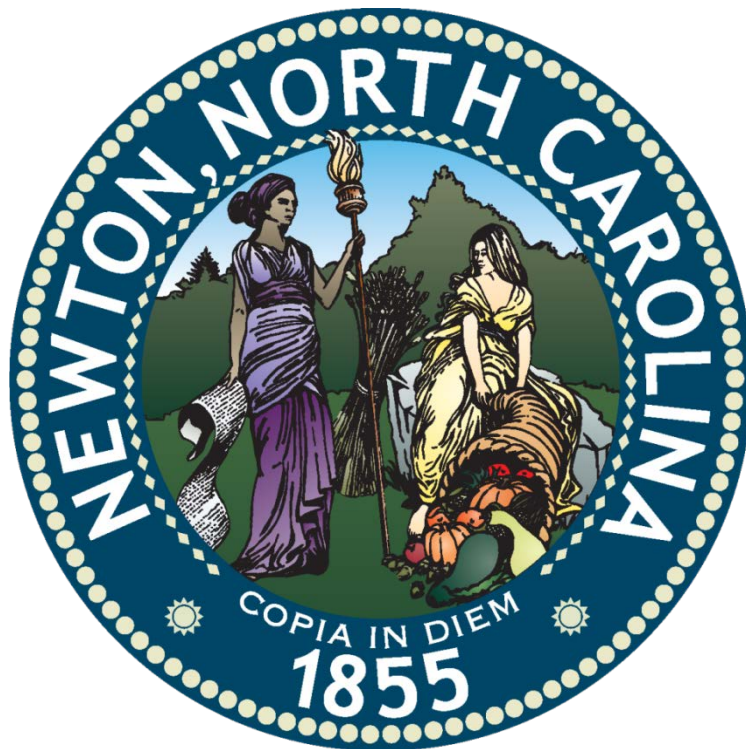


AGENDA

CITY OF NEWTON



February 18, 2020

AGENDA
CITY OF NEWTON
NEWTON CITY COUNCIL - REGULAR MEETING

February 18, 2020

7:00 p.m.

- | | | |
|------|-----|---|
| Page | 1. | <u>Call to Order – Mayor Eddie Haupt</u> |
| | 2. | <u>Opening – Mayor Pro Tem John Stiver</u> |
| 3 | 3. | <u>Approval of Minutes from the February 4, 2020, Regular Meeting</u> |
| | 4. | <u>Consideration of Consent Agenda Items</u> |
| 6 | A. | Consideration of Finance Audit Contract for FY 2020 |
| 25 | B. | Consideration of an Addition to the Pretreatment Enforcement Response Plan (ERP) |
| 39 | C. | Consideration to Accept the 2019 Annual Wastewater Report and the 2019 Annual Drinking Water Quality Report |
| 56 | D. | Consideration of Spring/Summer 2020 Street Closures for Events |
| 58 | E. | Consideration of Pole Attachment Rates for Spectrum |
| 59 | F. | Consideration of Pole Attachment Rates for Conterra |
| 60 | G. | Consideration to Waive Tap Fees for Hwy 16 Waterline Extension Project |
| | 5. | <u>Comments from the Public: (PERSONS WANTING TO MAKE A PUBLIC COMMENT ON NON-AGENDA ITEMS ARE ASKED TO SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING):</u> |
| | 6. | <u>Presentations</u> |
| 63 | A. | PACE At Home – Jason White |
| | B. | Consideration of Support for Reclassification of Water Supply Designation for Jacob Fork River – Kenyon Kelly |
| | 7. | <u>New Business</u> |
| 64 | A. | Consideration of Budget Ordinance Amendment for Municipal Recycling Facility Fee Increases |
| 68 | B. | Consideration to Accept Construction Contract for Water Treatment Plant Filter Replacement and Budget Ordinance Amendment |
| 72 | C. | Consideration of Budget Ordinance Amendment to Recognize and Authorize Expenditure for Capital Purchase in FY 2020 Budget – Police Department |
| | 8. | <u>City Manager’s Report</u> |
| | 9. | <u>Questions and Comments From Mayor and Council</u> |
| | A. | Reports from Appointed Representatives on Outside Boards – Council Member Beverly Danner |
| | 10. | <u>Closed Session - Per North Carolina General Statutes 143-318.11(a)(3), 143-318.11(a)(5)</u> |
| | 11. | <u>Adjournment</u> |

**MINUTES
REGULAR MEETING OF THE NEWTON CITY COUNCIL**

February 4, 2020 – 7:00 p.m.

The regular meeting of the Newton City Council was held at 7 p.m. Tuesday, February 4, 2020 at Newton City Hall.

PRESENT: Mayor Eddie Haupt, Mayor Pro Tem John Stiver and Council Members Jerry Hodge, Anne Wepner, Jody Dixon, Beverly Danner and Ed Sain

STAFF: City Manager Todd Clark, Assistant City Manager Sean Hovis, City Clerk Amy S. Falowski, City Attorney John Cilley, City Department Heads and members of the management team

ITEM 1: CALL TO ORDER

Mayor Eddie Haupt welcomed everyone and called the meeting to order.

ITEM 2: OPENING Invocation and Pledge of Allegiance

Council Member Beverly Danner provided the opening and Pledge of Allegiance.

ITEM 3: APPROVAL OF MINUTES

Upon motion duly made by Council Member Jerry Hodge, seconded by Council Member Anne Wepner, it was unanimously RESOLVED:

That the Minutes from the January 7, 2020 Regular Meeting be – APPROVED

ITEM 4: CONSIDERATION OF CONSENT AGENDA ITEMS

Upon motion duly made by Council Member Ed Sain, seconded by Mayor Pro Tem John Stiver, it was unanimously RESOLVED:

That the Consent Agenda be – APPROVED

A. Tax Releases

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

ITEM 5: COMMENTS FROM THE PUBLIC: PEOPLE WHO WISH TO COMMENT ON NON-AGENDA ITEMS ARE ASKED TO SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING.

Mayor Eddie Haupt asked if anyone present would like to make comment concerning non-agenda items.

No one appeared.

ITEM 6: Presentations

A. Western Piedmont Regional Transit Authority – Camille Sterling

Camille Sterling gave a PowerPoint presentation outlining all the recent activities that the Western Piedmont Regional Transit Authority has to offer.

B. MPO Transportation Prioritization

Brian Horton from the Western Piedmont Council of Governments gave a PowerPoint presentation which included the transportation update for the surrounding areas.

C. Hotel Study for City of Newton

Planning Director Randy Williams gave a presentation, which was completed in partnership with ElectriCities and Keegan Associates, concerning a Hotel Study for the City of Newton.

ITEM 7: **New Business**

A. Consideration to Accept Electric Department Tree Trimming Bid and Budget Ordinance Amendment

Electric Department Supervisor Doug Wesson stated that staff requested bids for Tree Trimming services throughout its entire distribution system. Staff sent and received the following bids:

1. Asplundh Tree Expert	\$142,699.52
2. Wolf Tree, Inc.	No Bid
3. Lewis Tree	No Bid
4. Davey	No Bid
5. Brent Mackey Tree Service	No Bid

Mr. Wesson stated that staff had appropriated \$127,000 for Fiscal Year 19-20 which is under the bid amount, and that the request is for City Council to appropriate \$15,700 from Fund Balance to complete fiscal year 19-20 Tree Trimming.

Mr. Wesson stated that after reviewing the only bid, staff is recommending awarding tree trimming contract to Asplundh Tree Expert.

Upon motion duly made by Mayor Pro Tem John Stiver, seconded by Council Member Jerry Hodge, it was unanimously RESOLVED:

That the Bid to Asplundh Tree Expert, LLC in the amount of \$142,699.52 for fiscal year 19-20 be – AWARDED.

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City

Upon motion duly made by Council Member Jody Dixon, seconded by Mayor Pro Tem John Stiver, it was unanimously RESOLVED:

That Budget Ordinance Amendment for Tree Trimming in the amount of \$142,699.52 be – ADOPTED.

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City

B. Consideration of Permit Extension of Special Use Permit 2019-01 – Liviu Marhao

Planner Alex Fulbright stated that Mr. Liviu Marhao was issued a special use permit to allow for the use and operation of an event venue at 1175 Smyre Farm Rd by the Newton City Council on February 19, 2019. Mr. Fulbright explained that as stated at the February 19, 2019 public hearing, Mr. Marhao's permit will expire on February 19, 2020, one year after it was approved unless significant progress has been made. Typically, significant progress is defined as obtaining and maintaining an active zoning and building permit to complete work needed to established the use in which the permit was granted.

Mr. Fulbright stated that at this time Mr. Marhao's work on the project has been limited to some landscaping. He is actively working toward obtaining the necessary permits to complete the work and is requesting a one (1) year

extension. The City’s zoning ordinance allows Newton City Council to grant an extension as it deems appropriate if requested prior to the expiration date.

Mr. Fulbright stated that the planning staff recommends to the City Council to grant a one year extension for Mr. Marho’s special use permit so that he can complete the work needed to establish the use.

Upon motion duly made by Council Member Jody Dixon, seconded by Council Member Jerry Hodge, with Mayor Pro Tem John Stiver and Council Members Jody Dixon, Jerry Hodge, Anne Wepner, and Beverly Danner voting in favor and Council Member Ed Sain voting against it was RESOLVED:

That a One Year Extension for Mr. Marho’s Special Use Permit be – GRANTED.

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

ITEM 8: City Manager’s Report

Meetings & Events

- February 13th, Municipal Summit – 5:30 p.m. – 8:00 p.m., Catawba County Emergency Operation Center
 - February 26th, Banana Box Box Store Ribbon Cutting, 8:30 a.m. – 1901 Northwest Blvd
 - February 26th, Chamber of Commerce Share Holders and Investors Luncheon, 11:30 a.m. – 1:30 p.m., Hickory Metro Convention Center
1. Construction on Phase II of the Downtown Core Streetscape Rehabilitation Project – Update from Planning Director Randy Williams
 2. Public Information Officer Alex Frick updated Council on information and marketing being done to promote the city
 3. DNDA Workshop Review – Update from Main Street Program Manager Shannon Johnson

ITEM 9: Questions and Comments from Mayor and Council

Mayor Haupt asked if there were any questions or comments from City Council.

Mayor Pro Tem John Stiver gave reports on Electricities and the Tree Committee Board.

ITEM 10: Adjournment

Upon motion duly made by Council Member Jody Dixon, seconded by Council Member Ed Sain, it was unanimously RESOLVED:

That the Meeting be – ADJOURNED

Amy S. Falowski, City Clerk

Eddie Haupt, Mayor



CITY OF NEWTON REQUEST FOR COUNCIL ACTION

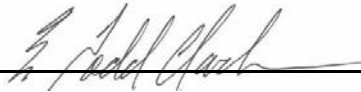
DATE: February 10, 2020

TO: E. Todd Clark, City Manager

FROM: Vickie Thomas, Finance Director

CONSIDERATION OF: Audit Contract for Fiscal Year 2020

Approved for Council Consideration



Background:

The City is now planning for its Fiscal Year 2020 audit. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; Government Auditing Standards per the State Single Audit Implementation Act, as codified in G.S. 159-34; and 2 CFR Part 200. Those standards require that the audit be planned and performed to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, if any, as well as evaluating the overall presentation of the financial statements.

It is staff's recommendation that City Council approve the contract with Martin Starnes & Associates, CPAs to provide audit services for Fiscal Year 2020 in the amount of \$30,300, an increase of \$1,500. There was no increase in the audit fee for Fiscal Year 2019.

Action Suggested:

- 1) Approve the attached contract with Martin, Starnes & Associates, CPAs to provide audit services for Fiscal Year 2020.

MARTIN STARNES

& ASSOCIATES, CPAs, P.A.

“A Professional Association of Certified Public Accountants and Management Consultants”

January 17, 2020

Vickie Thomas, Finance Director
City of Newton
401 North Main Avenue
Newton, NC 28658-0550

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Newton, NC, as of June 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Newton’s basic financial statements as listed in the table of contents.

