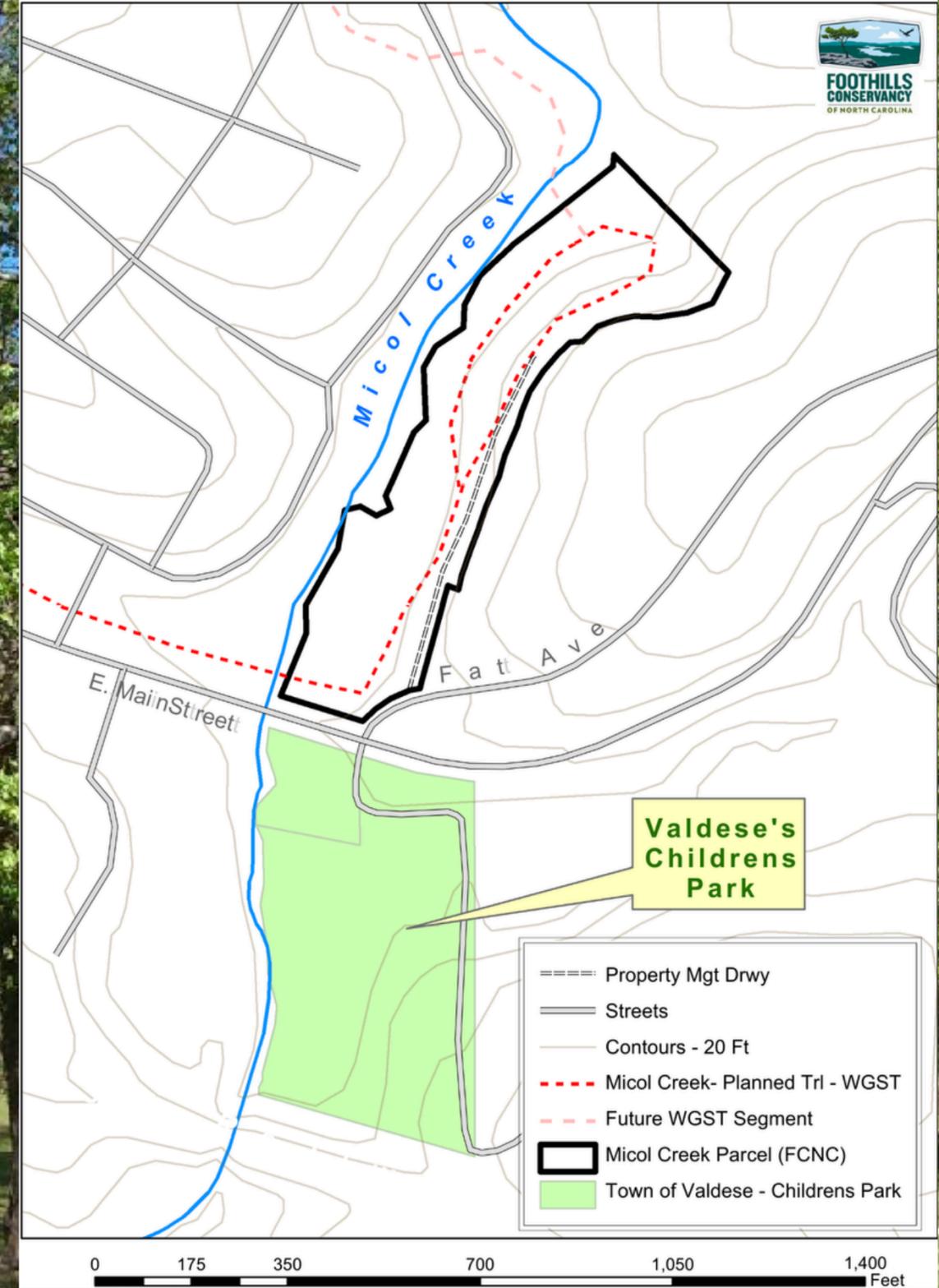
TOWN OF VALDESE APPROVAL

- ACCEPT DONATION OF MICOL CREEK PROPERTY FROM FOOTHILLS CONSERVANCY OF NC

Micol Creek Acquisition - Complete the Trails - Property Map Wilderness Gateway State Trail, Town of Valdese



Micol Creek Acquisition - Complete the Trails - Trail Plan Wilderness Gateway State Trail, Town of Valdese



PROJECT BACKGROUND

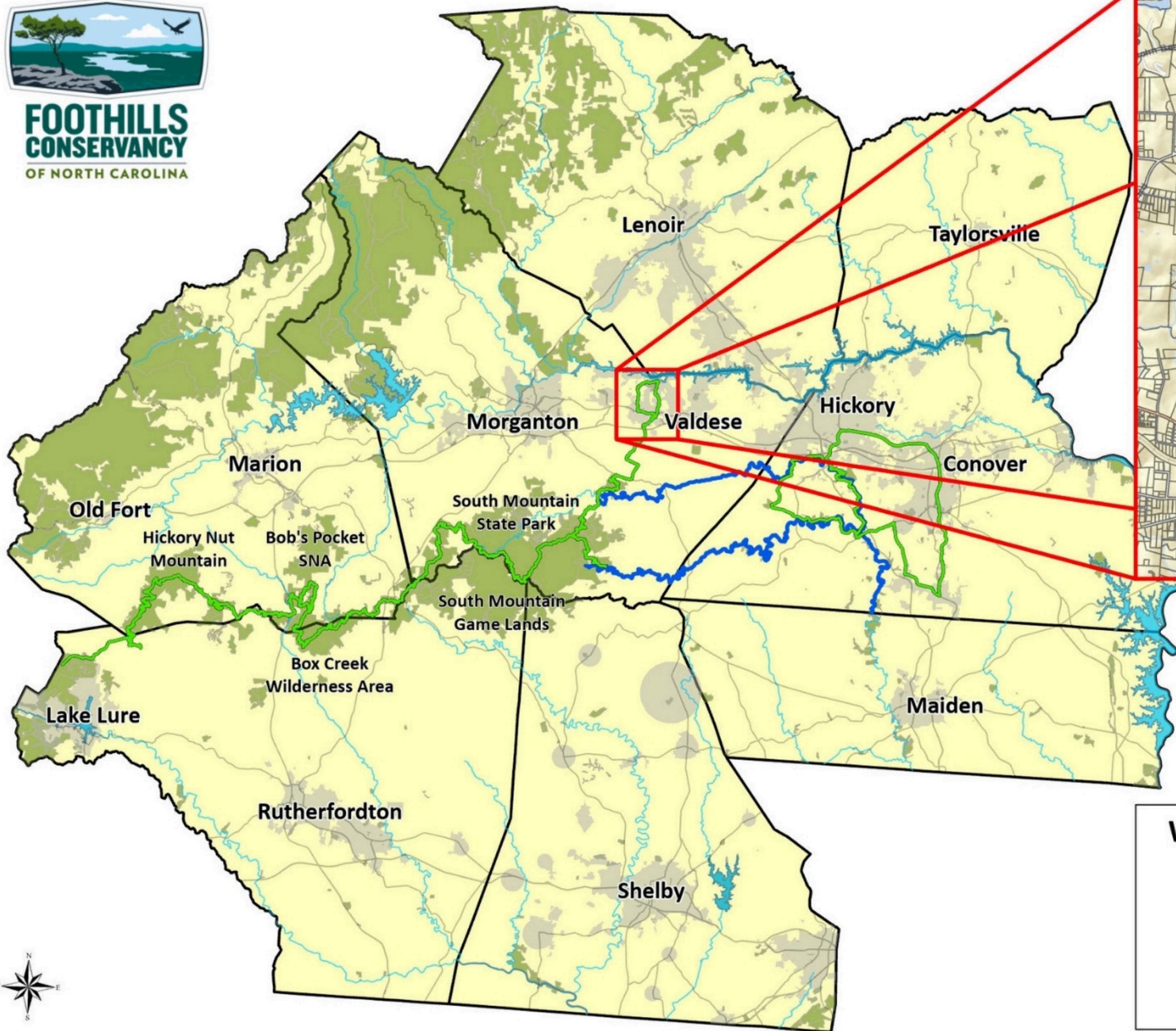
WILDERNESS GATEWAY STATE TRAIL

NC COMPLETE THE TRAILS GRANT

- REIMBURSEMENT TO FCNC FOR INITIAL LAND PURCHASE COST
- PROVIDES UP TO \$15,000 (TRANSACTION LEGAL FEES, PROPERTY SURVEY, HISTORIC/CULTURAL RESOURCES ASSESSMENT)

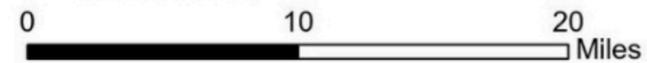


**FOOTHILLS
CONSERVANCY**
OF NORTH CAROLINA



Wilderness Gateway State Trail Overview Map

- WGST (Unbuilt)
- WGST - Blueway
- Major Roads
- Streams & Rivers
- Conserved Lands
- Municipal Boundaries



PROJECT OUTCOMES

PUBLIC TRAIL OPPORTUNITIES:

- **TRAILHEAD // WILDERNESS GATEWAY STATE TRAIL**
- **FUTURE CONNECTION // LOVELADY ROAD/ VALDESE LAKESIDE PARK**
- **ADDITIONAL PARKING // CHILDREN'S PARK**

RECAP & QUESTIONS



February 17, 2026

MICOL CREEK PROPERTY DONATION – Town of Valdese’s Childrens Park

Dear Mayor & Town Council,

Foothills Conservancy proposes to donate and transfer to the Town of Valdese a 5.69-acre tract of vacant land on US 70 East in the Town of Valdese for public trail and park purposes. The tract is across US 70 from Children’s Park. (Exhibit A)

Using a NC Complete the Trails grant awarded to Foothills Conservancy, our land trust will reimburse our land purchase and transaction costs to acquire the tract in December 2022. Our intention in purchasing the land was to transfer it to the Town of Valdese for public trail and park purposes, including a future section of North Carolina’s Wilderness Gateway State Trail. The grant funds awarded include up to \$15,808 in transaction (diligence) costs, including a survey.

We respectfully request the Town of Valdese’s consideration to accept the land donation. Foothills Conservancy anticipates completing the land donation to the Town of Valdese this year.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Kenney", is positioned above the typed name.