In addition, we will audit the entity’s compliance over major federal and State award programs for the period ended June 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Law Enforcement Officers’ Special Separation Allowance schedules
- Other Post-Employment Benefits’ schedules
- Local Government Employees’ Retirement System’s schedules

Supplementary information other than RSI will accompany the City of Newton's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical tables

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Newton's basic financial statements. Our report will be addressed to the governing body of the City of Newton. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Newton's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$	23,000
Single Audit Fees		2,000
Financial Statement Drafting		5,300
Other Non-Attest Services		-
	\$	<u>30,300</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Newton's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of Data Collection Form

We will not assume management responsibilities on behalf of the City of Newton. However, we will provide advice and recommendations to assist management of the City of Newton in performing its responsibilities.

With respect to the nonattest services we perform as listed above, the City of Newton's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Newton by:

Name: _____

Title: _____

Date: _____

The of and	Governing Board City Council
	Primary Government Unit (or charter holder) City of Newton, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/20	10/31/20

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: Vickie Thomas	Title: Finance Director	Email Address: vthomas@newtonnc.gov
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2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

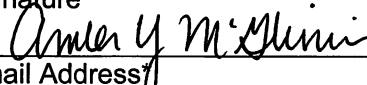
Primary Government Unit	City of Newton, NC
Audit Fee	\$ See fee section of engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ See fee section of engagement letter
Writing Financial Statements	\$ See fee section of engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 22,725.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 01/17/20	Email Address* amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit* City of Newton, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Eddie Haupt, Mayor	Signature*
Date	Email Address ehaupt@newtonnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Vickie Thomas, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* vthomas@newtonnc.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

DATE: February 11, 2020

TO: Todd Clark, City Manager

FROM: Dusty Wentz, PWU Director

CONSIDERATION OF: Adoption of the Revised Wastewater Pretreatment Enforcement Response Plan.

Approved for Council Consideration



Background:

Federal, State Pretreatment Regulations, and the City of Newton's National Pollutant Discharge Elimination System (NPDES) permit requires the City to take timely and effective enforcement actions against significant industrial users for failure to comply with pretreatment standards and requirements. Federal and State regulations also require the City of Newton to develop and implement an enforcement response plan (ERP). This plan had to be accepted by North Carolina Department of Environmental Quality (NCDEQ). The City of Newton currently has an approved Wastewater Pretreatment Enforcement Response Plan. (See Attachment)

In August of 2019 the North Carolina Department of environmental Quality (NCDEQ) informed staff that a dental section needs to be added to the Enforcement Response Plan (ERP). Staff did add a dental section to the (ERP) and the addition is in RED in the attachment. NCDEQ has reviewed the ERP and found that it meets the requirements of the State. See attached NCDEQ approval letter.

Recommendation:

It is recommended that the Council accept the revised Wastewater Pretreatment Enforcement Response Plan.

City of Newton Enforcement Response Plan

1

1.0 Introduction

Federal and State pretreatment regulations as well as Part IV (D) (9) of City of Newton's NPDES permit [Clark Creek WWTP NPDES NC 0036196] requires the City to take timely and effective enforcement actions against significant industrial users (SIUs) for failure to comply with pretreatment standards and requirements. Federal and State regulations also require each POTW, with an approved pretreatment program, to develop and implement an enforcement response plan (ERP). By regulation, this plan must: (1) Describe how the POTW will investigate instances of noncompliance; (2) Describe the types of escalating enforcement responses the POTW will take in responses to all anticipated types of SIU violations and the time periods within which responses will take place; (3) Identify the Official(s) responsible for each type of response; and, (4) Adequately reflect the POTW's primary responsibility to enforce all applicable pretreatment requirements and standards.

The purpose of the City of Newton's enforcement response plan is two-fold. First, to ensure compliance with Federal and State regulations; Second, to ensure that, if and when it is necessary for the City to enforce pretreatment standards and requirements, all industries are treated in a fair and equitable manner.

2.0 Enforcement Authorities Available to the City

Section 98-351 of the City of Newton's Sewer Use Ordinance (SUO) gives the Director of Utilities the authority to take a wide variety of enforcement actions. Each of these actions can be viewed as having a certain degree of punitiveness. The City's Enforcement Response Plan will utilize all of the enforcement tools available to the Director, and outlines escalating enforcement actions dependent on the nature of the violation and cooperativeness, or recalcitrance of the violator. The following is a list of remedies authorized by the sewer use ordinance and the ordinance citation. It is presented in order of punitiveness, least punitive first and most punitive last.

1. Notice of Violation (NOV) [98-351 (a)]
2. Consent Order [98-351 (b)]
3. Show Cause Order/Hearing [98-351 (c)]
4. Administrative Order [98-351 (d)]
5. Termination of Service (temporary) [98-351 (e)]
6. Termination of Service (permanent) [98-351 (f)]
7. Criminal Penalties [98-353 (1)]
8. Injunctive Relief [98-353 (2)]
9. Water Supply Severance [98-353 (3)]

In addition to the nine (9) tools listed above, Section 98-352 of the sewer use ordinance authorizes the Director to assess civil penalties of up to \$25,000 a day per violation. Also, a User who violates these provisions may be referred by the Director to the District Attorney for possible criminal prosecution.

Civil penalties are normally used in conjunction with one of the other nine (9) activities listed above and the punitiveness of the penalty depends on the dollar amount.

In determining the amount of civil penalties for a particular violation, the Director shall consider the following factors:

1. The degree and extent of the harm to the natural resources, to public health, or to public or private property resulting from the violation;
2. The duration and gravity of the violation;
3. The effect on ground or surface water quality or quantity or on air quality;
4. The cost of rectifying the damage;
5. The amount of money saved by non-compliance;
6. Whether the violation was committed willfully or intentionally;
7. The prior record of the violator in complying or failure to comply;
8. The cost of enforcement to the POTW

Adjudicatory hearing procedures regarding permit decisions, civil penalties, and administrative orders may be found in the SUO [Division 7].

3.0 Noncompliance Determination

The staff will generally investigate SIU compliance three ways: on-site inspections of the SIU; review of self-monitoring data; and review of compliance data collected by the city. The compliance status of SIUs will be evaluated at a minimum of once every 6 months. Using the SUO, as well as guidance, which has been provided by EPA and the North Carolina Division of Water Quality, the City staff has identified the four (4) categories of permit non-compliance. Below is a discussion of the types of violations within each category and the City staff member responsible for the initial compliance determination for each violation type.

3.1 Unpermitted Discharges

Unpermitted discharges can result from several activities. An SIU might fail to obtain a permit prior to discharging to the wastewater treatment plant. An SIU might discharge to a point in the collection system which is not identified in the SIU permit. An SIU might begin to discharge a pollutant, which was previously identified as absent by the industry. Also, an SIU might continue to discharge when its permit has expired.

Unpermitted discharges will normally be discovered during the inspection of the user. The inspector will be responsible for determining the severity of the violation during the inspection. The severity will normally depend on whether the unpermitted discharge poses an immediate threat to the POTW or the environment and whether the user was unaware of the requirements or was seeking to avoid regulations.

3.2 Permit Noncompliance

Noncompliance with an SIU's pretreatment permit falls into four (4) areas: limits violations; monitoring violations; reporting violations; and violations of permit conditions.

3.2.1 Permit Limit Noncompliance

Permit limit violations are fairly straightforward and the severity depends on whether the violation is considered Significant Noncompliance (SNC). SNC is defined in North Carolina's general pretreatment regulations {15A NCAC 2H: 0903 (b) (34) }. It is the Pretreatment Coordinator's responsibility to evaluate compliance with pretreatment limitations each time data is received and at the end of each semiannual reporting period.

3.2.2 Self-Monitoring Noncompliance

Noncompliance with monitoring occurs when an SIU fails to conduct all of the self-monitoring required by its pretreatment permit. The severity of the violation depends on how much self-monitoring was actually completed. If the SIU conducted less than 80% of the sampling and analysis required in a six (6) month period, the violation is considered significant or SNC.

Each time a self-monitoring report is received from an SIU, it is the responsibility of the Pretreatment Coordinator to compare the report to the permit to evaluate compliance with monitoring compliance.

3.2.3 Reporting Violations

Reporting violations occur when an SIU fails to provide information, which is required by the permit in the time period stated in the permit, or when the information is incomplete or false. Reports required by the permit can include self-monitoring reports, spill prevention plans, baseline monitoring reports, ninety (90) day compliance reports and sludge handling plans. In the case of late or incomplete reports, the severity of the violation depends on the length of time the report is late. If a complete report is not submitted within 30 days of the due date, the violation is considered SNC. Knowingly submitting false information is always considered a significant violation.

It is the Pretreatment Coordinator's responsibility to track the report due dates included in the pretreatment permits and to evaluate compliance in terms of tardiness and completeness of the submission.

3.2.4 Violations of other Permit Conditions

The pretreatment permits issued by the city contain conditions, which do not fall into the category of limits, monitoring or reporting requirements. For example, the pretreatment permit prohibits slug loads and requires the SIU to properly operate its treatment facility. Violations of these conditions would normally be discovered as part of an inspection or in conjunction with another enforcement action. The Pretreatment Coordinator is responsible for evaluating compliance with those requirements and the severity of the violation is determined by the Director.

3.3 Violation of Enforcement Orders

Violations of enforcement orders are actually very similar to pretreatment noncompliance in that they can be broken down into limits violations (interim limits), monitoring violations (increased monitoring required by the order) and reporting violations. In addition, violations of enforcement orders would include missing milestone dates and noncompliance with final limits once the order has expired. However, all violations of enforcement orders, with the exception of interim limits violations, are considered SNC. Interim limit violations would not be considered significant if they did not meet the criteria listed in 15A NCAC 2H.0903 (b) (34) (A) and if the SIU paid the stipulated penalty assessed.

Once an SIU has been put on an enforcement order, the City's initial response to violations becomes simply a matter of notifying the SIU of the violation and collecting the stipulated penalty outlined in the order. It is the Pretreatment Coordinator's responsibility to track compliance with the order and notify the Director when penalties should be assessed. Once the Director is informed of noncompliance with an order, he will determine whether the violations are so severe as to warrant escalated enforcement. For example, an escalated enforcement action would be needed if it were clear that the SIU no longer meet the remaining milestone in the existing order.

4.0 Responses to Noncompliance

In order to ensure that the city is taking timely and effective enforcement actions, two (2) tools will be employed---an enforcement response guide (Table 1), and an enforcement flowchart (figure 1). The purpose of the enforcement response guide (ERG) is to identify initial responses and time frames for each of the types of violations discussed in Section 3. Once enforcement action is taken, the flow chart is used to identify the more positive action, which would be taken if the SIU failed to return to compliance as a result of the previous or initial action.

Responses to violations affecting the operation of the POTW, resulting in POTW NPDES violations, or resulting in environmental harm or endangerment to human health will be taken immediately or as soon as possible following discovery.

A user may be sent a Notice of Violation (NOV) or Notice of Noncompliance (NNC) for each individual violation. Alternatively, violations over a period of time may be summarized. In general, NOV's in response to violations will be issued within 30 days of discovery of violations. Users found to be in SNC for two (2) consecutive six (6) month periods will be issued an enforceable order to return to compliance. In all cases, escalated or continuing enforcement action will be taken against users who do not return to compliance in a timely manner.

Cases of falsifying reports, tampering with monitoring or sampling equipment, or otherwise preventing the collection of representative data may be referred to the District Attorney for possible criminal investigation.

Show cause hearings may be held at the Director's discretion prior to taking enforcement actions.

5.0 Dental Amalgram Rule (Applicable to most Dental offices)

40 CFR 441 requires dental dischargers to have an amalgam separator and to complete a one-time compliance report. This one-time compliance report must be kept on-site for the life of the office. It also requires that dental dischargers follow Best Management Practices (BMP's).

In order for the City of Newton to take timely and effective response actions, refer to Table 2, page 1 for the enforcement response guide. It will help identify initial responses and time frames for any violations discussed in the table.

An example of how the ERG and flowchart can be used to determine appropriate enforcement responses, consider an SIU, which submits a self-monitoring report, which shows a violation. The ERG tells the Pretreatment Coordinator to issue a notice of noncompliance within 30 days. The notice will require the SIU to collect additional data to confirm compliance or noncompliance. The next step is to determine if the SIU is in significant noncompliance (SNC) at the end of the six (6) month reporting period. As indicated by the flow chart, if the data does not show SNC, no action is required. If the data does show SNC, a notice of violation is issued. The ERG tells the Pretreatment Coordinator that in response to SNC with permit limits, an NOV assessing a fine of \$100 should be sent within 30 days of receiving all of the data. The NOV requires the SIU to respond by indicating the cause and time needed to correct the violation. If the time needed to correct the violation were greater than ninety (90) days, a consent order would be drafted. Hopefully, the SIU would comply with the consent order and the violation would be resolved. However, if the SIU failed to meet the compliance date of the consent order, the flow chart indicates that a notice to comply should be issued and the ERG gives the Pretreatment Coordinator information on time frames, penalties and responses, which should be included in the notice to comply. By using the flowchart and ERG, a worst-case scenario can be followed in a similar manner through the issuance and violation of an administrative order, through show cause meeting and eventually to termination of service.

Type of Violation	Initial Action	Timeframe for Initial Action	Initial Action Taken By	SIU Response	Follow Up Action Taken By	Follow Up Action	First Escalation Action if Needed
<i>Unpermitted Discharges</i>							
Unpermitted Discharge Unaware of Requirement	Notice Of Violation	Within 30 Days Of Discovery of Discharge	Pretreatment Coordinator	File Permit Application	Issue an SIU Permit	Director	Suspend Service Until Permit Is Issued
Unpermitted Discharge Aware of Requirement	Notice Of Violation With Penalty Assessed	Within 30 Days Of Discovery of Discharge	Director	File Permit Application	Issue an SIU Permit	Director	Suspend Service Until Permit Is Issued
Unpermitted Discharge results in NPDES violation or other State issued permit or State General Statute violations	Order to Cease Process causing Violation Notice of Violation with recommended minimum of \$1000 and up to \$25,000 per day per violation Penalty	Order to Cease Immediately Notice Of Violation within 7 days	Director	File Permit Application Steps Taken to avoid violation	Issue an SIU Permit which protects the POTW	Director	Suspend Service Until Permit Is Issued
Unpermitted Discharge results in Endangerment	Suspended Service Notice of Violation with recommended minimum of \$1000 and up to \$25,000 per day per violation Penalty	Suspend Service Immediately Notice Of Violation within 7 days	Director	File Permit Application Steps Taken to avoid future endangerment	Issue an SIU Permit which protects the POTW	Director	Suspend Service Until Permit Is Issued

Type of Violation	Initial Action	Timeframe for Initial Action	Initial Action Taken By	SIU Response	Follow Up Action Taken By	Follow Up Action	First Escalation Action if Needed
Permit Noncompliance							
Permit limits Violation Single event Minor	Notice of non-compliance or Notice of Violation with 0 to \$25,000 Penalty	Within 30 days of receiving data	Pretreatment Coordinator	Conduct additional monitoring and return Compliance	NOV if Significant Non-Compliance (SNC)	Pretreatment Coordinator	Notice of Violation with Penalty
Permit Limits Violation Technical Review Criteria (TRC)	Notice of Violation with 0 to \$25,000 Penalty	Within 30 days of receiving data	Pretreatment Coordinator	Conduct additional monitoring and return Compliance			Second Notice of Violation with increased Penalty
Permit Limits Violation Significant non-compliance	Notice of Violation with 0 to \$25,000 Penalty	Within 30 days of receiving all the data	Pretreatment Coordinator	Report cause of non-compliance and steps taken to prevent violation	Consent Order if time needed is more than 90 days	Director	Enforceable schedule (AO) if not resolved by the end of 2 nd 6 month period
Permit Limits Violation causes NPDES violation or other State issued permit or State General Statute violations.	Order to cease process causing violation Notice of Violation with recommended minimum \$1000 and up to \$25,000/day per violation	Order to cease immediately Notice of Violation Within 7 days of discovering violation.	Director	Report cause of non-compliance and steps taken to prevent violation			Suspend service until resolved Enforceable schedule (AO) if not resolved by the end of 2 nd 6 month period
Permits Limits Violation causes Endangerment	Suspend Service Notice of Violation with recommended minimum \$1000 and up to 425,000/day per violation penalty	Suspend service Immediately Notice of Violation within 7 days	Director	File for reissuance of Permit	Inspect SIU Corrective measures	Director	
Self-monitoring Violation Single event violation	Notice of Non-compliance (NNC)	Within 30 days of report due date	Pretreatment Coordinator	Resample missed parameters	NOV if SNC less than 80% complete for 6 months	Pretreatment Coordinator	Civil Penalty
Self-monitoring Violations SNC (<80% compliant)	NOV and penalty equal to the cost of missed sampling	Within 30 days of receiving all data.	Pretreatment Coordinator	Submit next 6 months sampling schedule	Audit of SIU self-monitoring procedures	Pretreatment Coordinator	Second Notice of Violation and Civil Penalty Assessment
Reporting Violations Late Report	Notice of non-compliance	Within 30 days of report due date	Pretreatment Coordinator	Submit Report	NOV and \$100 if not submitted within 30 days	Pretreatment Coordinator	Notice of Violation Penalty Assessed possible SNC if over 30 days

Type of Violation	Initial Action	Timeframe for Initial Action	Initial Action Taken By	SIU Response	Follow Up Action Taken By	Follow Up Action	First Escalation Action if Needed
Reporting Violations Incomplete or Inaccurate Reports	Notice of Non-compliance	Within 30 days of report submission	Pretreatment Coordinator	Submit revised report	NOV and \$100 fine if not submitted within 30 days	Pretreatment Coordinator	Notice of Violation Penalty assessed
Reporting Violations Intentional Falsification	Referred to District Attorney	As soon as suspected	Director				
Violation of Permit conditions	Notice of Violation with Penalty up to \$25,000/day per violation	Within 30 days of discovery	Pretreatment Coordinator or Director	Varies	Inspect SIU	Pretreatment Coordinator	Second Notice of Violation with increased Penalty
Violation of Permit: Conditions results in NPDES violation or other State issued permit or State General Statute violations or Endangerment	Suspend service Notice of Violation with up to \$25,000/day per violation Penalty	Suspend service immediately Notice of Violation within 7 days	Director	Steps taken to avoid reoccurrence	Inspect SIU Corrective measures	Director	

Type of Violation	Initial Action	Timeframe for Initial Action	Initial Action Taken By	SIU Response	Follow Up Action Taken By	Follow Up Action	First Escalation Action if Needed
<i>Non-compliance with Enforcement Orders</i>							
Interim limits violations No Endangerment	NOV and assess stipulated Penalty	Within 30 days of receiving the data	Pretreatment Coordinator	Additional Monitoring	Hold a Show Cause meeting if SNC for the 6 months	Director	Administrative Order
Interim limits violations Causing Endangerment	Suspend Service Notice of Violation with recommended minimum \$1000 and up to \$25,000/day per violation Penalty	Immediately	Director	File for permit reissuance	Inspect SIU corrective measures	Director	
Self-Monitoring Violations	Notice of Violation with recommended minimum Penalty equal or greater than cost of missed testing	Within 30 days of discovering	Pretreatment Coordinator	Conduct missed sampling			Second Notice of Violation with Penalty equal to twice the cost of missed testing
Violations of Enforcement Order conditions or limits	Notice of Violation assess stipulated Penalty and actions listed for same violation type ERP	Within timeframe listed in Enforcement Order or for the same type of Violation in ERP	Pretreatment Coordinator or Director	Additional monitoring and steps taken to avoid reoccurrence	Hold a Show Cause meeting if not submitted within 30 days	Director	Same as escalated action for same type of Violation Possible revocation of Order
Failure to meet a milestone date in an Enforcement Order (Does not Affect other dates)	Notice of Violation and Assess Penalty stipulated in Order	Within 30 days of discovery	Pretreatment Coordinator	Submit a schedule to complete the requirement	Hold a Show Cause meeting if not completed by new schedule date	Director	Show Cause Hearing
Failure to meet a milestone date in an Enforcement Order (Affects other dates)	Show Cause hearing and Assess stipulated Penalties	Within 30 days of discovery	Director	Negotiate new order and abide by new conditions	Issue an Administrative Order	Director	Possible Termination of service
Failure to meet final compliance date	Notice of Violation and assess stipulated Penalties	Within 30 days of discovery	Director	Document compliance	Hold a Show Cause meeting if not compliant	POTW Attorney	Possible termination of service

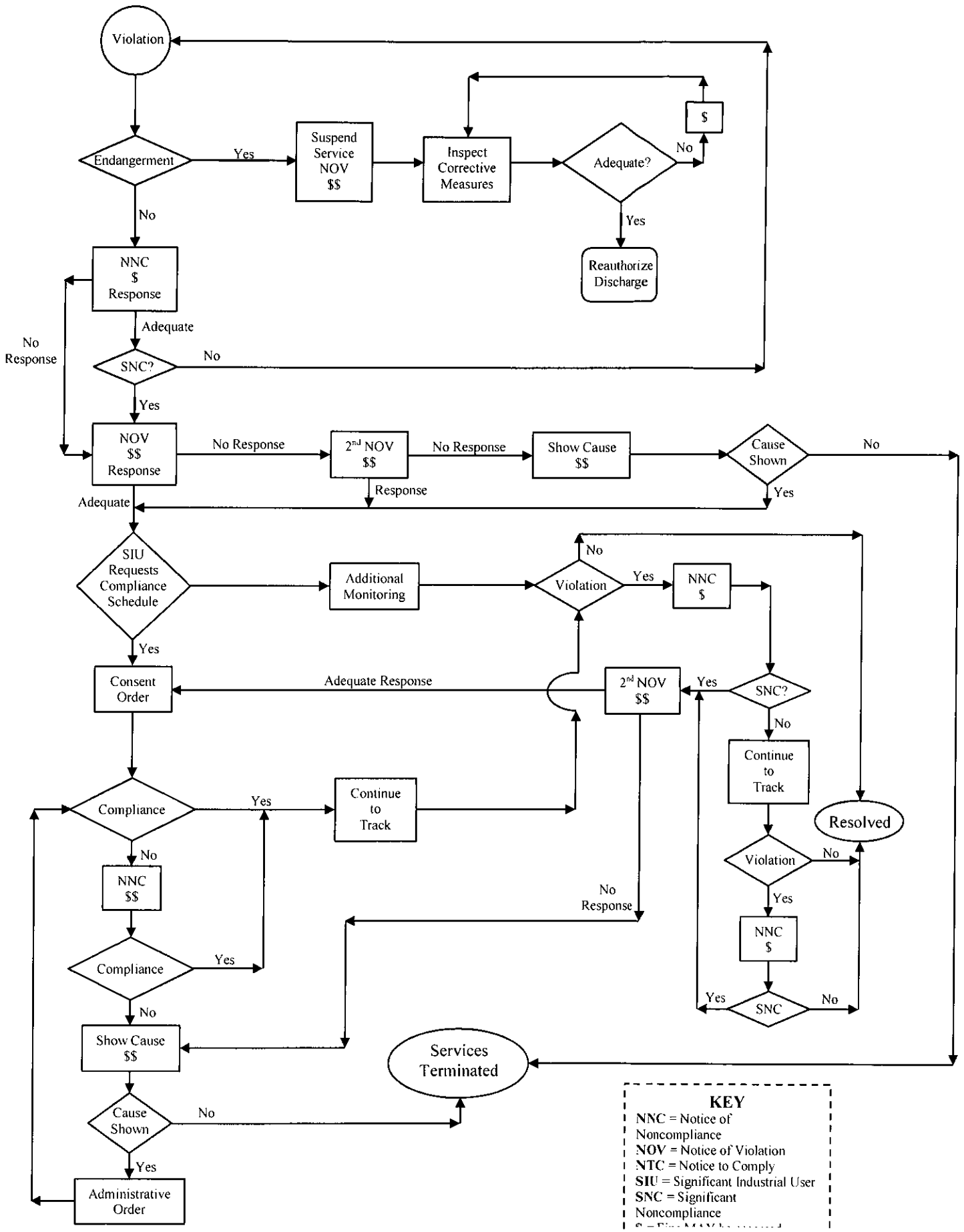
City of Newton Enforcement Response Plan

5.0 Chart: Responses Applicable to Dental Dischargers Subject to 40 CFR 441

Type of Violation	POTW Action	Time frame	Responsible Official	Expected Action from User	Escalated Action if Needed
Failure to submit one time compliance report	Reminder via phone, email or letter.	Within 60 days of deadline.	PT Coordinator	Submit report within 45 days	NOV; require report within 30 days
Continued failure to submit one time compliance report	2 nd NOV with Notice of Intent (to issue penalty) Certified mail.	Within 30 days of most recent due date.	PT Coordinator	Submit report within 10 days	Issue penalty up to an amount equal to the cost of installing an amalgam separator.
Failure to implement/maintain Best Management Practices	NOV; with penalties of \$0-\$25,000 a day.	Within 30 days (unless discussed with PT Coordinator)	PT Coordinator Director	Submit report within 30 days	NOV; require report in 10 days
Failure to install or properly operate the amalgam separator, and contributing to pass-through or interference.	Notice of Non-compliance and penalties of \$0-\$25,000 a day	Within 30 days of receiving the letter.	Director PT Coordinator	Submit report within 30 days	NOV; with penalty of an amount that equals the cost of installing an amalgam separator
Failure to meet Final compliance on all aspects of the Dental Amalgam Rule	Notice of Violation and assess stipulated penalties	Within 30 days of discovery	Director	Hold a show cause meeting with POTW attorney if not compliant	Possible termination of service.