Tom Kenney, Land Protection Director
Foothills Conservancy of North Carolina

EXHIBIT A

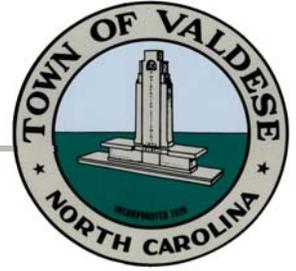
Map

Micol Creek Acquisition - Complete the Trails - Property Map Wilderness Gateway State Trail, Town of Valdese



Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Truman Walton, Fire Chief

Subject: 1932 Mack Fire Truck Donation

Meeting: March 2, 2026

Presenter: Truman Walton, Fire Chief

ITEM OF INTEREST:

1932 Mack Type 50 Fire Engine with Vehicle Identification Number 6BG681057

BACKGROUND INFORMATION:

The 1932 Mack Fire Truck was received by the Town shortly after the Fire Department was first formally organized in 1932. It was the first new fire truck that the Town had purchased. At the time, the only fire departments in the county were Morganton and Valdese, so this truck was used to cover the entire eastern side of Burke County.

The truck was retired from active service in the 1970s, and was driven during parades through 2025.

This resolution would donate the truck to the Waldensian Heritage Foundation, Inc. to be housed, kept, and preserved.

The truck would no longer be able to be utilized during parades.

There is a reverter clause in the resolution, meaning that if the Museum ceased to function or no longer wanted the truck, it would revert back to the Town.

Donation of the truck to the Waldensian Heritage Foundation, Inc. would ensure that it is preserved as a piece of Town history, while not having to be stored and maintained by the Town itself.

BUDGET IMPACT:

None

RECOMMENDATION / OPTIONS:

Staff recommends Town Council adopt the resolution to donate the 1932 Mack Type 50 Fire Engine to the Waldensian Heritage Foundation, Inc.

LIST OF ATTACHMENTS:

A Resolution Approving Conveyance of Personal Property to a Nonprofit Organization Pursuant to the Provisions of NCGS 160A-279.

Image 040

Image IMG_1815





**A RESOLUTION APPROVING CONVEYANCE OF PERSONAL
PROPERTY TO A NONPROFIT ORGANIZATION PURSUANT TO THE
PROVISIONS OF N.C.G.S. § 160A-279**

WHEREAS, the Town of Valdese owns certain personal property consisting of a 1932 Mack Type 50 Fire Engine, Vehicle Identification Number 6BG681057 (the “Truck”); and

WHEREAS, N.C. Gen. Stat. § 160A-279 authorizes a city or county to convey personal property it owns to any public or private nonprofit entity that carries out a public purpose. Any such conveyance must include covenants or conditions ensuring that the property is used for a public purpose by the recipient. The procedural requirements of N.C. Gen. Stat. § 160A-267 apply to such conveyances; and

WHEREAS, the Town Council of the Town of Valdese has declared the Truck to be surplus, obsolete, or unused personal property; and

WHEREAS, the Town of Valdese desires to convey the Truck to the Waldensian Heritage Foundation, Inc., a North Carolina nonprofit corporation recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (the “Foundation”); and

WHEREAS, the Foundation houses, preserves, stores, and maintains artifacts relating to the Waldensian people who first settled the Town of Valdese, for the purpose of preserving and promoting the history and heritage of the Town; and

WHEREAS, the Foundation will use the Truck as a publicly accessible display item for the education and enjoyment of residents and visitors; and

WHEREAS, the Town Council finds that the Foundation’s preservation and public display of the Truck serves a public purpose and benefits the citizens of the Town of Valdese.

NOW, THEREFORE, BE IT RESOLVED by the Town Council for the Town of Valdese that:

1. The Mayor is authorized to execute all documents necessary to convey title to the Truck to the Foundation, in accordance with N.C. Gen. Stat. § 160A-279.
2. The conveyance is made in consideration of the public purpose served by the Foundation’s preservation, maintenance, and public display of the Truck as part of the Town’s historical heritage. Upon transfer of title, the Foundation assumes all responsibility for the possession, storage, maintenance, condition, and use of the Truck.
3. The Truck shall be used by the Foundation solely for historical preservation, educational purposes, and public display consistent with the public purpose described in this Resolution.

4. If the Town determines that the Truck is no longer being used for the public purposes described in this Resolution, or if the Foundation ceases to exist or transfers possession or ownership of the Truck without the Town’s prior written consent, then title to the Truck shall automatically revert to the Town of Valdese, at no cost to the Town. The Mayor or Town Manager is authorized to execute any documents reasonably necessary to evidence or effectuate such reversion.

5. The Truck is conveyed as is, where is, with all faults, and without any representation or warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, condition, safety, or suitability for display or operation. The Foundation acknowledges that it has had the opportunity to inspect the Truck and accepts it in its present condition.

6. Notice of this resolution was provided in accordance with the procedural requirements of N.C. Gen. § 160A-267 and 160A-279 by posting on the Town’s official website at <https://www.townofvaldese.com/> on Monday, February 23, 2026.

THIS RESOLUTION IS ADOPTED this ____ day of _____, 2026.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

[AFFIX SEAL]

ATTEST:

By: _____
Keith Huffman, Mayor

Jessica Lail, Town Clerk

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Michael Rapp - Town Planner

Subject: Resolution to Withdraw the Massel Avenue Sidewalk

Meeting: March 2, 2026

Presenter: Bo Weichel

ITEM OF INTEREST:

Resolution to withdraw the Massel Avenue Sidewalk Project, BL-0166, from the Statewide Transportation Improvement Plan.

BACKGROUND INFORMATION:

The Greater Hickory Metropolitan Planning Organization (GHMPO) periodically issues a call for transportation projects through its Locally Administered Projects Program (LAPP), which provides funding assistance to local governments for eligible infrastructure improvements. In response to a previous call for projects, the Town of Valdese submitted an application to construct a curb-and-gutter sidewalk along Massel Avenue SE, beginning at Rodoret Street S and ending at Carolina Street SE. This project was subsequently programmed into the GHMPO Transportation Improvement Plan (TIP) as project BL-0166, with funding allocated for Preliminary Engineering, Right-of-Way and Utility Acquisition, and Construction.

Since the project was originally programmed, the Town has experienced increasing cost demands across multiple municipal priorities. After further evaluation of the Massel Avenue sidewalk project scope and financial obligations required under the LAPP grant program, staff has determined that the Town's local share and long-term financial commitments associated with the project are cost prohibitive at this time.

As a result, staff is recommending that the Town formally withdraw the Massel Avenue Sidewalk Project (BL-0166) from the Statewide Transportation Improvement Plan, thereby returning the \$760,000 in Surface Transportation Block Grant – Direct Attributable (STBG-DA) funds to GHMPO's LAPP discretionary pool for future reallocation. Withdrawal of the project would also free up approximately \$190,000 in Town funding commitments previously associated with the project.

BUDGET IMPACT:

N/A

RECOMMENDATION / OPTIONS:

Staff recommends adoption the resolution to withdraw the Massel Avenue Sidewalk Project, BL-0166, from the Statewide Transportation Improvement Plan.

LIST OF ATTACHMENTS:

Resolution to Withdraw the Massel Avenue Sidewalk Project, BL-0166, from the Statewide Transportation Improvement Plan.

TOWN of VALDESE

RESOLUTION

Resolution to withdraw the Massel Avenue Sidewalk Project, BL-0166,
from the Statewide Transportation Improvement Plan

WHEREAS, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Locally Administered Projects Program (LAPP); and

WHEREAS, the Town of Valdese submitted an application and funding was programmed for Preliminary Engineering, Right-of-Way & Utility Acquisition, and Construction for a curb and gutter sidewalk along Massel Avenue SE, Valdese starting at Rodoret Street S and ending at Carolina Street SE, identified as BL-0166 in GHMPO’s Transportation Improvement Plan (TIP); and

WHEREAS, the Town of Valdese has determined that the sidewalk required by the LAPP Grant is cost prohibitive both as a singular project as well as it being cost prohibitive overall to the Town budget due to other competing projects which rose in costs; and

WHEREAS, the Town of Valdese is returning \$760,000 in Surface Transportation Block Grant – Direct Attributable (STBG-DA) funds to GHMPO’s LAPP discretionary funding.

NOW, THEREFORE, BE IT RESOLVED, the Town of Valdese Town Council requests that the Western Piedmont Council of Governments withdraw the Massel Ave Sidewalk Project, BL-0166, from the Statewide Transportation Improvement Plan.

THE FOREGOING RESOLUTION IS ADOPTED THIS ____ DAY OF _____ 2026.

Keith Huffman, Mayor

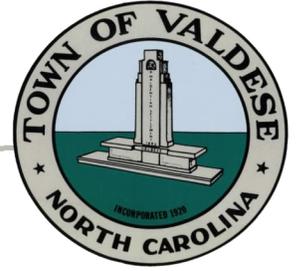
ATTEST:

Jessica Lail, Town Clerk

(corporate seal)

Town of Valdese

AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Police Dept. personnel salary expense

Meeting: March 2, 2026

Presenter: Bo Weichel

ITEM OF INTEREST:

Amend the salary expense for Police Department due to the loss of a full time officer and vacation leave balance payout.

BACKGROUND INFORMATION:

The Town will be required to pay accrued vacation time for a departing police officer, necessitating a small budget amendment. This obligation highlights the limited flexibility within the Police Department's current operating budget.

To maintain adequate patrol coverage, the Department plans to utilize an existing reserve officer and supplement staffing with additional reserves as needed. However, the current reserve officer pay rate of \$17 per hour is significantly below prevailing market rates and has proven insufficient to attract personnel for open shifts. To remain competitive with nearby agencies such as Drexel and Long View, it will be necessary to simultaneously increase the reserve pay rate to \$27 per hour. For comparison and additional context, part-time security positions at local hospitals can offer wages of \$40 per hour.

Reserve officers serve in part-time roles without benefits, making them a substantially more cost-effective option than hiring additional full-time personnel while still supporting operational needs.

Without this budget adjustment, the Department anticipates staffing levels will be reduced to a single patrol officer during night shifts approximately one out of every three nights through July, which will impact service levels and response capacity.

The total budget impact is \$9,942.

BUDGET IMPACT:

\$9,942 from General Fund balance reserves.

RECOMMENDATION / OPTIONS:

Approve Budget Amendment #4-10

LIST OF ATTACHMENTS:

Budget Amendment #4-10

Budget Amendment # 4-10

Subject: Police Dept. personnel budget

Description: Adjustment salary expense due to loss of a full time officer plus vacation leave payout.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Reserves		9,942
Total		\$0	\$9,942

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5100.020	Wages	4,110	
10.5100.050	FICA taxes	646	
10.5100.065	Deferred Contributions	206	
10.5100.070	Retirement System	660	
10.5100.022	Part time reserve officers	4,320	
Total		\$9,942	\$0

Section II:

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

Town of Valdese AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Chief of Police Marc Sharpe and Animal Control/Code Enforcement Officer Sean Link

Subject: Proposed and suggested changes to the Valdese Code Enforcement and Animal Control Ordinances

Meeting: Monday, March 2, 2026

Presenter: Chief Sharpe and Officer Link

ITEM OF INTEREST:

Town of Valdese Code or Ordinances: Chapter 2: (Animals), Chapter 3: (Abandoned, Nuisance, and Junked Vehicles), Chapter 4: (Nuisances related to Property), and additional part 8 offenses.