ERG Table 2 page 1

ENFORCEMENT FLOWCHART



KEY

NNC = Notice of Noncompliance
 NOV = Notice of Violation
 NTC = Notice to Comply
 SIU = Significant Industrial User
 SNC = Significant Noncompliance
 \$ = Fine Amount

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director



February 5, 2020

Via Electronic Mail (srowe@newtonnc.gov)

Stacy Rowe
Pretreatment Coordinator
City of Newton
P.O. Box 550
Newton, NC 28658

Subject: Pretreatment Review of Enforcement Response Plan (ERP)
City of Newton - NPDES Number NC0036196
Catawba County

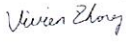
Dear Ms. Rowe,

The Pretreatment, Emergency Response, and Collection Systems Unit (PERCS) of the Division of Water Resources has reviewed the updated Enforcement Response Plan (ERP) for the City of Newton. The updated ERP was in response to the Dental Amalgam Rule (40 CFR 441) and was received by the Division on October 28, 2019.

The review indicates that the **ERP is adequate** and meets the requirements of 15A NCAC 02H .0905 and 40 CFR 403.8 (f)(5). Proper implementation is also required by the City's NPDES permit. The Division expects you to follow this approved ERP for all enforcement actions. Modifications to this ERP must be approved by the Division.

If you have any questions or comments, please contact Vivien Zhong at (919) 707-3627 [email: Vivien.Zhong@ncdenr.gov]. Thank you for your continued support of the Pretreatment Program.

Sincerely,

DocuSigned by:

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for S. Daniel Smith, Director
Division of Water Resources

ksl/newton_erp_005
Ec: PERCS Unit File
Wes Bell, MRO
Central Files (Laserfische)



**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

DATE: February 10, 2020

TO: Todd Clark, City Manager

FROM: Dusty Wentz, PWU Director

CONSIDERATION OF: Adoption of the 2019 Annual Consumers Confidence Report for the water treatment and 2019 Annual Wastewater report for wastewater treatment and waste water collection System.

Approved for Council Consideration



Background:

The State of North Carolina Division of Environmental Quality (NCDEQ) requires the owner of a water and/or wastewater facility to submit an annual report to its office as well as our City Council. In addition, the 2019 annual water Consumers Confidence Report (CCR) and the 2019 Annual Wastewater report will be on the City's web site for public viewing as required by State.

The City of Newton's wastewater facility will be submitting the 2019 Annual Wastewater Report to NCDEQ and is in compliance with all regulatory agency requirements. The City of Newton's water treatment facility will be sending the 2019 Consumers Confidence Report to NCDEQ and is in compliance with all regulatory agency requirements.

The Annual Water Consumers Confidence Report (CCR) and Annual Wastewater Reports are attached.

Recommendation:

It is recommended that the Council accept the 2019 Water Consumers Confidence Report and the 2019 Annual Wastewater Report.

City of Newton Wastewater Treatment System Performance Annual Report for 2019

January 24, 2020

I. General Information

Facility Name: City of Newton Sanitary Sewer Collection System

Contact Person: J. Todd Crutchfield,
Collections / Distribution Superintendent
PO Box 550
Newton, NC 28658
(828) 695-4289

Applicable Permits: Wastewater Collection System Permit Number-WQCS00044

ALSO

Facility Name: City of Newton, Clark Creek Wastewater Treatment Plant

Contact Person: Eric Jones, WWTP Superintendent
PO Box 550
Newton, NC 28658
(828) 695-4370

Applicable Permits: National Pollutant Discharge Elimination System (NPDES)
Permit Number - NC0036196
Land Application (Non-Discharge) Permit Number -
WQ0003902

The City of Newton views environmental protection as a top priority. The City actively participates in the collection, treatment, and disposition of sewage generated within its boundaries.

Description of Collection System

Wastewater (sewage), discharged by customers, flows to the city owned and operated Clark Creek Wastewater Treatment Plant through a sanitary sewer system encompassing approximately 149.58 miles of sanitary sewer lines. Of these lines, approximately 11.34 miles are force mains with the remaining 138.24 being gravity lines. The force mains of piping ranging in size from 6" to 12" and the gravity lines consist of piping ranging in size from 6" to 36". The City of Newton operates and maintains 8 duplex sewer lift stations within the sewer collection system.

Upon arrival at the treatment plant all wastewater is treated and discharged in an environmentally safe manner in accordance with National Pollutant Discharge Elimination System (NPDES) regulations.

Clark Creek Wastewater Treatment Plant, completed in 1979, upgraded in 1992, 2005 and 2010. The facility currently operates according to NPDES permit NC0036196 which includes the treatment of a maximum of 5.0 million gallons of wastewater per day (MGD). Homes, businesses, and industries discharge their wastewater (sewage) into the sanitary sewer system. Once the wastewater is discharged into the pipes it travels through the collection system until it reaches the Wastewater Treatment Plant. The system is composed of a complicated network of pumps, manholes, standby generators and over six hundred thousand (651,000) feet of pipe. The Wastewater Treatment Plant is staffed and operated 24 hours per day, 365 days a year. The City of Newton Wastewater Plant staff includes 11 State Certified Operators, including 3 employees that hold grade VI certification, 5 employees that hold grade III certification and 3 that have grade I certification. This certification is through the North Carolina Department of Environmental Quality (NCDEQ), and the Environmental Protection Agency. The North Carolina AWWA-WEA has recognized the Clark Creek Wastewater Treatment Plant for Operation and Maintenance Excellence.

The Clark Creek Wastewater Treatment Plant average daily flow for 2019 was 3.03 MGD. To ensure compliance with all Federal and State laws regarding the safe treatment of wastewater, the City of Newton appropriated one million seven hundred eighty-six thousand and three hundred fifty dollars (\$1,786,350.00) towards operating and maintaining its wastewater treatment plant.

II. Performance

Yearly Performance:

During the year 2019, the wastewater collection staff visited all lift stations at a minimum of once a week. The pump maintenance crew performed scheduled preventative maintenance and made all necessary repairs as needed to keep lift stations operating at peak performance. This same year, crews visibly inspected, cleaned, and applied root control to a combined total of 168,161 feet of sewer lines. This equals to 31.84 miles, which represents about 21.2 percent of our collection system. The break down to the yearly performance; crews visibly inspected with a camera 5,770 feet or 1.09 miles of sewer main, which represents about . 7 percent of our collection system, applied root control in 25,303 feet or 4.7 miles of the collection system, which is about 3.1 percent of the collection system, and jetted/vacuumed 112,315 feet which is 21.27 miles, which is about 14.21 percent. The City personnel assisted residents with 83 back-ups during 2019. The aerial and high priority lines were inspected two times this year; once in May, then again in November. Lines not visible to the general public were bush-hogged and/or inspected in the spring and summer months. Finally, the City of Newton has been proactive by educating the public about grease. This was done twice a year; once in the spring and once in the fall; furthermore, there are fats, oil, and grease (FOG) education material on the city web site.

City of Newton wastewater collection permit required a Capital Improvement Plan to designate funding for reinvestment into the wastewater collections system infrastructure. 2019 did have a Capital Improvement Plan that the City Council adopted.

Capital Improvement Projects:

On West 15 Street the City replaced 5 five foot manholes, 15 foot of 8” ductile iron pipe, 130 foot of 12” ductile iron pipe, 137 foot of 18” ductile iron pipe.

On the Greenway off Radio Station Road the City replaced a 5 foot Manhole and 305 foot of Ductile Iron pipe.

On Valley Drive the City replaced 2 Manholes and 271 foot of 8” Ductile Iron Pipe.

On West 8th Street the City replaced a 4 foot Manhole and 20 foot of 8” Ductile Iron Pipe and 5 foot of 10” Ductile Iron Pipe

The City Rebuilt 1 pump at the Startown School Pump Station

The City of Newton replaced 40 feet of 14” Ductile Iron off of Technibuilt Drive on City of Newton ROW.

The City replace 40 foot of 20” areal on the Westside Drive R.O.W. and a 4 foot Manhole

Sanitary Sewer Overflows:

City of Newton wastewater collection system experienced (6) reportable overflows that reached the waters of North Carolina. The overflows resulted in no fish kill or other negative environmental impact.

1/15/2019

800 South West Blvd.

Grease was the cause. 200 Gallons Spilled of which 50 reached the waters of the state Hildebran Creek. Reported to DWR incident # 201900160

6/9/2019

1442 W. Hwy 10

Severe Natural Conditions and Inflow and Infiltration were the cause of a spill. An estimated 6,700 gallons spilled into Anthony Creek. It was reported to DWR. Incident # 201901020

6/9/2019

1019 West 1st Street

An estimated volume of 1250 gallons spilled which reached Hilebran Creek, Severe Natural Conditions and Inflow and Infiltration were the cause of a spill. It was reported to DWR incident # 201901018

7/29/2019

915 Westside Drive

Inflow and Infiltration were the cause of a spill an estimated volume of 1000 gallons reaching the waters of North Carolina (Clark Creek) Reported to DWR incident # 201901297

10/31/2019
1019 West 1st Street
An estimated volume of 9,700 gallons spilled which reached Hilebran Creek, Debris in line and Inflow and Infiltration were the cause of the spill. It was reported to DWR incident # 201901718

11/23/2019
951 West 1st Street
An estimated 2,300 gallons spilled and approximately 1,150 gallons reached the Hildebran Creek. This was reported to Emergency Management. The incident # 201901808

The City of Newton had overflows that did not reach state waters that were documented in Collections Department records.

1/6/2019
2611 Old Conover Startown Road
The cause was Rags in the line and possible grease and estimated 50 gallons spilled on the ground.

1/11/2019
749 AC Little Road
The cause was grease an estimated 3 gallons spilled on the ground. The cause was rags.

1/25/2019
800 South West Blvd.
The cause was rags an estimated 20 gallons spilled on the ground.

3/10/2019
1021 West 1st Street
An estimated 40 gallons spilled on the ground the cause was rags.

6/9/2019
1857 Burris Road
Inflow and Infiltration was the cause and estimated 750 spilled on the ground.

10/31/2019
1857 Burris Road
Inflow and Infiltration was the cause an estimated 694 gallons spilled on the ground.

The City of Newton Clark Creek Wastewater Plant reported 2 NOV's in 2019. The Pretreatment Program received a NOV for failure to properly implement the Pretreatment program, this was corrected and forwarded to NCDEQ. NCDEQ accepted the corrections and issued a letting the same.
The City of Newton Lab received a NOV for CL2 being out of limit, this was a one time issue, problem that caused this was found and corrected. NCDEQ was notified and satisfied with correction.

Narrative report of the eight pump stations is as follows:

Burris Road Pump Station (PS): This pump station is inspected three times a week by the staff to empty the bar screen cleaning debris basket and is remotely monitored via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on site.

Walnut Creek PS: This pump station is inspected three times a week by the staff to empty the bar screen cleaning debris basket and is remotely monitored via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on site.

West Side PS: This pump station is inspected three times a week by the staff to empty the bar screen cleaning debris basket and is remotely monitored via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on this site.