BACKGROUND INFORMATION:

Upon hiring our new Animal Control/Code Enforcement Officer we utilized the City of Hickory as a big brother to assist in some of our training with Officer Link. In doing so, we also closely examined some of our existing ordinances and located what we believed to be some outdated material as well as some suggested changes to our definitions to more clearly define and add substance to our codes, mainstream our appeal process to help the flow of our enforcement, and a simplification of some of our paperwork for both the citizen and officer, and a clear laid out pathway and collection of unpaid fines for the habitual offender through our Town Attorney. to name a few.

Specifics:

Chapter 2: Removing the "Department of Public Works", "Public Works Department" and Director of Public Works and replacing it with Animal Control Officer; this was never updated following Code Enforcement's move from Public Works, this will expedite paperwork involving dangerous animals.

Chapter 3: Changes to the Definition of Abandoned vehicles.

Chapter 4: An addition to Nuisances involving property to declare any usage of a property to congregate or frequent for the usage of any substance in violation of the North Carolina Controlled Substances Act and or the keeping or maintaining of drug paraphernalia on the property. Added appeals to go through the Chief of Police rather than the board of adjustments.

The changes requested are updates following a comprehensive review of our town ordinances as it relates to our Code Enforcement Operations. It is believed that these changes would authorize and enhance the Valdese Police Code Enforcement to be more efficient and provide a wider range of options for problem solving in our community.

BUDGET IMPACT:

The town should be able to recoup and collect more on abatement fees and fines through legal process.

RECOMMENDATION / OPTIONS:

Town Staff graciously request Council approve the presented resolution authorizing the amendments to current Valdese Ordinance Chapters 2, 3, and 4.

LIST OF ATTACHMENTS:

- Valdese Town Ordinance Chapter 2: (Animals) Unchanged
- Valdese Town Ordinance Chapter 3: (Abandoned, Nuisance and Junked Motor Vehicles
- Valdese Town Ordinance Chapter 4:(Nuisances related to property) Unchanged
- Final proposal for changes to Chapters 2,3, and 4 of the Valdese Town Ordinances and copies of newly designed forms.

CHAPTER 2

Animals

ARTICLE A

General

- Section 8-2001 Title.
- Section 8-2002 Authority.
- Section 8-2003 Jurisdiction.
- Section 8-2004 Purpose and intent.
- Section 8-2005 Definitions.
- Section 8-2006 Responsibility.
- Section 8-2007 Interference.
- Section 8-2008 Concealment.
- Section 8-2009 Exemptions.
- Section 8-2010 reserved.

ARTICLE B

Administration

- Section 8-2011 Supervision.
- Section 8-2012 Duties.
- Section 8-2013 Personnel.
- Section 8-2014 Policies.
- Section 8-2015 through section 8-2020 reserved.

ARTICLE C

Prohibited Acts and Conditions

- Section 8-2021 Cruelty to animals.
- Section 8-2022 Nuisances.
- Section 8-2023 Animal bites.
- Section 8-2024 Beekeeping.
- Section 8-2025 Dead animals; burial.
- Section 8-2026 Festivals and concerts.
- Section 8-2027 Strays and at large.

Section 8-2028 Wild or exotic animals.

Section 8-2029 Animal keeping.

Section 8-2030 Number of dogs and cats allowed.

ARTICLE D

Licenses and Permits

Section 8-2031 through 8-2033 reserved.

Section 8-2034 Rabies.

Section 8-2035 through 8-2040 reserved.

ARTICLE E

Miscellaneous Regulations

Section 8-2041 Dangerous animals.

Section 8-2042 Restraint and confinement.

Section 8-2043 Adequacy and location of shelter.

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

Section 8-2045 Zoning rules applicable.

Section 8-2046 through 8-2050 reserved.

ARTICLE F

Enforcement

Section 8-2051 Impoundment.

Section 8-2052 Powers.

Section 8-2053 Conflicts.

Section 8-2054 Remedies.

Section 8-2055 Penalties.

ARTICLE A

General

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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 Chief of Police or some other authorized person to administer and enforce the permitting, inspection and enforcement requirements of this chapter and applicable state laws.

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 has 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. (Ord. of 6/4/18; Ord. of 4/4/22)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 8-2010 Reserved.

ARTICLE B

Administration

Section 8-2011 Supervision.

This chapter and other ordinances or state laws dealing with dogs, cats and animals shall be administered under the direction and supervision of the Town Manager and the Chief of Police who shall be responsible for the development and implementation of policies and procedures providing for the enforcement of this chapter. Specific duties and responsibilities assigned to the Town of Valdese Police Department, or to the Chief of Police, by this chapter may be delegated to animal control officers and other personnel. (Ord. of 6/4/18; Ord. of 4/4/22)

Section 8-2012 Duties.

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

- (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 or the Town Council or both. (Ord. of 6/4/18)

Section 8-2013 Personnel.

The Chief of Police may appoint animal control officers and assign such personnel as is necessary to effectively administer this chapter. (Ord. of 6/4/18; Ord. of 4/4/22)

Section 8-2014 Policies.

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

In the event the services of a county animal shelter or an independent shelter operated by some other private or public entity is used by the town, it is recognized that the rules and regulations issued by the governing body of that facility concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals and other operational matters may be controlling and therefore to the extent possible, policies issued by the Chief of Police shall be consistent with the policies of that facility. (Ord. of 6/4/18; Ord. of 4/4/22)

Sections 8-2015 through 8-2020 reserved.

ARTICLE C

Prohibited Acts and Conditions

Section 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. (Ord. of 6/4/18)

Section 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 maintain ing 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 fouling 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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~~ ^{ANIMAL CTL OFFICER} is not responsible for the disposal of any dead animal. (Ord. of 6/4/18)

Section 8-2026 Festivals and concerts.

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 unless authorized by the Town Manager. The festival or concert boundary shall include any area that is a part of the festival or concert and shall include any public street, sidewalk or other publicly owned area within the confines of such festival or concert, 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 or concert. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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 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.

(b) Notwithstanding this section, the following wild or exotic animals may be kept and maintained subject to the permit requirements stated below:

Non-human primates weighing less than fifteen (15) pounds at maturity;

Other mammals weighing less than forty (40) pounds at maturity;

Birds weighing less than fifteen (15) pounds at maturity; and

Non-venomous reptiles less than six (6) feet in length.

(c) Permits. Every owner of a wild or exotic animal, not otherwise prohibited by this section, shall be subject to the following requirements:

(1) Permits required. No person may keep or possess a wild or exotic animal in the town without first obtaining all permits required by the federal or state governments for keeping such animal and obtaining the permits as required by this subsection.

(2) Application. The owner of any wild or exotic animal must first complete a registration application which shall be supplied by the Town Public Works Department. The application, once completed, shall contain the following information: *ANIMAL CTI OFFICER*

- a. Name, address, telephone number and any e-mail address of the applicant;
- b. Description of the animal, including species, sex, and expected mature body weight and length or height;
- c. Street address of the premises where the animal will be kept;
- d. Copies of any federal or state permits or licenses required for the keeping of such animal, and
- e. Proof of the applicant's ability to respond in damages for any bodily injury or death of any person, or for damages to property of any person other than the owner that may result from the ownership, keeping or maintenance of such animal. Such proof of ability to respond in damages may include a certificate of insurance, an appropriate surety bond, or other sufficient proof reasonably satisfactory to the Public Works Director. (Ord. of 6/4/18)

Section 8-2029 Animal keeping. *ANIMAL CTI OFFICER*

(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 (3) 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~~ 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Sections 8-2031 through 8-2033 reserved.

ARTICLE D

Licenses and Permits

Section 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. (Ord. of 6/4/18)

Sections 8-2035 through 8-2040 reserved.

ARTICLE E

Miscellaneous Regulations

Section 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.

Animal
Control
Officer

(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.

Animal Ctl Officer

(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;
 - 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 Animal Control Appellate Board. The Animal Control Appellate Board shall consist of the Town Manager and at least one additional member duly appointed by Town Council. The Animal Control Officer conducting the initial investigation shall not be a member of the Animal Control Appellate Board. 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. Animal Control Appellate Board shall render its 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.

(j) 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. (Ord. of 6/4/18; Ord. of 5/2/22)

Section 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~~^{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 service of the order, but not later than five (5) days 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 issued 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.
(Ord. of 6/4/18)

Section 8-2043 Adequacy and location of shelter.

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

(b) ~~Location~~. Structures for the confinement of an animal shall generally be located in a manner so that such structures do not become a nuisance to adjacent property owners because of odor, smell, noise or other factors that interfere with the right of the occupants of adjacent property to the full enjoyment of their property. (Ord. of 6/4/18; Res. of 9/3/19)

Section 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 are 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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Sections 8-2046 through 8-2050 reserved.

ARTICLE F

Enforcement

Section 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) ^{132 of 186} 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~~ ^{may} cause the animal to be destroyed in a humane manner approved by the Director of Public Works. *OFFICER* *Animal Care*

(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. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 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.

The Town Council may designate some other board or agency to conduct such hearings and to review such determinations, the procedural rules and regulations issued by that designated agency shall be controlling and that agency is granted the jurisdiction and full authority under this chapter to

discharge all of the powers granted in G.S. Chapter 67 or under this chapter or under any other state or local law governing animals. (Ord. of 6/4/18)

Section 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. (Ord. of 6/4/18)

Section 8-2055 Penalties.

(a) A violation of this chapter shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. (Ord. of 5/2/22)

(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. (Ord. of 6/4/18)

CHAPTER 3

Abandoned, Nuisance and Junked Motor Vehicles

- Section 8-3001 Administration.
- Section 8-3002 Definitions.
- Section 8-3003 Abandoned vehicle unlawful; removal authorized.
- Section 8-3004 Nuisance vehicle unlawful; removal authorized.
- Section 8-3005 Junked motor vehicle regulated; removal authorized.
- Section 8-3006 Declared to be a health or safety hazard.
- Section 8-3007 Removal of abandoned, nuisance or junked motor vehicles; pre-towing notice requirements.
- Section 8-3008 Exceptions to prior requirement.
- Section 8-3009 Removal from private property.
- Section 8-3010 Removal of vehicles; post-towing requirements.
- Section 8-3011 Right to probable cause hearing before sale or final disposition of vehicle.
- Section 8-3012 Redemption of vehicle during proceedings.
- Section 8-3013 Sale and disposition of unclaimed vehicle.
- Section 8-3014 General penalty.
- Section 8-3015 Exceptions.
- Section 8-3016 Unlawful removal of impounded vehicle.
- Section 8-3017 Protection against criminal or civil liability.