HWY#10/Southfork PS: This pump station is inspected one time per week by the staff and is monitored remotely via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on site.

Startown School PS: This pump station is inspected once a week by the staff and is monitored remotely via a SCADA alarm system. This system monitors and reports pump run condition; pump failure, high level alarm and power failure alarm. A portable emergency power generator is stored at the Public Works building and is on a battery tender.

Balls Creek PS: This facility is inspected once a week by the staff and is monitored remotely via a SCADA alarm system. This system monitors and reports pump run condition; pump failure, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on site.

Gregory Wood Products PS: This facility is inspected once per week by the staff and is monitored via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency power generator on site.

Target Distribution Center PS: This facility is inspected once a week by the staff and is monitored via a SCADA alarm system. This system monitors and reports pump run condition; pump failure alarm, high level alarm, power failure alarm and generator failure alarm. There is an emergency generator on site.

Aerial and High Priority Lines:

Location	Manhole	Size	Material	Footage	Type
2210 Little Coulters Church Rd	2338-2339	24	Steel	40	AERIAL
2210 Little Coulters Church	2334-2338	36	Steel	40	AERIAL
1775 Southwest Blvd	2322-2306	36	Steel	40	AERIAL
1775 Southwest Blvd	2320 -2318	24	STEEL	40	AERIAL
1346 McKay Rd.	2167-2328	12	CI	18	AERIAL
1346 McKay Rd.	2165-2166	12	CI	18	Under Creek
2393 W. Hwy. 10	1357-1356	12	CI	6	AERIAL
1390 Kensington	1349-1384	18	DI	30	Under Creek
1698 Kensington	1367-1368	12	CI	5	AERIAL
720 Westside Dr.	2263	18	PVC	418	Parallel to creek
720 Westside Dr.	2264	18	PVC	418	Parallel to creek
846 Westside Dr.	2215-2216	12	CI	15	AERIAL
235 N. Gate Rd.	2280-2277	18	CI	40	Under Creek
530 Hamilton St.	1004-1006	8	DIP	10	AERIAL
41Cherry Ln.	1177-1178	12	DIP	40	AERIAL
41 Cherry Ln	1505-1178	8	DIP	120	AERIAL
811 Ridge Dr.	1871-1872	12	DIP	40	AERIAL
811 Ridge Dr.	881-742	12	DIP	20	AERIAL
1522 W. NC Hwy. 10	2204-1730	12	DIP	40	AERIAL
1254 Long Dr.	2205-1699	12	CI	8	AERIAL
1135 Long Dr.	1698-1699	12	Steel	8	AERIAL
1011 Quail	1695-1696	12	Steel	8	AERIAL
1432 Old Conover Startown Rd.	1694-1693	12	Steel	8	AERIAL
1432 Old Conover Startown Rd.	1690-1691	12	Steel	10	AERIAL
1306 Beechwood Dr.	1306-1305	8	Steel	8	AERIAL
1180 Edgefield Ln.	1293-386	8	DIP	8	AERIAL
3336 Startown Rd.	1666-1667	12	Steel	20	AERIAL
2055 Milton Dr.	1680-1681	12	Steel	5	AERIAL
1376 Old Conover Startown Rd.	1685-1686	12	Steel	30	AERIAL
1991 Old Conover Startown Rd.	1641-1642	12	Steel	5	AERIAL
2078 Settlemyre Bridge Rd.	1635,1636,1637	18	PVC	175	Parallel to creek
2078 Settlemyer Bridge Rd.	1743-1612	8	Steel	30	AERIAL
2078 Settlemyer Bridge Rd.	1742-1612	15	Steel	30	AERIAL
2078 Settlemyer Bridge Rd.	1634-1633	12	Steel	15	AERIAL
1928 Settlemyer Bridge Rd.	1632-1631	12	Steel	2	AERIAL
100 Raido Station Rd.	2251-2254	18	DIP	15	AERIAL
773 Raido Station Rd.	1451-MH ?	12	Steel	50	AERIAL
1088 Raido Station Rd.	855-MH ?	12	Steel	50	AERIAL
1019 W. 1 st St.	2246-2242	18	Steel	30	AERIAL
844 W. 6 th St Circle	1977-820	8	Steel	140	AERIAL
Westlake & W 7 th St.	795-796	8	DIP	30	AERIAL
Westbrook & Poplar	1712-1836	8	DIP	35	AERIAL
731 W. 15 th St.	2223-2225	12	DIP	10	AERIAL
1818 Northwest Blvd.	1188-646	12	DIP	40	AERIAL

802 W. 15 th St.	2222-2168	12	DIP	15	AERIAL
2202 Northwest Blvd.	1191-1190	12	CI	5	AERIAL
510 S Cline Ave.	455-478	8	DI	40	AERIAL
639 W. 1 st St.	838-508	12	Clay	448	Parallel to creek
311 W. 1 st St.	549-839	12	PVC	30	Parallel to creek
1901 Northwest Blvd.	702-664	8	DI	10	AERIAL
301 W. 20 th St.	703-218	8	DI	30	Under creek
316 W. 21 st St.	613	8	Clay	25	MH near creek
302 W. 24 th St.	597-598	10	CI	20	AERIAL
2636 Northwest Blvd.	567-849	12	CI	10	AERIAL
2726 N. Ashe Ave.	240-238	10	CI	25	AERIAL
2726 N. Ashe Ave.	1316-288	8	CI	20	AERIAL
425 E. P St.	1104-1103	12	CI	30	AERIAL
1814 U.S. 321 South	1123-1124	15	CI	30	AERIAL
1931 Brookside Dr.	1106-2086	6	DIP	25	AERIAL
1058 Meadowbrook Ln.	2087-MH N/A	8	DIP	25	AERIAL
1235 Lakewood Dr.	2089-1138	8	DIP	25	AERIAL
1235 Lakewood Dr.	1139-1533	14	PVC	25	Under Creek
1545 St. James Church Rd.	2501-1530	8	DIP	25	AERIAL
425E. N St.	1121-1516	10	DIP	35	AERIAL
425 E. N St.	1515-1514	16	CI	4	AERIAL
400 E. N St.	1509-1508	8	CI	60	AERIAL
400 E. N St.	1509-1508	12	CI	60	AERIAL
428 E. K St.	1074-989	12	CI	40	AERIAL
428 E. K St.	1074-989	12	CI	40	AERIAL
518 E. J St.	1512	24	PVC	30	Parallel to creek
518 E. J St.	1050-1049	24	PVC	340	Parallel to creek
511 Burton St.	914-961	8	DIP	8	AERIAL
612 St. James Church Rd.	1569-1570	10	CI	20	AERIAL
612 St. James Church Rd.	288-1833	12	CI	20	AERIAL
152 S. Caldwell Ave.	326-1084	12	CI	10	AERIAL
112 McDaniels Circle	1774-439	12	CI	5	AERIAL
30 S. Gaither Ave.	1495-MH # ?	8	DI	40	AERIAL
108 N. Gaither Ave.	411-#?	8	CI	45	AERIAL
307 N. Ervin Ave.	1490-410	12	DIP	10	AERIAL
702 N. Gaither Ave.	434-433	8	DIP	40	AERIAL
1004 N. Gaither Ave.	213	12	PVC	50	Parallel to creek
1113 N. Davis Ave.	2021-2020	8	DIP	60	AERIAL
1113 McRee Heights	211-210	12	DIP	8	AERIAL
1116 McRee Heights	209-1381	8	DI	15	AERIAL
1119 McRee Heights	1550-1771	12	DIP	5	AERIAL
1672 Powerline Ave.	721-1425	8	CI	170	AERIAL
2410 Brookwood Dr.	610-971	8	DIP	5	AERIAL
1212 E. H St.	938-939	8	DI	22	AERIAL
1202 E. H St.	1565	12	PVC	55	Parallel to creek
1633 Fisher Ct.	2464-2465	12	DI	6	AERIAL

1800 St. James Church Rd.	2457-1457	15	CI	15	AERIAL
1666 Fisher Ct.	2454-2451	12	CI	40	Parallel to creek
2014 S. Hwy 16	1444-1445	12	CI	15	AERIAL
1516 S. Hwy 16	1561-1560	12	Steel	15	AERIAL
1625 Berkshire	1795-1796	8	DIP	6	AERIAL
1450 Berkshire	1819-1820	12	PVC	8	Under Creek
1730 Nelson	2478-2477	12	PVC	8	Under Creek
1730 Nelson	1803-1808	8	DIP	30	AERIAL
1824 Mount Olive Church Rd.	Force Main	8	DIP	10	AERIAL
1824 Mount Olive Church Rd.	Force Main	12	DIP	10	AERIAL
1847 Burris Rd.	Forced Main	8	DIP	10	AERIAL
1847 Burris Rd.	Force Main	12	DIP	10	AERIAL
1702 New Hwy.16	2415-2416	15	Steel	15	AERIAL
607 Thomas Dr.	2047-1386	8	Steel	10	AERIAL
1401 Burris Rd	2078-1392	12	DIP	20	AERIAL

III. Notification

The City will notify the users of the wastewater system of this Annual Report by way of the City Newsletter, the City Web-site, and by announcement at a City of Newton Council meeting in February of 2020.

IV. General Information

The City of Newton is responsible for maintaining unobstructed wastewater flow in the City owned sewer system. The line that connects a house or building to the City sewer system is called a service lateral. The property owner is responsible for maintaining the service lateral. If a blockage occurs causing a sewer backup, the city encourages residents to call the city so a crew can verify which part of the line is obstructed. A city crew will check the main line and clear the line if necessary. If the main line is clear, the property owner will be notified of the need to call a plumber to clear the service lateral. Occasionally there are blockages in service laterals that extend into the utility right-of-way. When this occurs the City will check and clean the line to the “clean out” if requested. However, the property owner is ultimately responsible for the entire length of the service lateral.

Why do sewer lines block?

Many things can become lodged in a sewer line causing a backup; e.g. sticks, rocks, bricks, pieces of broken pipe, string, rags, GREASE, paper towels, newspapers, sanitary napkins, plastics, etc. Many blockages occur as a result of tree roots growing into sewer pipes. Roots collect grease and animal fat poured down drains. Over time, this collection of debris can cause an obstruction. You can help prevent sewer backups in your home and protect the environment if you adhere to the following advice: (1) Never flush or put anything down a toilet or drain that would clog a sewer line, (2) do not wash grease down a drain and (3) report any sewer overflow immediately.

It is a good idea to collect grease in a can or jar and put it in the refrigerator. When the container is full, and it solidifies, dispose of it with the household garbage.

The City of Newton has a Grease Trap Policy and a Standard Operating Procedure for controlling grease discharge from commercial establishments.

What is a “Backwater Valve” and do I need one?

A backwater valve is a relatively inexpensive item that can be installed on your plumbing system that will help prevent sewer back-ups and overflows that could occur on your property or in your home. The N.C. Plumbing Code requires that a “backwater valve” be installed in all structures if they have a plumbing fixture that has a “flood rim elevation” below the next upstream city sewer manhole. City residents can avoid sewer back-ups by installing this backwater valve, which is designed to prevent a sewer back-up in the customer’s plumbing caused by a blockage in the city’s sewer system. The valve allows sewage to leave the residence or business, but does not allow sewage to flow back into the property. (The flood rim elevation is the level at which a fixture, such as a toilet or sink, will overflow) It is possible that some local homes or businesses that have fixtures with flood rim elevations below the next upstream sewer manhole may not have the backwater valve installed. Any structure with plumbing fixtures below the next upstream sewer manhole is at risk of sewage backing up into the structure. Structures with plumbing fixtures in basements are more likely to need the valve installed. Residents are advised that the city is not responsible for damages caused by a sewer back-up on private property if the required backwater valve has not been installed.

For more information or to determine if your home needs a backwater valve, contact Collections Superintendent at (828) 695-4289.

Questions?

Should you have any questions regarding the treatment of wastewater in your community or need to report a sewer problem, please feel free to call the City of Newton Public Works and Utilities Department at 828 695-4310. To report a sewer problem after 5:00 PM or on weekends call 695-4306

V. Certification

I certify under penalty of law that this report is complete and accurate to the best of my knowledge. I further certify that this report will be made available to the users of the system as stated in the report. An announcement of the availability of the report is scheduled to be made at a regularly scheduled City Council Meeting held in February 2020.

James Eric Jones
City of Newton
WWTP Superintendent

Date

City of Newton - 2019 Annual Drinking Water Quality Report

Water System Number: 01-18-015

www.newtonnc.gov



We are pleased to present to you this year's Annual Drinking Water Quality Report. This report is a snapshot of last year's water quality. Included are details about your source(s) of water, what it contains, and how it compares to standards set by regulatory agencies. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water and to providing you with this information because informed customers are our best allies. **If you have any questions about this report or concerning your water, please contact Brian Wilson, WTP superintendent at 828-695-4312.** We want our valued customers to be informed about their water utility.

There were no violations for 2019

What EPA Wants You to Know

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. City of Newton is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems; and radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

When You Turn on Your Tap, Consider the Source

The water that is used by this system is surface water and is located at the Jacobs Fork Park, off Highway 10. The Jacob Fork River is the primary water source for Newton’s drinking water. The city has a secondary source for water, which is the City Lake, a reservoir that holds approximately 40 million gallons. The Jacob Fork flows approximately 20 miles over solid bedrock where it is well oxygenated, and most volatile contaminants are removed. The Jacob Fork River has no commercial or city discharge facilities located along its 20-mile stretch adding to the purity of the water. The Jacob Fork River is classified as an Outstanding Resource Water by the NC Department of Environmental Quality.

Source Water Assessment Program (SWAP) Results

The North Carolina Department of Environment and Natural Resources (DENR), Public Water Supply (PWS) Section, Source Water Assessment Program (SWAP) conducted assessments for all drinking water sources across North Carolina. The purpose of the assessments was to determine the susceptibility of each drinking water source (well or surface water intake) to Potential Contaminant Sources (PCSs). The results of the assessment are available in SWAP Assessment Reports that include maps, background information and a relative susceptibility rating of Higher, Moderate or Lower.

The relative susceptibility rating of each source for the City of Newton was determined by combining the contaminant rating (number and location of PCSs within the assessment area) and the inherent vulnerability rating (i.e., characteristics or existing conditions of the well or watershed and its delineated assessment area). The assessment findings are summarized in the table below:

Susceptibility of Sources to Potential Contaminant Sources (PCSs)

Source Name	Inherent Vulnerability Rating	Contaminant Rating	Susceptibility rating	SWAP Report Date
Jacobs Fork/ Catawba River	Higher	Lower	Moderate	August 2017
City Lake	Higher	Lower	Moderate	August 2017

The complete SWAP Assessment report for the City of Newton may be viewed on the Web at: https://www.ncwater.org/files/swap/SWAP_Reports/0118015_8_31_2017_11_17.pdf. Note that because SWAP results and reports are periodically updated by the PWS Section, the results available on this web site may differ from the results that were available at the time this CCR was prepared. If you are unable to access your SWAP report on the web, you may mail a written request for a printed copy to: Source Water Assessment Program – Report Request, 1634 Mail Service Center, Raleigh, NC 27699-1634, or email requests to swap@ncdenr.gov. Please indicate your system name, number, and provide your name, mailing address and phone number. If you have any questions about the SWAP report please contact the Source Water Assessment staff by phone at 919-707-9098.

It is important to understand that a susceptibility rating of “higher” does not imply poor water quality, only the system’s potential to become contaminated by PCSs in the assessment area.

Water Quality Data Tables of Detected Contaminants

We routinely monitor for over 150 contaminants in your drinking water according to Federal and State laws. The table below lists all the drinking water contaminants that we detected in the last round of sampling for the particular contaminant group. The presence of contaminants does not necessarily indicate that water poses a health risk. **Unless otherwise noted, the data presented in this table is from testing done January 1 through December 31, 2019.** The EPA and the State allow us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of the data, though representative of the water quality, is more than one year old.

Important Drinking Water Definitions

- **Not-Applicable (N/A)** – Information not applicable/not required for that particular water system or for that particular rule.
- **Non-Detects (ND)** - Laboratory analysis indicates that the contaminant is not present at the level of detection set for the particular methodology used.
- **Parts per million (ppm) or Milligrams per liter (mg/L)** - One part per million corresponds to one minute in two years or a single penny in \$10,000.
- **Parts per billion (ppb) or Micrograms per liter (ug/L)** - One part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.
- **Parts per trillion (ppt) or Nanograms per liter (nanograms/L)** - One part per trillion corresponds to one minute in 2,000,000 years, or a single penny in \$10,000,000,000.
- **Parts per quadrillion (ppq) or Picograms per liter (picograms/L)** - One part per quadrillion corresponds to one minute in 2,000,000,000 years or one penny in \$10,000,000,000,000.
- **Picocuries per liter (pCi/L)** - Picocuries per liter is a measure of the radioactivity in water.
- **Million Fibers per Liter (MFL)** - Million fibers per liter is a measure of the presence of asbestos fibers that are longer than 10 micrometers.
- **Nephelometric Turbidity Unit (NTU)** - Nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.
- **Action Level (AL)** - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Treatment Technique (TT)** - A required process intended to reduce the level of a contaminant in drinking water.
- **Maximum Residual Disinfection Level Goal (MRDLG)** – The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Maximum Residual Disinfection Level (MRDL)** – The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Contaminant Level (MCL)** - The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Contaminant Level Goal (MCLG)** - The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Tables of Detected Contaminants

Microbiological Contaminants in the Distribution System - For systems that collect *less than 40* samples per month)

Contaminant (units)	MCL Violation Y/N	Your Water	MCLG	MCL	Likely Source of Contamination
Total Coliform Bacteria (presence or absence)	N	0	0	one positive monthly sample	Naturally present in the environment
Fecal Coliform or <i>E. coli</i> (presence or absence)	N	0	0	0 (Note: The MCL is exceeded if a routine sample and repeat sample are total coliform positive, and one is also fecal coliform or <i>E. coli</i> positive)	Human and animal fecal waste

Turbidity*

Contaminant (units)	Treatment Technique (TT) Violation Y/N	Your Water	Treatment Technique (TT) Violation if:	Likely Source of Contamination
Turbidity (NTU) - Highest single turbidity measurement	N	0.39 NTU	Turbidity > 1 NTU	Soil runoff
Turbidity (NTU) - Lowest monthly percentage (%) of samples meeting turbidity limits	N	100%	Less than 95% of monthly turbidity measurements are \leq 0.3 NTU	

* Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of the effectiveness of our filtration system. The turbidity rule requires that 95% or more of the monthly samples must be less than or equal to 0.3 NTU.

Inorganic Contaminants

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
Antimony (ppb)	1/7/19	N	ND	N/A		6	6	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder
Arsenic (ppb)	1/7/19	N	ND	N/A		0	10	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	1/7/19	N	ND	N/A		2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Beryllium (ppb)	1/7/19	N	ND	N/A		4	4	Discharge from metal refineries and coal-burning factories; discharge from electrical, aerospace, and defense industries
Cadmium (ppb)	1/7/19	N	ND	N/A		5	5	Corrosion of galvanized pipes; erosion of natural deposits; discharge from metal refineries; runoff from waste batteries and paints
Chromium (ppb)	1/7/19	N	ND	N/A		100	100	Discharge from steel and pulp mills; erosion of natural deposits
Cyanide (ppb)	1/7/19	N	ND	N/A		200	200	Discharge from steel/metal factories; discharge from plastic and fertilizer factories
Fluoride (ppm)	1/7/19	N	.38	N/A		4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Mercury (inorganic) (ppb)	1/7/19	N	ND	N/A		2	2	Erosion of natural deposits; discharge from refineries and factories; runoff from landfills; runoff from cropland
Selenium (ppb)	1/7/19	N	ND	N/A		50	50	Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Thallium (ppb)	1/7/19	N	ND	N/A		0.5	2	Leaching from ore-processing sites; discharge from electronics, glass, and drug factories

Nitrate/Nitrite Contaminants

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
Nitrate (as Nitrogen) (ppm)	6/19/19	N	<0.10	N/A		10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrite (as Nitrogen) (ppm)	6/19/19	N	<0.10	N/A		1	1	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

Synthetic Organic Chemical (SOC) Contaminants Including Pesticides and Herbicides

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
2,4-D (ppb)	Jan/April 2018	N	ND	N/A		70	70	Runoff from herbicide used on row crops
2,4,5-TP (Silvex) (ppb)	Jan/April 2018	N	ND	N/A		50	50	Residue of banned herbicide
Alachlor (ppb)	Jan/April 2018	N	ND	N/A		0	2	Runoff from herbicide used on row crops
Atrazine (ppb)	Jan/April 2018	N	ND	N/A		3	3	Runoff from herbicide used on row crops
Benzo(a)pyrene (PAH) (ppt)	Jan/April 2018	N	ND	N/A		0	200	Leaching from linings of water storage tanks and distribution lines
Carbofuran (ppb)	Jan/April 2018	N	ND	N/A		40	40	Leaching of soil fumigant used on rice and alfalfa
Chlordane (ppb)	Jan/April 2018	N	ND	N/A		0	2	Residue of banned termiticide
Dalapon (ppb)	Jan/April 2018	N	ND	N/A		200	200	Runoff from herbicide used on rights of way
Di(2-ethylhexyl) adipate (ppb)	Jan/April 2018	N	ND	N/A		400	400	Discharge from chemical factories
Di(2-ethylhexyl) phthalate (ppb)	Jan/April 2018	N	ND	N/A		0	6	Discharge from rubber and chemical factories
DBCP [Dibromochloropropane] (ppt)	Jan/April 2018	N	ND	N/A		0	200	Runoff/leaching from soil fumigant used on soybeans, cotton, pineapples, and orchards
Dinoseb (ppb)	Jan/April 2018	N	ND	N/A		7	7	Runoff from herbicide used on soybeans and vegetables
Endrin (ppb)	Jan/April 2018	N	ND	N/A		2	2	Residue of banned insecticide
EDB [Ethylene dibromide] (ppt)	Jan/April 2018	N	ND	N/A		0	50	Discharge from petroleum refineries
Heptachlor (ppt)	Jan/April 2018	N	ND	N/A		0	400	Residue of banned pesticide
Heptachlor epoxide (ppt)	Jan/April 2018	N	ND	N/A		0	200	Breakdown of heptachlor
Hexachlorobenzene (ppb)	Jan/April 2018	N	ND	N/A		0	1	Discharge from metal refineries and agricultural chemical factories
Hexachlorocyclopentadiene (ppb)	Jan/April 2018	N	ND	N/A		50	50	Discharge from chemical factories
Lindane (ppt)	Jan/April 2018	N	ND	N/A		200	200	Runoff/leaching from insecticide used on cattle, lumber, gardens
Methoxychlor (ppb)	Jan/April 2018	N	ND	N/A		40	40	Runoff/leaching from insecticide used on fruits, vegetables, alfalfa, livestock
Oxamyl [Vydate] (ppb)	Jan/April 2018	N	ND	N/A		200	200	Runoff/leaching from insecticide used on apples, potatoes and tomatoes
PCBs [Polychlorinated biphenyls] (ppt)	Jan/April 2018	N	ND	N/A		0	500	Runoff from landfills; discharge of waste chemicals
Pentachlorophenol (ppb)	Jan/April 2018	N	ND	N/A		0	1	Discharge from wood preserving factories
Picloram (ppb)	Jan/April 2018	N	ND	N/A		500	500	Herbicide runoff
Simazine (ppb)	Jan/April 2018	N	ND	N/A		4	4	Herbicide runoff
Toxaphene (ppb)	Jan/April 2018	N	ND	N/A		0	3	Runoff/leaching from insecticide used on cotton and cattle