ABANDONED, NUISANCE AND JUNKED MOTOR VEHICLES

Section 8-3001 Administration.

The police department, fire department, and code enforcement officer of the town shall be responsible for the administration and enforcement of this article. The police department shall be responsible for administering the removal and disposition of vehicles determined to be "abandoned" on the public streets and highways within the town and on property owned by the town. The Town Council, with the assistance of the code enforcement officer, town planner, or fire department, shall be responsible for administering the removal and disposition of "abandoned," "nuisance" or "junked motor vehicles" located on private property. The town may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked motor vehicles in compliance with this article and applicable state laws. Nothing in this article shall be construed to limit the legal authority or powers of the town police department and fire department in enforcing other laws or in otherwise carrying out their duties.

(Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3002 Definitions.

136 of 186

For purposes of this chapter, certain words and terms are defined as herein indicated:

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

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

(b) *Authorizing official.* The supervisory employee of the police department or the code enforcement officer, respectively, designated to authorize the removal of vehicles under the provisions of this chapter.

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

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

- (1) Is partially dismantled or wrecked; or
- (2) Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
- (3) Is more than five (5) years old and appears to be worth less than five hundred dollars (\$500).

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

- (1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or
- (2) A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height; or
- (3) A point of collection of pools or ponds of water; or
- (4) A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor, visible presence; or
- (5) One which has areas of confinement which cannot be operated from the inside, such as trunks, hoods, passenger interior, or other interior sections, etc.; or
- (6) So situated or located that there is a danger of it falling or turning over; or
- (7) One which is a point of collection of garbage, food waste, animal waste, or any other rotten or putrescible matter of any kind; or
- (8) One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass; or
- (9) So offensive to the sight as to damage the community, neighborhood or area appearance; or
- (10) Used by children in play activities; or
- (11) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the town council. (Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3003 Abandoned vehicle unlawful; removal authorized.

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

(b) Upon investigation, proper authorizing officials of the town or code enforcement officer may determine that a vehicle is an abandoned vehicle and order the vehicle removed. (Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3004 Nuisance vehicle unlawful; removal authorized.

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

(b) Upon investigation, the code enforcement officer may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed. (Ord. of 2/5/90; Ord. of 5/6/19)

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

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

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

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

(c) Permitted concealment or enclosure of junked motor vehicle: Any other junked motor vehicle(s) must be kept in a garage or building structure that provides a complete enclosure so that the junked motor vehicle(s) cannot be seen from a public street or abutting property. A garage or building structure means one which is erected pursuant to the lawful issuance of a zoning permit and a building permit which has been constructed in accordance with all zoning and building code regulations. (Ord. of 2/5/90; Ord. of 5/6/19)

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

Any partially dismantled or wrecked vehicle, vehicle which is incapable of self-propulsion or being moved in the manner for which it was originally intended, vehicle left on private property without the consent of the owner, occupant or lessee thereof, or any junk motor vehicle is declared to be an attractive nuisance for children, a breeding place for rats and vermin, and a potential fire hazard. All vehicles abandoned upon privately owned property, which have been abandoned for as long as 30 days are declared to constitute a health and safety hazard. (Ord. of 5/6/19)

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

Except as set forth in section 8-3008 below, an abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of

138 of 138
the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and mailing addresses of the registered owner, or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, notice shall be given by first class mail (or any other method authorized for service by North Carolina Rules of Civil Procedure). The person who mails the notice(s) shall retain a written record to show the name(s) and address(es) to whom the notice is mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle. The notice shall state that the vehicle will be removed by the town on a specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

An order to remove abandoned vehicles on private property, nuisance vehicles and junked motor vehicles to which notice is required to be given, may be appealed by the registered owner or person entitled to possession, does not remove the vehicle, but chooses to appeal, within the time period stated in the notice by appearing before the BOA. Such appeal shall stay the order of removal until final determination by the BOA. The appeal shall consider the determination that the vehicle is abandoned, or in the case of a nuisance vehicle, or in the case of a junked motor vehicle, that the aesthetic benefits of removing the vehicle outweigh the burdens. In the event no appeal is taken within the time period stated in the notice to remove, the code enforcement officer may proceed to remove the vehicle. (Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3008 Exceptions to prior requirement.

The requirement that notice be given prior to the removal of an abandoned, nuisance or junked motor vehicle may, as determined by the authorizing official or code enforcement officer, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the authorizing official in the appropriate daily records. Circumstances justifying the removal of vehicles without prior notice include:

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

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

(2) Other abandoned or nuisance vehicles. With respect to abandoned or nuisance vehicles left on town- owned property, other than the streets and highways, and on private property, such vehicles may be removed without giving prior notice; only in those circumstances where the authorizing official or code enforcement officer finds a special need for prompt action to protect and maintain the public health, safety and welfare. Therefrom for safekeeping by or under the direction of the police department, the department of planning and community development, or the department of public works, to a storage garage or area. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such a location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property. (Ord. of 2/5/90; Ord. of 5/6/19)

139 of 186
Section 8-3009 Removal from private property.

Before any vehicle may be removed by the town from private property as defined above to be abandoned, junk or nuisance, the owner of the real property on which any such vehicle is located must be given at least five days' written notice from the town of the vehicle removal. The owner may request in writing that the code enforcement officer review the determination that the vehicle to be removed is in violation of the ordinance. No such vehicle shall be removed from privately owned premises without the written request of the owner, lessee or occupant of the premises on which the vehicle is located unless the vehicle has had the status of an abandoned vehicle on such privately owned premises for as long as 30 days and has, therefore, become a health and safety hazard in accordance with the declaration of the Town Council as set out in section 8-3006. When a vehicle is removed from privately owned property at the request of a person, the person at whose request such vehicle is moved shall indemnify the town against loss or expense incurred by reason of removal, storage or sale thereof. (Ord. of 5/6/19)

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

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

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

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

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

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

(Ord. of 2/5/90; Ord. of 5/6/19)

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

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

(Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3012 Redemption of vehicle during proceedings.

At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to possession of the vehicle shall not allow or engage in further violations of this article. (Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3013 Sale and disposition of unclaimed vehicle.

Any abandoned, nuisance or junked motor vehicle which is not claimed by the owner or other party entitled to possession, will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such a vehicle shall be carried out in coordination with the town and in accordance with Article 1 of Chapter 44A of the North Carolina General Statutes, except no probable cause hearing in addition to the hearing provided for in section 8-3011 is required. (Ord. of 2/5/90; Ord. of 5/6/19)

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

Section 8-3014 General penalty.

Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the code enforcement officer and shall be delivered or mailed to the offender either at the residence or at the place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

(Ord. of 5/6/19; as amended by Ord. of 5/2/22)

Section 8-3015 Exceptions.

Nothing in this article shall apply to any vehicle:

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

(2) Regulated under G.S. § 160A-303 which is in an enclosed building or any vehicle on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise, or to any vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the town. (Ord. of 2/5/90; Ord. of 5/6/19)

Section 8-3016 Unlawful removal of impounded vehicle.

It shall be unlawful for any person to remove or attempt to remove from any storage facility, designated by the town, any vehicle which has been impounded pursuant to the provisions of this code, unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid. (Ord. of 2/5/90; Ord. of 5/6/19)

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

Section 8-3017 Protection against criminal or civil liability.

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance or junked motor vehicle, for disposing of such vehicle as provided in this chapter. (Ord. of 2/5/90; Ord. of 5/6/19)

CHAPTER 4

Nuisances Related to Property

- Section 8-4001 Definitions.
- Section 8-4002 Nuisance.
- Section 8-4003 Exceptions.
- Section 8-4004 Notice.
- Section 8-4005 Removal or abatement of nuisances.
- Section 8-4006 Chronic violator.
- Section 8-4007 Removal or abatement of other conditions.
- Section 8-4008 Appeal.
- Section 8-4009 Removal by town.
- Section 8-4010 Emergency action.
- Section 8-4011 Penalties.
- Section 8-4012 Right of entry.
- Section 8-4013 Cost of abatement declared lien.

Section 8-4001 Definitions.

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

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

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

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

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

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

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

Bulk container means a commercially made metal container designed to store and hold rubbish and solid waste until the same can be collected for disposal,

generally having a capacity of not less than four cubic yards nor more than eight cubic yards and capable of being serviced and emptied by automated machinery.

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

Business building means any structure, whether public or private, in the town that is adapted for occupancy for transaction of business, for rendering of professional service, for amusement, for the display, sale or storage of goods, wares or merchandise or for the performance of work or labor, including, but not being limited to, hotels, office buildings, public buildings, stores, theaters, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories in business areas and all outhouses, sheds, barns and other structures on premises used for business purposes.

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

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

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

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

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

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

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

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

Graffiti shall mean writings, drawings, inscriptions, figures, or marks of paint, ink, chalk, dye, or other similar substances on public or private buildings, sidewalks, streets, structures, or places which such

markings are not authorized or permitted by the property owner or possessor. For the purpose of this chapter, graffiti shall include drawings, writings, markings, or inscriptions regardless of the content or the nature of the materials used in the act.

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

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

Hazardous material or hazardous waste. The following is an explanation of hazardous waste as published in the North Carolina Hazardous Waste Management Law adopted for the Federal Environmental Protection Agency (EPA). For the purposes of this chapter, the definition "hazardous waste" has been condensed. The terms defined are not inclusive of all items specified by the EPA regulations. Hazardous waste is defined as

potentially dangerous byproducts of our highly industrialized society which cannot be handled, treated or disposed of without special precautions. It includes ignitable, corrosive, reactive and toxic waste such as acetone, gasoline and industrial alcohol, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected material, offal, fecal matter (human and animal), and explosives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Single-business unit means any single nonresidential unit that generates no more garbage per week than can be placed or stored in a maximum of one rollout container with a total capacity of no more than 95 gallons when accumulated between collections, such as a dental office, medical office, insurance office or another business in which the major activity is providing a service or is clerical in nature and does not in itself produce a product.

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

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

Solid waste disposal facility means any land or structure or combination of land area and structures, including dumps, landfills and transfer stations used for storing,

transferring, collecting, separating, processing, recycling, recovering, treating, salvaging, reducing, incinerating or disposing of solid wastes.

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

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

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

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

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

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

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

(Res. of 5/6/19)

Section 8-4002 Nuisance.

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

(1) ~~Unfit Habitat~~

(a) Whatever renders the air, food or water unwholesome.

(b) Whatever building, erection, structure or part of cellar thereof is overcrowded or not provided with adequate means of ingress and egress or is not sufficiently supported, ventilated, drained, cleaned or lighted.

(c) An occupied or used improvement thereon without utility services resulting in conditions which are detrimental to the health, safety or welfare of citizens and the peace and dignity of the town.