Volatile Organic Chemical (VOC) Contaminants

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
Benzene (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from factories; leaching from gas storage tanks and landfills
Carbon tetrachloride (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from chemical plants and other industrial activities
Chlorobenzene (ppb)	1/7/19	N	ND	N/A		100	100	Discharge from chemical and agricultural chemical factories
o-Dichlorobenzene (ppb)	1/7/19	N	ND	N/A		600	600	Discharge from industrial chemical factories
p-Dichlorobenzene (ppb)	1/7/19	N	ND	N/A		75	75	Discharge from industrial chemical factories
1,2 – Dichloroethane (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from industrial chemical factories
1,1 – Dichloroethylene (ppb)	1/7/19	N	ND	N/A		7	7	Discharge from industrial chemical factories
cis-1,2-Dichloroethylene (ppb)	1/7/19	N	ND	N/A		70	70	Discharge from industrial chemical factories
trans-1,2-Dichloroethylene (ppb)	1/7/19	N	ND	N/A		100	100	Discharge from industrial chemical factories
Dichloromethane (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from pharmaceutical and chemical factories
1,2-Dichloropropane (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from industrial chemical factories
Ethylbenzene (ppb)	1/7/19	N	ND	N/A		700	700	Discharge from petroleum refineries
Styrene (ppb)	1/7/19	N	ND	N/A		100	100	Discharge from rubber and plastic factories; leaching from landfills
Tetrachloroethylene (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from factories and dry cleaners
1,2,4 –Trichlorobenzene (ppb)	1/7/19	N	ND	N/A		70	70	Discharge from textile-finishing factories
1,1,1 – Trichloroethane (ppb)	1/7/19	N	ND	N/A		200	200	Discharge from metal degreasing sites and other factories
1,1,2 –Trichloroethane (ppb)	1/7/19	N	ND	N/A		3	5	Discharge from industrial chemical factories
Trichloroethylene (ppb)	1/7/19	N	ND	N/A		0	5	Discharge from metal degreasing sites and other factories
Toluene (ppm)	1/7/19	N	ND	N/A		1	1	Discharge from petroleum factories
Vinyl Chloride (ppb)	1/7/19	N	ND	N/A		0	2	Leaching from PVC piping; discharge from plastics factories
Xylenes (Total) (ppm)	1/7/19	N	ND	N/A		10	10	Discharge from petroleum factories; discharge from chemical factories

Asbestos Contaminant

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	Range		MCLG	MCL	Likely Source of Contamination
				Low	High			
Total Asbestos (MFL)	5-31-11	N	ND	N/A		7	7	Decay of asbestos cement water mains; erosion of natural deposits

Lead and Copper Contaminants

Contaminant (units)	Sample Date	Your Water	# of sites found above the AL	MCLG	AL	Likely Source of Contamination
Copper (ppm) (90 th percentile)	June 2018	.308	0	1.3	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits
Lead (ppb) (90 th percentile)	June 2018	0	0	0	AL=15	Corrosion of household plumbing systems, erosion of natural deposits

Radioactive Contaminants

Contaminant (units)	Sample Date	MCL Violation Y/N	Your Water	MCLG	MCL	Likely Source of Contamination
Alpha emitters (pCi/L)	4/18/12	N	ND	0	15	Erosion of natural deposits
Uranium (pCi/L)	4/18/12	N	ND	0	20.1	Erosion of natural deposits

Total Organic Carbon (TOC)

Contaminant (units)	TT Violation Y/N	Your Water (RAA Removal Ratio)	Range Monthly Removal Ratio Low - High	MCLG	TT	Likely Source of Contamination	Compliance Method (Step 1 or ACC#)
Total Organic Carbon (removal ratio) (TOC)-TREATED	N	2.86	1- 2.86	N/A	TT	Naturally present in the environment	ACC2

Disinfectants and Disinfection Byproducts Contaminants

Contaminant (units) Locations	MCL/ MRDL Violation Y/N	Your Water LRAA (Stage 2)	Range Low High	MCLG	MCL	Likely Source of Contamination
TTHM (ppb) Site 1	N	30	24-34	N/A	80	By-product of drinking water chlorination
TTHM (ppb) Site 2	N	23	18-33	N/A	80	
TTHM (ppb) Site 3	N	34	20-50	N/A	80	
TTHM (ppb) Site 4	N	39	24-54	N/A	80	
HAA5 (ppb) Site 1	N	25	14-30	N/A	60	
HAA5 (ppb) Site 2	N	25	14-30	N/A	60	
HAA5 (ppb) Site 3	N	25	15-37	N/A	60	
HAA5 (ppb) Site 4	N	25	17-36	N/A	60	

Other Miscellaneous Water Characteristics Contaminants

Contaminant (units)	Sample Date	Your Water	Range Low/High	SMCL
Sodium (ppm)	1/7/19	7.9	N/A	N/A
Sulfate (ppm)	1/7/19	< 5 mg/l	N/A	250 mg/L
pH	1/7/19	7.3	N/A	6.5 to 8.5

Cryptosporidium

Our system has concluded our testing for *Cryptosporidium* as required by the USEPA. Testing began in October 2016 and ran through September 2018. Samples were taken monthly and transported to Charlotte for testing. **There were no detectable *Cryptosporidium* found in any of the 24 samples submitted.**

CITY OF NEWTON REQUEST FOR COUNCIL ACTION

DATE: February 10, 2020

TO: E. Todd Clark, City Manager

FROM: Shannon Johnson, Main Street Program Manager

CONSIDERATION OF: Street Closure

Approved for Council Consideration



Background:

The Downtown Newton Development Association is requesting street closure for a concert and movie entertainment series this Spring and Summer. The concert dates are April 4th, May 2nd, and September 5th and will be held from 6:00pm-9:00pm. The movie dates will be June 6th and August 1st and will begin at 9pm. Shannon Johnson, Main Street Coordinator, Newton has requested that the following streets close:

Saturday, April 4th, May 2nd, and September 5th - Main Ave. between 1st Street and A Street along with 1st Ave. between College Ave. and Main Ave.

The closure on these days will be 3pm – 11pm.

Saturday, June 6th and August 1st - Main Ave. between 1st Street and A Street along with 1st Ave. between College Ave. and Main Ave.

The closure on these days will be 6pm – Midnight

If approved by City Council, staff will assist with filing the request on behalf of Shannon Johnson for the Downtown Newton Development Association for the street closure with the N.C.D.O.T. for the closure of this street per the attached map.

Requested Action:

That City Council decides whether to authorize the closure of the streets as requested by Downtown Newton Development Association events, Saturday, April 4th, May 2nd, and September 5th from 3pm – 11pm and Saturday, June 6th and August 1st from 6pm – midnight.

Spring/Summer entertainment 2020
April 4th, May 2nd, June 6th, Aug 1, Sept 5



Downtown Newton, NC

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

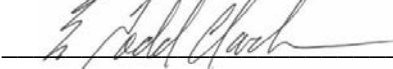
DATE: January 29, 2020

TO: E. Todd Clark, City Manager

FROM: Doug Wesson

CONSIDERATION OF: Spectrum Communication Pole Attachment Rental Fee

Approved for Council Consideration



Background:

The City of Newton signed a one year pole attachment agreement, and then year to year agreement afterwards, for a total of a five year pole rental agreement with Spectrum. The agreement rental rate is up for renewal at end of December 31 each year unless either party gives 60 day notice to terminate the agreement. Renewal of the proposed rates will continue to allow the cable company to attach lines and equipment to City of Newton electric utility poles. The agreement specifies the conditions that must be adhered to and sets the rental rate for five year term that must be paid by Spectrum to Newton. In addition, these proposed rates are equal to other parties with signed agreements that are attached to City of Newton electric poles.

Below is a summary of the new rental rates set by the existing agreement:

Current Rate:	\$ 19.50 per attachment
Proposed New Rate for 2021	\$ 19.50 per attachment
Proposed New Rate for 2022	\$ 19.50 per attachment
Proposed New Rate for 2023	\$ 19.50 per attachment
Proposed New Rate for 2024	\$ 19.50 per attachment
Proposed New Rate for 2025	\$ 19.50 per attachment

Rental rates beyond FY- 2025 shall be subject to renegotiation

Action Suggested:

Approve new pole attachment rates with Spectrum.

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

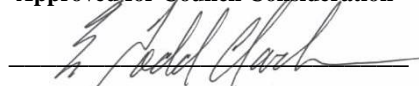
DATE: January 29, 2020

TO: E. Todd Clark, City Manager

FROM: Doug Wesson

CONSIDERATION OF: Conterra Pole Attachment Rental Fee

Approved for Council Consideration



Background:

The City of Newton signed a one year pole attachment agreement, and then year to year agreement afterwards, for a total of a five year pole rental agreement with Conterra LLC. The agreement rental rate is up for renewal at end of December 31 each year unless either party gives 60 day notice to terminate the agreement. Renewal of the proposed rates will continue to allow the cable company to attach lines and equipment to City of Newton electric utility poles. The agreement specifies the conditions that must be adhered to and sets the rental rate for five year term that must be paid by Conterra to Newton. In addition, these proposed rates are equal to other parties with signed agreements that are attached to City of Newton electric poles.

Below is a summary of the new rental rates set by the existing agreement:

Current Rate:	\$ 19.50 per attachment
Proposed New Rate for 2020	\$ 19.50 per attachment
Proposed New Rate for 2021	\$ 19.50 per attachment
Proposed New Rate for 2022	\$ 19.50 per attachment
Proposed New Rate for 2023	\$ 19.50 per attachment
Proposed New Rate for 2024	\$ 19.50 per attachment

Rental rates beyond FY- 2024 shall be subject to renegotiation

Action Suggested: Approve new pole attachment rates with Conterra Communications.

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

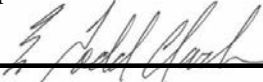
DATE: February 11, 2020

TO: Mayor Edward Haupt and Newton City Council

FROM: Todd Clark, City Manager

CONSIDERATION OF: Consideration to Waive Tap Fees for NC HWY 16 Water Line Extension

Approved for Council Consideration



Background:

This Request for Council Action has been prepared utilizing the ability of Council to waive tapping fees as listed in the Schedule of Fees and Charges, to encourage potential new customers to connect to the future water line on NC Hwy 16.

The amendment to the Schedule of Fees and Charges has the following paragraph that allows the City Council to waive tap fees as set forth in the following paragraph:

“The City Council may on a case by case basis waive tap fees for the standard 3/4” water tap or standard 4” sewer tap for connections to newly installed water or sewer mains. The tapping fee will only be waived during the first 90 days after the date the water or sewer main is placed into service. The City will not waive or provide a credit for any tap fee other than the standard 3/4” for water or 4” for sewer. The cost for meter and transmitter fees will not be waived and will still be due and payable by the customer.”

Due to the location of the water line, and it’s installation in conjunction with the widened NC Hwy 16 road, staff is requesting that residents respond to a letter (attached) stating their intent to connect to the water line prior to commencement of construction. The letter will be mailed to all addresses along the water line with a building currently established. This will prevent construction conflicts with the widening of the NCDOT road during installation.

The City Council is asked to consider waiving the tap fee as set forth above for the water line construction project on NC Hwy 16. The current tap fee of \$1,590 per ¾” connection is what staff proposes to waive. The cost for each individual meter and transmitter associated with the project is currently \$260 and is not recommend to be waived.

Staff is also requesting residents to contact the City if they desire a 1” or 2” connection. No fee waiver is being offered for those sizes, as per the paragraph listed in the Schedule of Fees and Charges. Knowledge of intent to connect with a larger tap sizes in needed in order to schedule the work to prevent construction conflicts.

Action Suggested:

The recommendation is for City Council to consider waving the ¾” tap fee of \$1,590 until March 18th, 2020 for the water line to be installed along NC Hwy 16.

February 19th, 2020

City of Newton
P.O. Box 550
Newton, NC 28658

RE: Water Service on N.C. Highway 16

Dear Property Owner:

The City of Newton, in partnership with Catawba County and North Carolina Department of Transportation (NCDOT), is constructing a new water main to serve your area. We are working with NCDOT to add water service lines so customers in your area can connect after the water main is constructed. The City of Newton and Catawba County are reaching out to see if you wish to connect while construction is in progress.

If you choose to connect to the new water main, you must send a letter to the City of Newton postmarked no later than March 18th, 2020, in order to receive the special financial incentives offered by the City of Newton and Catawba County detailed below.

If you choose to connect to the new water main, you must complete the following steps in order:

1. Send a letter to the City of Newton postmarked by March 18th, 2020, indicating that you wish to connect. The letter should be sent to *City of Newton, Attn: Dennis Falder, P.O. Box 550, Newton, NC 28658*. The letter must include the following:
 - ◆ Your name
 - ◆ Your address
 - ◆ Size of water connection desired. You may choose water connection sizes of 5/8 inch, 1 inch, or 2 inches.
2. Visit the Catawba County Government Center, located at 25 Government Drive in Newton, to pay Catawba County's water System Development Fee. The current fees are \$1,250 for a one-inch or smaller connection and \$2,250 for a 2-inch connection, but the fees will be reduced to \$625 and \$1,125, respectively, for customers who indicate they wish to connect by February 28, 2020.