(2) Unsanitary, stagnant, or inhibited water

(a) Any stagnant water, to include all cellars and foundations of houses whose bottoms contain stagnant or putrid water.

(b) Disease vectors. An open place of collection of water where insects tend to breed; permitting of any stagnant water, filth or any other matter harmful to health or comfort to remain on the premises of the owner or premises under control by the owner or person in control within the corporate limits after twenty-four (24) hours' notice of such condition;

(c) All business organizations, such as public motor vehicle garages, service stations, dry cleaning establishments, and any other businesses or industrial organizations which shall discharge any petroleum products, chemicals or other such substances which would or could pollute any creek or stream within the zoning jurisdiction of the town.

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

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

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

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

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

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

(4) Junk:

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

(b) Seating removed from motor vehicles,

(c) Storage containers,

(d) Automotive parts and/or supplies,

(e) Inoperable appliances, exercise equipment.

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

(g) ~~Junked~~ motor vehicles on public grounds and private property (Reference Chapter 3: Abandoned, Nuisance and Junked Motor Vehicles).

(5) Plant Overgrowth

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

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

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

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

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

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

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

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

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

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

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

(7) **Public streets maintenance**

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

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

(8) **Odor**

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

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

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

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

(11) **Animals sanitation:**

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

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

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

(12) **Abandoned Manufactured Homes,** reference Part 9, Chapter 11.

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

(Res. of 5/6/19)

Section 8-4003 Exceptions.

Exceptions. The provisions contained in subsection 8-4002(4), Junk, and (6), Trash and debris, shall not apply to commercial property owners, including, but not limited to, junk yard dealers, salvage companies, yard waste recycling operations, cement, quarry or other mining type businesses, whose operations include the accumulation, storage, sale, repair, or maintenance of such materials or objects and who have obtained all applicable zoning and operating permits and are following all applicable ordinances contained within the Code of Ordinances and the Zoning Ordinance. In addition, the provision contained in subsection 8-4002(7)(a) shall not apply to stockpiled rock, stone, gravel, sand, earth, or other similar materials on sites utilized and maintained by the North Carolina Department of Transportation or the municipality.

(Res. of 5/6/19)

Section 8-4004 Notice.

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

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

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

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

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

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

(Res. of 5/6/19)

Section 8-4005 Removal or abatement of nuisances.

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

(Res. of 5/6/19)

Section 8-4006. Chronic violator.

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

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

(Res. of 5/6/19)

Section 8-4007 Removal or abatement of other conditions.

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

indirect protection of public health and safety, preservation of the character and integrity of the community and the promotion of comfort and quality of life of area residents.

(Res. of 5/6/19)

Section 8-4008 Appeal.

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

(Res. of 5/6/19)

Section 8-4009 Removal by town.

If any person, having been ordered to abate a public nuisance pursuant to this chapter, fails, neglects or refuses to abate or remove the condition constituting the nuisance within 15 days from receipt of such order, the designee may cause such condition to be removed or otherwise remedied by having employees of the town or contracted work go upon such premises and remove or otherwise abate such nuisance under the supervision of an official or employee designated by the code enforcement officer. Any person who has been ordered to abate a public nuisance may, within the time allowed by this chapter, request the town, in writing, to remove such condition, the cost of which shall be paid by the person making such request. The town may require such requestor to deposit some or all of the estimated cost of such removal, prior to doing the work, or may require the requestor to execute an agreement giving security for the payment of such costs.

(Res. of 5/6/19)

Section 8-4010 Emergency action.

Notwithstanding the provisions of section 8-4009, the code enforcement officer or appointed designee shall have authority to summarily remove, abate or remedy or cause to be removed, abated or remedied, any condition that is dangerous or prejudicial to the public health or public safety.

(Res. of 5/6/19)

Section 8-4011 Penalties.

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

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

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

(Res. of 5/6/19; as amended by Ord. of 5/2/22)

Section 8-4012 Right of entry.

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

(Res. of 5/6/19)

152 of 186
Section 8-4013 Cost of abatement declared lien.

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

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

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

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

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

(Res. of 5/6/19)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN OF VALDESE CODE OF ORDINANCES SECTION 8-4001 TITLED “DEFINITIONS”; SECTION 8-4002 TITLED “NUISANCE”; SECTION 8-4003 TITLED “EXCEPTIONS”; SECTION 8-4004 TITLED “NOTICE”; SECTION 8-4005 TITLED “REMOVAL OR ABATEMENT OF NUISANCES”; SECTION 8-4006 TITLED “CHRONIC VIOLATOR”; SECTION 8-4007 TITLED “REMOVAL OR ABATEMENT OF OTHER CONDITIONS”; SECTION 8-4008 TITLED “APPEAL”; AND SECTION 8-4009 TITLED “REMOVAL BY TOWN”; SECTION 8-4013 TITLED “COST OF ABATEMENT DECLARED LIEN”

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-193 the Town of Valdese is authorized to summarily remove, abate, or remedy everything in the town limits, or within one mile thereof, that is dangerous or prejudicial to the public health or public safety; and

WHEREAS, Town Council has determined that it is necessary and will serve the public interest to amend the following provision of the Town of Valdese Code of Ordinances (“Code”) concerning abatement of public nuisances.

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

1. “Department of Public Works” and “Public Works Department” shall be replaced with “Animal Control Officer” in Sections 8-2012, 8-2025(c), Section 8-2027. 8-2028(c)(2), 8-2028(c)(2)(e), 8-2041(d), 8-2041(f), 8-2041(g)(1), 8-2051(d)(1), and 8-2051(d)(3) of the Code.
2. Section 8-4001 of the Code titled “Definitions” shall be amended to read as follows:

Section 8-4001. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

Junked motor vehicle means a vehicle that does not display a current license plate and that:

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

Rubbish means matter that is worthless or useless or of no substantial, practical value or matter that is of value only when it has decayed or has been recycled. Rubbish shall include leaves, pine needles, twigs, limbs and other such parts of trees not useful as timber and shall include the trunks and limbs of trees, even though useful for timber, when the same have been blown down or felled, either partially or totally, and which have become dried and flammable.

3. Section 8-4002 of the Code titled "Nuisance" shall be amended to read as follows:

Section 8-4002. – Conditions constituting nuisance.

The existence of any of the following conditions on any vacant lot or other parcel of land within the corporate limits of the town is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance:

- (1) Whatever is dangerous to human life or health or is in violation of any town, county, or state health regulation;
- (2) Whatever renders the air, food or water unwholesome;
- (3) Whatever building, erection, structure or part of cellar thereof is overcrowded or not provided with adequate means of ingress and egress, or is not sufficiently supported, ventilated, drained, cleaned or lighted;

- (4) All pools of stagnant water, all cellars and foundations of houses whose bottoms contain stagnant or putrid water;
- (5) All business organizations, such as public motor vehicle garages, service stations, dry cleaning establishments, and any other businesses or industrial organizations which shall discharge any petroleum products, chemicals or other such substances which would or could pollute any creek or stream within the zoning jurisdiction of the town;
- (6) Any building or premises which is constructed or maintained in such a manner so as to provide food, shelter or protection for rats;
- (7) It shall be unlawful for any person to obstruct the flow of water in any stream or drainageway within the town by throwing or placing stumps, brush, rubbish, litter or other material within or along the banks of any such stream or natural drainageway;
- (8) The growth of weeds and other rank vegetation on one's business or residential lot or vacant lot to a height greater than one foot on the average or to permit such lot to serve as a breeding place for mosquitoes, as a refuge for rats and snakes, as a collecting place for trash and litter or as a fire hazard. It shall be the duty of the owner to cut and remove all weeds and other rank vegetation as often as necessary so as to comply with this provision of this Code. This provision does not apply to lots exceeding one acre in size nor to lots which are covered with trees. Further, however, lots exceeding one acre or lots covered with trees shall be maintained in accordance with this provision to a depth of 20 feet from its property lines if and only if the adjacent property is occupied by a dwelling or other structure located within 50 feet of such property. Further, this provision shall not apply to property which consists of a ravine or creek bank or other severe slope so as to make such maintenance unsafe;
- (9) Any accumulation of rubbish, trash or junk causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind;
- (10) The abandonment of junked motor vehicles on public grounds and private property;

- (11) An occupied or used improvement thereon without utility services resulting in conditions which are detrimental to the health, safety or welfare of citizens and the peace and dignity of the town;
- (12) Any violation of chapter 2, Animals, of this Code;
- (13) The keeping, possession or harboring of any animal which is dangerous to persons or property;
- (14) The frequenting or congregating thereon by persons in a manner and under circumstances manifesting the purpose to engage in a violation of any subdivision of the North Carolina Controlled Substances Act, currently G.S. Chapter 90, Article 5 (G.S. 90-86 et seq.), and the keeping or maintaining thereon of drug paraphernalia as defined by the state statutes;
- (15) The maintaining of any condition on the premises that is detrimental to the property of others, including, but not limited to, keeping or deposition on the premises or scattering over the premises any of the following:
 - a. Waste, lumber, junk, trash, debris; or abandoned, discarded, unused, or deteriorating materials, objects or equipment, such as furniture, bedding, machinery, packing boxes, cans, or containers; or an accumulation of substantial quantities of loose earth, rocks, pieces of concrete or cement or pieces of metal;
 - b. Construction materials, earth, sand or gravel on construction sites where the work is discontinued for a period of 60 days;
 - c. Any earth or sand that has eroded and sloughs onto an adjoining sidewalk, street, or property. This provision does not preempt any applicable federal, state, or county regulations applicable to said events;
- (16) Exceptions. The provisions contained in subsections (15)a and b of this section shall not apply to commercial property owners, including, but not limited to, junkyard dealers, salvage companies, yard waste recycling operations, cement, quarry or other mining type businesses, whose operations include the accumulation, storage, sale, repair, or maintenance of such materials or objects and who have obtained all applicable zoning and operating permits and privilege license permits and are following all applicable ordinances contained

within this Code of Ordinances. In addition, the provision contained in subsection (15)b of this section shall not apply to stockpiled rock, stone, gravel, sand, earth, or other similar materials on sites utilized and maintained by the state department of transportation or the town;

- (17) It shall be unlawful for any person owning property, acting as manager or agent for the owner of property, or in possession or control of property to fail to remove or effectively obscure any graffiti;
- (18) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a), unless it is an infraction as provided by G.S. 14-4(b).

- 4. Section 8-4003 of the Code title "Exceptions" shall be repealed and reserved.
- 5. Section 8-4004 of the Code titled "Notice" shall be amended to read as follows:

Section 8-4004. - Investigation; Notice of Abatement

- (a) The chief of police, or his designee, upon notice from any person of the existence of any of the conditions described in section 20-2, shall cause to be made by the appropriate county health department or town official such investigation as may be necessary to determine whether, in fact, such conditions exist as to constitute a public nuisance as declared in such section. If such investigating officer or official shall be of the opinion that such a nuisance does exist, he shall set out in writing a report of the conditions which he believes constitute a nuisance and shall notify the chief of police or his designee and shall further notify the owner, occupant or person in possession of the premises, or each of them to the extent the same can reasonably be done, of the date, time and place of a hearing to be held before the chief of police or their designee for the purpose of determining whether or not such a nuisance shall be declared to exist, such notice to be given at least ten days prior to the time of such hearing. At such hearing, the investigating official shall present his evidence of the facts and situation concerning such property and the owner, occupant or person in possession of the premises shall have the right to cross examine such official or other witnesses, as may be offered to testify; all testimony shall be under oath; the owner, occupant, or person in possession of the premises shall have the right to have an attorney present and the right to present evidence, and the chief of police or his designee shall determine that a condition exists constituting a public nuisance only upon such fact being determined by the greater weight of the evidence. However, such hearing shall not be required to be held in accordance with the rules of evidence as required for judicial hearings.

- (b) Upon a determination that such conditions constituting a public nuisance exist, the chief of police or his designee shall notify, in writing, the owner, occupant or person in possession of the premises in question of the conditions constituting such public nuisance and shall order the prompt abatement thereof within ten days from the receipt of such written notice.
- (c) The town may notify a chronic violator of the town's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the town shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail. A chronic violator is a person who owns property whereupon, in the previous calendar year, the town gave notice of violation at least three times under any provision of the public nuisance ordinance.

6. Section 8-4005 of the Code titled "Removal or abatement of nuisances" shall be amended to read as follows:

Section 8-4005. – Removal by Town.

If any person, having been ordered to abate a public nuisance pursuant to this chapter, fails, neglects or refuses to abate or remove the condition constituting the nuisance within 15 days from receipt of such order, the chief of police or his designee may cause such condition to be removed or otherwise remedied by having employees of the town go upon such premises and remove or otherwise abate such nuisance under the supervision of an officer or employee designated by the chief of police or their designee. Any person who has been ordered to abate a public nuisance may, within the time allowed by this chapter, request the town, in writing, to remove such condition, the cost of which shall be paid by the person making such request. The town may require such requestor to deposit some or all of the estimated cost of such removal prior to doing the work or may require the requestor to execute an agreement giving security for the payment of such costs. A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a), unless it is an infraction as provided by G.S. 14-4(b).

7. Section 8-4006 of the Code titled "Chronic violator" shall be amended to read as follows:

Section 8-4006. – Cost of removal to be charged to owner; charges to be lien.

- (a) The actual cost incurred by the town in removing or otherwise remedying a public nuisance shall be charged to the owner of such lot or parcel of

land, and it shall be the duty of the finance department or public services department to mail a statement of such charges to the owner or other person in possession of such premises, with instructions that such charges are due and payable within 30 days from the receipt thereof.

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

8. Section 8-4007 of the Code titled "Removal or abatement of other conditions" shall be amended to read as follows:

Section 8-4007. – Provisions of chapter cumulative.

The procedure set forth in this chapter shall be in addition to any other remedies that may exist under law for the abatement of public nuisances, and this chapter shall not prevent the town from proceeding in a criminal action against any person violating the provisions of this chapter, as provided in section 8-4002(18).

9. Section 8-4008 of the Code titled "Appeal" shall be repealed and reserved.

10. Section 8-4009 of the Code titled "Removal by town" shall be repealed and reserved.

11. Section 8-4013 of the Code titled "Cost of abatement declared lien" shall be repealed and reserved.

12. Should any section or provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, the declaration shall not affect the validity of this ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

13. This Ordinance shall become effective upon adoption.

ORDAINED BY TOWN COUNCIL OF THE TOWN OF VALDESE this _____ day of _____, 2026.

TOWN OF VALDESE,
a North Carolina Municipal Corporation

[AFFIX SEAL]

ATTEST:

By: _____
_____, Mayor

Jessica Lail, Town Clerk



Valdese Police Department
Chief of Police Marc A. Sharpe

STATE OF NORTH CAROLINA
COUNTY OF BURKE

IN THE GENERAL COURT OF JUSTICE
BEFORE THE CLERK OF COURT

NOTICE OF CLAIM OF LIEN FOR NUISANCE ABATEMENT

PERSUANT TO N.C.G.S. § 160A-193

PROPERTY ADDRESS:

PIN #

1. The party claiming a lien against the real property described below is the Town of Valdese, North Carolina, a municipal corporation

2. The name and address of the record owners of the real property claimed to be subject to the lien at the time of its filing are:

3. General description of the real property upon which the lien is claimed:

4. Pursuant to N.C.G.S. § 160A-193 and the Town of Valdese Code of Ordinances, Division II, Part 8 titled Offenses, Chapter 4 titled Nuisances Related to Property, the Town of Valdese abated a public nuisance on the above-described property.

5. As provided by N.C.G.S. § 160A-193, the costs of the abatement actions, less credits due, if any, constitute a lien on the real property described above. The amount of the claim of lien for the costs of the abatement actions described herein, less credits due, if any, any not including accrued interest is _____ (\$ _____), This claimed lien shall have the same priority and be collected as unpaid ad valorem taxes

6. For questions concerning this claim of lien or its current balance, or to make full payment of the claimed lien and obtain its cancellation of record, contact the Town of Valdese Police Department at 102 Massel Ave SW, Valdese NC 28690 or at 828-879-2100.



Valdese Police Department
Chief of Police Marc A. Sharpe

This the _____ day of _____, 2026

Town of Valdese, North Carolina

BY: _____

Sean Link

Code Enforcement/Animal Control Officer

Valdese Police Department

Town of Valdese

102 Massel Ave SW

Valdese NC, 28690

828-879-2100

828-879-2112



Valdese Police Department
Chief of Police Marc A. Sharpe

Post-Tow Notification

Date: _____

Name: _____

Address: _____

Reference: Junk/Nuisance Vehicle

Vehicle Description: _____

Location: _____

Violating Division II, Chapter 3 of the Valdese Town Code Abandoned, Nuisance and Junked Motor Vehicles. Junked motor vehicle, does not display a current license plate and that is partially dismantled, or wrecked, or cannot be self-propelled, or moved in the manner in which it was originally intended to move.

After my initial inspection, a violation letter was mailed to your registered address and a violation sticker was placed on the vehicle. There has been no compliance with the violation letter at this time. The vehicle listed above has been towed and is currently being stored at (Tow Company Location).

You must contact _____ within 10 days to reclaim the vehicle. You are not allowed to bring the vehicle back to the above listed location until it meets the requirements of the Junk Motor Vehicle Code listed in the Valdese Code of Ordinances.

You may request in writing a hearing to determine if probable cause existed for removing the vehicle. Requests must be filed with the Burke County Magistrate's officer, located at 130 Government Drive in Morganton, N.C. The magistrate will set the hearing within 72 hours of receipt of the request and a hearing will be conducted in accordance with the provisions of G.S 20-219.11. If you have any questions, please contact me at 828-879-2112.

Respectfully,

Officer S. Link

Code Enforcement Officer

Valdese Police Department

828-879-2112

102 Massel Avenue SW/P.O Box 390
Valdese, N.C., 28690
Phone: (828)-879-2100



Valdese Police Department
Chief of Police Marc A. Sharpe

Tow Request Form

Date: _____

Tow Owner: _____

Tow Company: _____

Tow Company Address: _____

Tow Owner: _____

Please remove the vehicle listed below: _____

Location of Vehicle: _____

Notes: _____

If you have any questions, I can be reached at 828-879-2112 between the hours of 8:00 A.M and 5:00 P.M. Monday through Friday.

Respectfully,

Officer Sean Link

Code Enforcement Officer

Valdese Police Department

828-879-2112

102 Massel Avenue SW/P.O Box 390
Valdese, N.C., 28690
Phone: (828)-879-2100



Valdese Police Department
Chief of Police Marc A. Sharpe

Order To Remove

Date of Issue: _____

1. Toward implementing the Town of Valdese's goal of maintaining an orderly and safe community, this notice is sent to you as an **Order to Remove**. As an Order, it allows you a specific period of time in which to correct a noted violation before civil penalties and/or other forms of abatement are incurred or initiated.

2. This Order to Remove is issued for:

The violation was observed on _____

You are hereby ordered to cease the violation and take action to bring the property into compliance with the ordinance

3. Failure to comply with this notice **WILL** result in the Town of Valdese taking action to cause the abatement and the resulting costs being placed as a lien against the property. The Town of Valdese may take other action as permitted by law, which may result in additional costs and/or attorney fees.

4. To avoid possible abatement, the Town of Valdese requires that you bring your property in compliance within 15 days of receipt of this letter, mailed/delivered on the Day of _____.

5. **Appeal:** Within the time period stated in the notice to abate, the owner or occupant of the property where the nuisance exists may appeal the findings of the Code Enforcement Officer to the Valdese Board of Adjustment (BOA). The abatement of the nuisance will be postponed by the Code Enforcement Officer until the final determination for the appeal is made by the BOA. The BOA will need to make a 4/5 finding to overturn the Code Enforcement Officer's ruling. In the event no appeal is taken within the time period stated to abate, the Code Enforcement Officer may proceed to abate the nuisance.

6. This is an official order and should not be ignored. If the violation(s) has already been corrected, please inform the Code Enforcement Officer. If you have any questions, I can be reached at 828-879-2112 or at slink@valdesenc.gov.



Valdese Police Department
Chief of Police Marc A. Sharpe

7. Notes:

Respectfully,
Officer S. Link
Code Enforcement Officer
Valdese Police Department
828-879-2112
slink@valdesenc.gov



Valdeese Police Department
Chief of Police Marc A. Sharpe

Date: _____

Address: _____

NOTICE TO ABATE CONDITIONS

CONSTITUTING A PUBLIC

NUISANCE AT TAX CODE:

Property: _____

PIN# _____

It has come to my attention, and a preliminary investigation has disclosed, that there are conditions at the above referenced property, which violates Division II, Part 8, Chapter 4 of the Valdeese Town Code of Ordinances.

The existence of any of the following conditions on any vacant lot or other parcel of land within the corporate limits of the Town is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance

____(1) **Whatever is dangerous to human life or health or is in violation of any city, county or state health regulation**

____(2) **Whatever renders the air, food or water unwholesome.**

____(3) **Whatever building, erection, structure or part of cellar thereof is overcrowded or not provided with adequate means of ingress and egress or is not sufficiently supported, ventilated, drained, cleaned or lighted.**

____(4) **Pool of stagnant water**

____(5) **Any building or premises which is constructed or maintained in such a manner so as to provide food, shelter or protection for rats**

____(6) **The growth of weeds and other rank vegetation on one's business or residential lot or vacant lot to a height greater than eight inches (8) on the average or to permit such lot to serve as a breeding place for mosquitoes, as a refuge for rats and snakes, as a collecting place for trash and litter or as a fire hazard**

____(7) **Any accumulation of rubbish, trash, or junk causing or threatening to cause the inhabitation therein of rats, mice, snakes or vermin of any kind**



Valdeese Police Department
Chief of Police Marc A. Sharpe

- ____(8) The abandonment of junked motor vehicles on public grounds and private property
- ____(9) An occupied or used improvement thereon without utility services resulting in conditions which are detrimental to the health, safety or welfare of citizens and the peace and dignity of the town
- ____(10) The maintaining of any condition on the premises that is detrimental to the property of others, including but not limited to, keeping or deposition on the premises or scattering over the premises any of the following:
- (a) Waste, lumber, junk, trash, debris; or abandoned, discarded, unused, or deteriorating materials, objects or equipment, such as furniture, bedding, machinery, packing boxes, cans or containers, or an accumulation of substantial quantities of loose earth, rocks, pieces of concrete or cement or pieces of metal;
 - (b) Construction materials, earth, sand or gravel on construction sites where the work is discontinued for a period of 60 days
 - (c) Any earth or sand that has eroded and sloughs onto an adjoining sidewalk, street, or property. This provision does not preempt any applicable federal, state or county regulations applicable to said events.
- ____(11) It shall be unlawful for any person owning property, acting as manager or agent for the property of the owner, or in possession or control of property to fail to remove or effectively obscure any graffiti.
- ____(12) The frequenting or congregating thereon by persons in a manner and under circumstances manifesting the purpose to engage in a violation of any subdivision of the North Carolina Controlled Substances Act, currently G.S. Chapter 90, Article 5 (G.S. 90-86 et seq.), and the keeping or maintaining thereon of drug paraphernalia as defined by the state statutes

Pursuant to the provisions you and each of you are hereby notified that the above-marked public nuisances must be removed or otherwise remedied within (10) days of your receipt of this notice. Should you fail to comply with this notice, the Town of Valdese may take corrective action as provided through such actions such as issuing a civil citation carrying a penalty of \$50.00 per day of violation. **Also, the violation may be ordered abated at the owner's expense.** To appeal this decision the owner or occupant where the nuisance exists may appeal the findings to the Valdese Board of Adjustment at _____ time on _____ day. The Board of Adjustment will require a 4/5 finding to overturn the code enforcement officer's ruling.

Pursuant to the provisions you and each of you are hereby notified that the above-marked public nuisances must be removed or otherwise remedied within (15) days of your receipt of this notice. Should you fail to comply with this notice, the Town of Valdese may take corrective action as provided through such actions such as issuing a civil citation carrying a penalty of \$50.00 per day of violation.



Valdese Police Department
Chief of Police Marc A. Sharpe

Also, the violation may be ordered abated at the owner's expense. If you would like to appeal this order, you must appear in person at the Valdese Police Department, before the Chief of Police at _____ time on the day of _____.

Notes:

Respectfully,

Officer S. Link

Code Enforcement Officer

Valdese Police Department

828-879-2112



Valdeese Police Department
Chief of Police Marc A. Sharpe

Date: _____

Owner: _____

Address: _____

Junk/Nuisance Vehicle Notice

A preliminary investigation has disclosed that a vehicle located at (Location) is in violation of Valdeese Town Code Division II, Chapter 3 regarding Abandoned, Nuisance and Junked Motor Vehicles. This provision of Town Code prohibits junked and/or nuisance vehicles on public or private property.

As defined in the Valdeese Town Code, the term "junked motor vehicle" means a motor vehicle that **does not display a current license plate** and that:

- _____ Is partially dismantled or wrecked; or
- _____ Cannot be self-propelled or moved in the manner in which it was originally intended to move; or
- _____ Is more than five years old and worth less than \$500.00

"Motor Vehicle" includes all machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

"Nuisance or abandoned vehicle" means a junked motor vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance or unlawful, including a vehicle found to be:

- _____ A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or
- _____ A point of heavy growth of weeds or other noxious vegetation over eight inches in height; or
- _____ A point of collection of pools or ponds of water; or
- _____ A point of concentration of quantities of gasoline, oil or other flammable or explosive materials as evidenced by odor; or
- _____ One which has areas of possible confinement which cannot be operated from the inside, such as trunks, hoods, etc.; or
- _____ So situated or located that there is a danger of it falling or turning over; or
- _____ One which is a point of collection of garbage, food waste, animal waste, or any other rotten or decayed matter of any kind; or



Valdeese Police Department
Chief of Police Marc A. Sharpe

_____ One that has sharp points thereof which are jagged or contain sharp edges of metal, plastic or glass; or

_____ So offensive to the sight as to damage the community, neighborhood or area appearance; or

_____ Used by children in play activities; or

_____ Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

The items marked above are deemed to apply in this situation. The vehicle(s) in question are described as follows: (Description of Vehicle). The city will remove the aforementioned vehicle(s) after (10) days unless the owner, or legal possessor prior to that time, moves the vehicle to an appropriate location, in compliance with the town code, or the violations are corrected. **The vehicle(s) may be towed on or after** (Date).

Please contact me directly at 828-879-2112 to schedule an appointment for an inspection if this is your vehicle. If you do not have any connection with it, please let me know immediately so it can be removed. Steps may be taken by the Town of Valdese to resolve the issue including, but not limited to, the removal of the vehicle in question.

If the owner or person entitled to possession does not remove the vehicle, but chooses to appeal the determination that the vehicle is not an abandoned, junk or nuisance vehicle, such appeal shall be made to the Chief of Police, in writing, within ten (10) days of the date of this notice. During the period of such request, further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

Respectfully,

Officer S. Link

Code Enforcement Officer

Valdeese Police Department

828-879-2112



Valdeese Police Department
Chief of Police Marc A. Sharpe

Chronic Violator Notification

Name:

Address:

Date:

To _____,

On the above listed date, the Town of Valdese received a third validated complaint regarding the property located at _____. According to the Town of Valdese Code of Ordinances Chapter 4, Section 8-4006 the town may declare a property owner a chronic violator if the town has given notice of violation to said property owner at least three times in a calendar year. With this ordinance the town of Valdese is authorized to act upon any further violations on the property through abatement without prior notice, and the expenses of all actions will be placed as a lien upon the property. The relevant Town ordinance statute is available below. This notification is to make you aware that the Town of Valdese is officially designating the above listed property as a chronic violator.

Section 8-4006. Chronic violator.

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

If you have any questions regarding this, please contact me at 828-879-2112.

Respectfully,

Officer S. Link

Code Enforcement Officer

Valdeese Police Department

828-879-2112

102 Massel Avenue SW/P.O Box 390
Valdeese, N.C., 28690
Phone: (828)-879-2100



Valdese Police Department
Chief of Police Marc A. Sharpe

CIVIL CITATION NOTICE

Date: _____

Civil Citation Number: _____

TO: _____

Violation Address: _____

Parcel ID: _____

As of this date, the violation(s) noted on the original violation letter still exist at this property. As of _____, the citations will accumulate until abatement occurs and has been inspected for compliance, at which time the citation should be paid in full at the Valdese Town Hall located at 102 Massel Ave. SW, Valdese, N.C.

Section 8-4011 Penalties.

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

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

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

Should you have any questions regarding this matter, you may contact me directly at 828-879-2112.

Respectfully,

Officer S. Link

Code Enforcement Officer

Valdese Police Department

828-879-2112

102 Massel Avenue SW/P.O Box 390
Valdese, N.C., 28690
Phone: (828)-879-2100



Valdese Police Department
Chief of Police Marc A. Sharpe

Case Closure Notification

To:

From: Valdese Police Department – Code Enforcement Division

Date:

Case Number:

Subject: Case Closure Notification

This memorandum serves as formal notification regarding the code enforcement violation reported on _____, _____. As of _____, the identified violation has been fully corrected and is now in compliance.

Accordingly, the referenced Code Enforcement case has been officially closed. The Valdese Police Department appreciates the property owner's cooperation in resolving this matter in a timely manner.

Should you have any questions or require additional information, please contact the Valdese Police Department Code Enforcement Division at 828-879-2112.

Sincerely,

Sean Link
Code Enforcement / Animal Control Officer
Valdese Police Department
Phone: 828-879-2112
Email: slink@valdesenc.gov



Valdeese Police Department
Chief of Police Marc A. Sharpe

TOWN OF VALDESE, NORTH CAROLINA

CODE ENFORCEMENT – EMERGENCY ABATEMENT FORM

1. Case & Property Information

Case Number: _____

Date/Time Reported: _____

Property Address: _____

Parcel/APN (if known): _____

Property Type: Residential Commercial Vacant Other: _____

2. Owner / Responsible Party

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

3. Emergency Condition / Nuisance

Check applicable emergency conditions observed:

- Immediate threat to life or health
- Structural collapse risk
- Hazardous materials/debris
- Fire risk or unsafe utilities
- Other: _____

Brief Description of Hazard/Condition:



Valdese Police Department
Chief of Police Marc A. Sharpe

4. Legal Authority

Pursuant to Town of Valdese Code of Ordinances Section 8-4010 on emergency action, the Code Enforcement Officer or appointed designee has authority to summarily abate any condition that is dangerous or prejudicial to the public health or safety.

5. Abatement Actions Taken

Action(s) performed:

- Debris removal
- Structure secured
- Utilities made safe/shutoff
- Hazard removal
- Demolition (partial)
- Other: _____

Detailed Results / Work Performed:

Start Date/Time: _____

Completion Date/Time: _____

6. Costs of Abatement

- **Labor:** \$ _____
- **Equipment:** \$ _____
- **Contractor/Service Provider:** \$ _____
- **Administrative/Other:** \$ _____

Total Abatement Cost: \$ _____

Costs may be billed to the property owner and become a lien against the property as allowed by law.



Valdeese Police Department
Chief of Police Marc A. Sharpe

7. Officer Certification

I hereby certify that an emergency condition existed requiring immediate abatement action as documented above.

Officer Name (Print): _____

Title/Badge #: _____

Signature: _____

Date: _____

8. Chief of Police Authorization

I, the Chief of Police for the Town of Valdese have reviewed the case and confirmed an emergency condition existed on the property that required an immediate abatement action.

Signed: _____

Date: _____

Town of Valdese AGENDA MEMO



Resolution Ordinance Contract Discussion Information Only

To: Valdese Town Council

From: Chief of Police Marc A. Sharpe

Subject: Security Notice 24 hour Video Surveillance in Use

Meeting: Monday, March 2nd, 2026

Presenter: Chief of Police Marc A. Sharpe

ITEM OF INTEREST:

Resolution to grant the use of vinyl stickers on Town of Valdese owned Building doors to notify others of video surveillance in use under the authority of the Valdese Police Department.

BACKGROUND INFORMATION:

This resolution would grant authority to the Valdese Police Department to oversee all video surveillance for Town owned buildings and any and all recordings produced from said video surveillance under NCGS: 132-1.4(a)(6) which defines "recordings" as visual, audio, or visual and audio recordings captured by a body worn camera, a dashboard camera, or any other video or audio recording device operated by or on behalf of a law enforcement agency or law enforcement agency personnel when carrying out law enforcement responsibilities. NCGS 132-1.4A(b) provides that recordings are not public record as defined by NCGS 132.1.

This resolution would grant authority to post a vinyl sticker on Town Building entrance doors notifying everyone of video and or audio surveillance and the authority by which it is being conducted to govern the contents of the recordings by the Valdese Police Department under the Chief of Police.

BUDGET IMPACT:

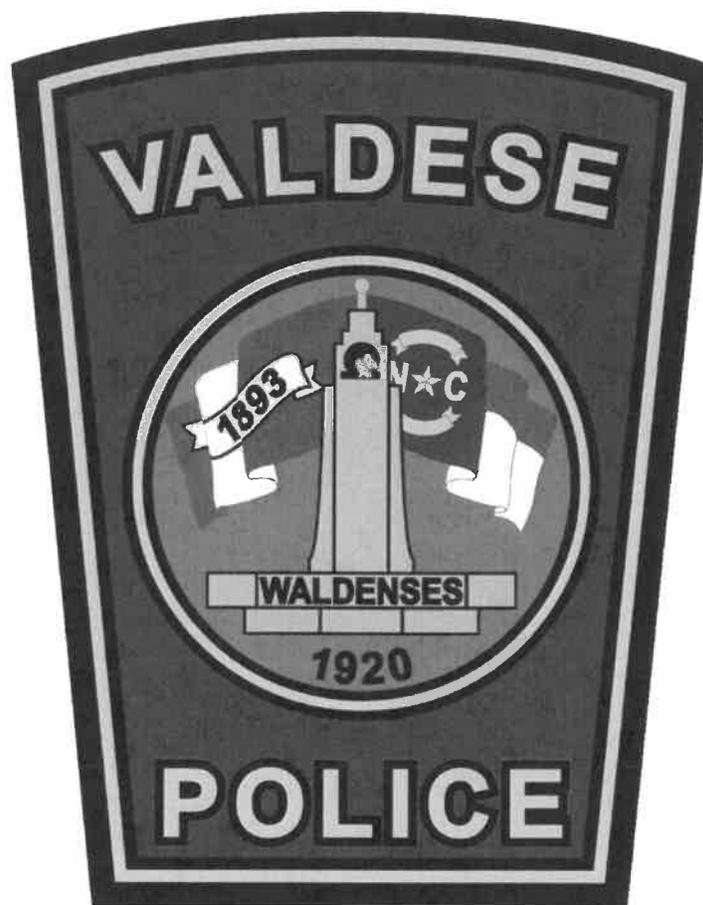
cost of stickers.
cost of cameras for non-existing town owned buildings.

RECOMMENDATION / OPTIONS:

The Valdese Chief of Police recommends the approval of a resolution to place vinyl stickers on entrance doors to Town owned Buildings to govern, monitor, and review the security cameras and their created recordings from any and all audio video devices for the security of the Town of Valdese. +

LIST OF ATTACHMENTS:

Wording for vinyl stickers. VPD Security Camera Policy
Resolution Security Camera

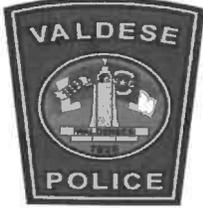


Valdese Police Department

Chief of Police Marc A. Sharpe

Policy # 100-36

**Custody and Management of Security Camera
Audio Video Recordings Policy**



Valdese Police Department
VPD Policy # 100-36
Custody and Management of Security Camera
Audio Video Recordings Policy

SECTION: 100-36-1 PURPOSE:

The purpose of this policy is to establish uniform procedures for the custody, review, preservation, and management of audio and video recordings generated by security camera systems located on Town-owned properties. This policy supports public safety, asset protection, evidentiary integrity, and compliance with applicable North Carolina law.

SECTION: 100-36-2 SCOPE:

This policy applies to:

- All fixed or mobile security camera systems installed on Town-owned facilities or grounds
- All audio/video recordings generated by such systems
- All Town employees requesting access to recordings

SECTION: 100-36-3 AUTHORITY AND CUSTODIANSHIP:

A. All recordings generated by Town-owned security camera systems shall be maintained under the custodial authority of the Valdese Police Department.

B. The Police Department is responsible for:

- Secure storage and system integrity
- Controlled access to recordings
- Preservation of evidentiary material
- Compliance with applicable legal standards



Valdeese Police Department
VPD Policy # 100-36
Custody and Management of Security Camera
Audio Video Recordings Policy

SECTION: 100-36-4 AUTHORIZED USES:

Recordings may be reviewed or accessed for legitimate governmental purposes, including:

- Investigation of criminal activity
- Review of citizen or employee complaints
- Incident documentation
- Protection of Town property
- Administrative or risk management review

Use unrelated to official duties is prohibited.

SECTION: 100-36-5 ACCESS AND CONTROL:

- A. Access is limited to authorized personnel designated by the Chief of Police.
- B. All access shall be logged and documented.
- C. Requests from other departments must be approved by supervisory personnel.
- D. External disclosure shall occur only as permitted by law or court order.



Valdeese Police Department
VPD Policy # 100-36
Custody and Management of Security Camera
Audio Video Recordings Policy

SECTION: 100-36-6 INVESTIGATIVE CLASSIFICATION:

Recordings that are reviewed, retained, or used in connection with complaints or criminal matters shall be handled as investigative material consistent with applicable North Carolina statutes governing law enforcement records.

Nothing in this policy alters statutory public records obligations.

SECTION: 100-36-7 RETENTION AND PRESERVATION:

A. Routine recordings shall be retained according to an approved records retention schedule.

B. Recordings associated with investigations or complaints shall be preserved until resolution or legal authorization for disposal.

SECTION: 100-36-8 SECURITY AND INTEGRITY:

The Police Department shall maintain safeguards to prevent unauthorized access, tampering, or deletion, including:

- Secure servers or cloud storage
- Access controls
- Audit trails



Valdese Police Department
VPD Policy # 100-36
Custody and Management of Security Camera
Audio Video Recordings Policy

SECTION: 100-36-9 PUBLIC NOTIFICATION:

The Town shall post signage at entrances to buildings with surveillance systems indicating that audio/video monitoring is in use and governed by Police Department authority.

SECTION: 100-36-10 COMPLIANCE:

Violation of this policy may result in disciplinary action and/or legal consequences.

This Policy has become part of the Valdese Police Department's Policies and Procedures approved and established this 2nd, day of March 2026 and signed by the Chief of Police below.

Marc A. Sharpe

Valdese Chief of Police Marc A. Sharpe



**Valdeese Police Department
VPD Policy # 100-36
Custody and Management of Security Camera
Audio Video Recordings Policy**

Public signage wording displayed on vinyl stickers placed on entrance door glass to town owned buildings.

Example:

SECURITY NOTICE

**24-Hour Video
Surveillance in Use**

This Town of Valdeese building is monitored at all times
By recording systems for public safety and security
Purposes, in accordance with North Carolina law.
Security Cameras are maintained under the authority of
The

Valdeese Police Department

Entry into this facility constitutes notice of video monitoring.

SECURITY NOTICE

■ 24-HOUR VIDEO SURVEILLANCE IN USE

This Town of Valdese building is monitored at all times by video recording systems for public safety and security purposes, in accordance with North Carolina law.

Security cameras are maintained under the authority of the
Valdese Police Department.

Entry into this facility constitutes notice of video monitoring.

A RESOLUTION DESIGNATING THE VALDESE POLICE DEPARTMENT AS THE CUSTODIAL AUTHORITY FOR AUDIO AND VIDEO RECORDINGS FROM TOWN-OWNED SECURITY CAMERAS AND ESTABLISHING NOTICE OF SURVEILLANCE

WHEREAS, the Town of Valdese owns and operates facilities for governmental purposes; and

WHEREAS, the Town utilizes audio and video security camera systems at certain Town-owned properties to enhance public safety, protect municipal assets, support investigations, and deter unlawful activity; and

WHEREAS, the Town Council finds that centralized custodianship and review of such recordings by trained law enforcement personnel promotes accountability, evidentiary integrity, and proper handling of materials related to complaints, investigations, and criminal matters; and

WHEREAS, North Carolina law provides specific procedures and protections governing access to and disclosure of law enforcement investigative materials and recordings; and

WHEREAS, the Town desires to clarify administrative authority, handling procedures, and public notice regarding such recordings in a manner consistent with applicable law;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese, North Carolina, as follows:

Section 1. Designation of Custodial Authority

All audio and video recordings generated by security camera systems installed on or within Town-owned properties shall be placed under the custodial authority of the Valdese Police Department.

The Valdese Police Department is authorized to:

- a. Review and access recordings in response to complaints, incidents, or potential violations of law or Town policy;
- b. Preserve recordings for evidentiary or investigative purposes;
- c. Maintain chain-of-custody and retention practices consistent with law enforcement standards; and
- d. Administer internal procedures governing access, handling, and storage.

Section 2. Investigative and Evidentiary Use

When recordings are reviewed, retained, or used in connection with complaints, investigations, or criminal matters, such recordings shall be treated as law enforcement investigative material and handled in accordance with applicable North Carolina statutes governing disclosure, evidentiary use, and judicial authorization.

Nothing in this Resolution is intended to supersede, expand, or restrict statutory rights or obligations established under North Carolina law. Disclosure shall occur only as permitted or required by law.

Section 3. Public Notice of Surveillance

The Town shall display informational signage at public entrances to Town-owned buildings or facilities where security camera systems operate. Such signage shall inform the public that:

- Audio and/or video surveillance may be in use;
- Recordings are maintained under the authority of the Valdese Police Department; and
- Access to recordings is governed by applicable North Carolina law.

Section 4. Administrative Implementation

The Chief of Police is authorized to develop administrative procedures necessary to implement this Resolution, including:

- Retention schedules;
- Access protocols;
- Security and storage standards; and
- Documentation practices.

Section 5. Severability

If any portion of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6. Effective Date

This Resolution shall become effective upon adoption.

ADOPTED and APPROVED this the ___ day of _____, 2026.

TOWN OF VALDESE:

By: Keith Huffman
Its: Mayor

ATTEST: _____
Jessica Lail, Town Clerk

[AFFIX SEAL]