3. Visit Newton City Hall, located at 411 North Main Avenue in Newton, to establish service. To establish service, you must do the following:
 - ❖ For renters, provide your rental or lease agreement (name for lease holder must match applicant applying for service).
 - ❖ For homeowners, provide proof of ownership (closing statement, offer to purchase, deed of trust, etc.). For homeowners whose proof of ownership has been updated on the Catawba County Register of Deeds website, city staff can determine proof of ownership without any supporting documents.
 - ❖ Provide your Social Security card (for businesses, provide tax identification number).
 - ❖ Provide your driver's license or state-issued identification card.
 - ❖ Provide your receipt for payment of the Catawba County water System Development Fee.
 - ❖ Pay for your new meter and transmitter: \$260 for a 5/8-inch line, \$2,100 for a 1-inch line, or \$6,887 for a 2-inch line.

Note: The regular City of Newton ¾" tapping fee of \$1,590 will be waived for customers who choose to indicate they wish to connect by March 18th, 2020. Customers who choose to connect after March 18th, 2020, will be required to pay the tapping fee established by Newton City Council at the time of connection.
4. After the water main is installed and activated on N.C. Highway 16, arrange to have plumbing installed from your residence to your new water meter. Whether you complete the plumbing yourself or hire a licensed plumber, the connecting line must be inspected by a building inspector to ensure adherence to North Carolina building codes. A \$25 plumbing permit is required and can be obtained at the Catawba County Government Center. If you hire a licensed plumber to perform the work, please ensure the plumbing permit is included in the service.

If you choose not to connect to the new water line while it is under construction, you do not need to respond. Please be aware that after construction it can take up to four months to obtain the required approval from NCDOT and an additional two months to schedule a contractor to make the connection.

Should you have any questions, please contact City of Newton Assistant Public Works and Utilities Director Dennis Falder at 828-695-4298 or dfalder@newtonnc.gov. If you have any questions for Catawba County, please call the Catawba County Utilities and Engineering Office at 828-465-8261.

Sincerely,

City of Newton and Catawba County



February 12, 2020

Mr Kenyon Kelly, President
Catawba Valley Heritage
Alliance PO Box 1327
Newton, NC 28658

Mr Kelly,

The City of Newton supports the Catawba Valley Heritage Alliance in its application to the North Carolina Division of Water Resources requesting a reclassification of water supply designation for the Jacob Fork River.

The increase from WS-111 to WS-11 would provide greater protection for the scenic and economic value of the river and would benefit residents whose drinking water supply is served from that river.

Sincerely,

Eddie Haupt, Mayor
City of Newton

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

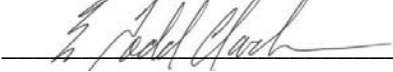
DATE: February 11, 2020

TO: Todd Clark, City Manager

FROM: Dusty Wentz, Director of PWU

CONSIDERATION OF: Budget Ordinance Amendment for Increased Fees and Budget Overruns at the Municipal Recycling Facility (MRF)

Approved for Council Consideration



Background:

The Municipal Recycling Facility (MRF) is where all of the recyclable material collected by the City Sanitation Division is disposed. City Council approved the Fiscal Year 2020 budget with \$15,000 included for fees at the MRF. At that time, the cost to the city to dispose of material at the MRF was \$35 per ton, or \$1,250 per month in MRF fees. The City spent \$11,793.07 in FY 2019 on MRF Fees.

On September 10th, 2019, the City received a letter from Republic Services informing Staff that the ton rate for material would increase to \$125/ton effective October 1st, 2019. Staff elected to try to manage the increased costs through the existing budget and reduction of the recyclable material disposed of at the MRF.

Since the increase started, the City has spent an average of \$3,666.67 per month. If the current trend continues, staff estimates that the City will spend another \$22,000 this fiscal year in MRF fees. There is currently \$3,428.60 remaining in the line item budget for MRF fees. Staff is requesting a budget ordinance amendment in the amount of \$18,600 to pay for MRF fees for the rest of the fiscal year.

Action Suggested:

The staff recommends that City Council approve the attached budget ordinance amendment in the amount of \$18,600 to pay for Municipal Recycling Facility Fees for the remainder of FY 2020.



2875 Lowery Street, Winston-Salem, NC 27101
o 336-251-3569 f 336-724-7018 republicservices.com

September 10, 2019

Town of Newton, NC
Attn: Sean Hovis

Sean,

Thank you for your partnership with Republic Services for Recycle Processing services for the Town of Newton. Republic Services is proud to be an industry leader of recycling and solid waste collection ensuring we have simple to use, environmentally responsible options for the communities we service. Republic Services is pleased to offer the following service:

We thank the Town of Newton for the many years of partnership as the Town's recycling processor and we look forward to working together for many years to come.

Changes in the recycling industry over the last 2 years, as a result of the China Sword policy, has caused commodity values to drop significantly. This has created a dynamic shift in the business model of recycling. These factors have made the current structure unsustainable and needing to be addressed. Some commodities, like mixed paper, have a zero dollar or negative value depending on demand. Just 24 months ago mixed paper had a value near \$100 per ton. Light weighting of some materials has resulted in nearly double the volume to equal a ton of material and tonnage continues to increase despite the light weighting.

The value of recycled commodities no longer covers the cost of processing, coupled with commodity buyers demanding reductions in the level of contamination has created increased processing costs. Unfortunately, we now must offset those cost factors by adjusting the processing fee.

We understand any increases in expenses are difficult and untimely, but we are committed to providing the best value for services and how to reduce the likelihood of large increases in the future.

Currently, the residential recycling processing rate for Newton is \$35.00 per ton. Republic Services has been delaying further increases in hopes that commodity markets would stabilize. This has not happened, in fact, commodity prices are near historic lows. Therefore, we are notifying the Town of Newton that the new per ton rate effective October 1, 2019 will increase to \$125.00 per ton without a processing agreement in place.

Republic Services wants to continue our partnership and find a reasonable sharing of the risks and rewards dealing with the value of commodities. We have attached confidential

scenarios regarding processing based on the share of credit to the city on residential recyclables.

We have attached a draft processing agreement if the city wishes to enter into a processing contract and/or further discuss the residential recycling.

Please contact me to discuss further or answer any questions.

Single Stream Recycle Processing Service:

- Republic Services will process single stream recyclables (SSR) collected by Town of Newton and delivered to Republic Services Conover, NC Materials Recycling Facility (MRF).
- **Processing Rate is \$125.00 per ton** received at Republic Services MRF. **Republic Services will credit 35% of the Average Commodity Value (ACV)**, less residual costs, to Newton. If ACV surpasses the Processing Rate, Republic Services will rebate 50% of the ACV in excess of the Processing Rate.
- Based on negotiation of mutually agreeable terms and conditions of a Processing Agreement.
- Based on a 3-year term or more with annual rate adjustments based on Consumer Price Index –CPI – Water, Sewer and Trash rolling 12-month average or flat 3.5%.
- Quote for service is valid for 90 days
- We'll Handle it From Here.

If you have any question or would like to discuss further, please do not hesitate to contact me. I have attached a list of acceptable materials, sample agreement with Newton's ACV and residual percentage would be evaluated on the agreement anniversary to adjust the ACV and residual percentages and commodity values.

Regards,

Tony Krasienko

Municipal Sales Manager

e akrasienko@republicservices.com

c 336-251-3569

ORDINANCE

AN ORDINANCE TO AMEND REVENUES AND EXPENDITURES FOR FISCAL YEAR 2019-2020 FOR THE CITY OF NEWTON

WHEREAS, the City Council of the City of Newton have adopted a Budget Ordinance for fiscal year beginning July 1, 2019, and ending June 30, 2020, in accordance with the General Statutes of the State of North Carolina, and

WHEREAS, the City Council desires to appropriate funds to provide for higher recycling fees being charged to the City effective October 1, 2019;

WHEREAS, the City Council desires to approve utilization of fund balance and to approve the related expenditure appropriation within the operating budget; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, NORTH CAROLINA, THAT:

THE FOLLOWING SOURCE OF REVENUE AND APPROPRIATION ARE HEREBY APPROVED.

General Fund Revenues

Fund Balance Appropriation	11-0000.3990	\$18,600
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General Fund Appropriations

Municipal Recycling Fees	11-4254.7931	\$18,600
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Adopted this 18th day of February, 2020

Eddie Haupt, Mayor

Amy S. Falowski, City Clerk



CITY OF NEWTON REQUEST FOR COUNCIL ACTION

DATE: February 13, 2020

TO: Todd Clark, City Manager

FROM: Dusty Wentz, PWU Director

CONSIDERATION OF: Acceptance of Construction Contract for the Water Treatment Filter Rehabilitation and for Capital Project and Budget Ordinance Amendment

Approved for Council Consideration



Background:

In October of 2018, lab analysis indicated that the filter media for all the primary filters at the Water Treatment Plant were significantly underperforming. Underperforming filters result in a significant increase in the amount of chemicals the plant must use to produce drinking water of high quality.

On February 14, 2019, Council approved moving forward with an engineering contract with The Wooten Company in the amount of \$106,600. The Wooten Company was contracted to evaluate all four filters, design to current standards, permitting, bidding, and construction administration. In January 13, 2020, City staff along with The Wooten Company solicited bids to contractors.

Bid opening was Thursday, February 6, 2020. Staff did receive five bids.

Utility Contractor	Base Bid	Base Bid with \$35,000 Allowance	Alternate #1	Recommended Bid Total
Haren Construction Company, Inc.	\$898,000	\$933,000	\$80,000	\$933,000
Harper General Contractors	\$860,000	\$895,000	\$102,000	\$895,500
James E Harris Construction	\$832,000	\$867,000	\$120,000	\$867,000
J.S. Haren Company	\$1,012,000	\$1,047,000	\$105,000	\$1,047,000
Roberts Filter Holding Company	NO BID			

City Staff and The Wooten Company have reviewed the bids and determined that James E. Harris Construction is the lowest qualified and most responsive bidder for performing all the work at an amount of \$867,000. Furthermore, Staff and The Wooten Company recommend that a 10% contingency (\$86,700.) be allocated for the construction project. The base bid with allowance and the 10% contingency will bring this construction cost to a total of \$953,700. (See attached engineer recommendation.)

The current FY2020 operating budget has allotted \$457,100 for the rehabilitation all four filters at the water treatment plant, resulting in a budget shortfall of \$496,600.

Since the project will involve construction and may extend from one fiscal year to another, the budgeted funds need to be transferred from the FY2020 operating budget to a Capital Project Fund so funds may be allocated for the life of the project. The total cost of the project, including both construction and engineering is \$1,059,700.

Action Suggested:

Staff requests Council award the WTP Filter Rebuild Contract to James E. Harris in the amount of \$867,000, and approve the attached Capital Project and Budget Ordinance Amendment.

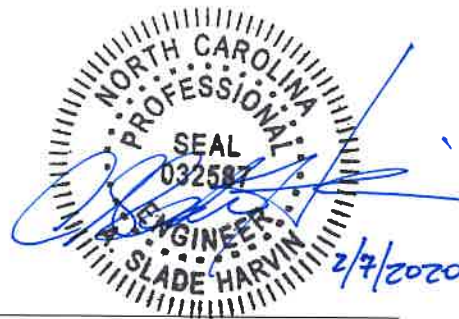
BID TABULATION
WATER TREATMENT PLANT FILTER REHABILITATION
CITY OF NEWTON, NORTH CAROLINA
TWC Job #: 3095-BA



BID DATE/TIME: February 6, 2020 @ 2:00PM

CONTRACTORS	LICENSE NO.	CLASS	BID BOND	ADD. 1	BASE BID	TOTAL BASE BID Including \$35,000 Allowance	ALT. NO.1	REMARKS
Haren Construction Company, Inc. 1715 Highway 411 North Etowah, TN 37331	7770	UL:UC	√	√	\$898,000	\$933,000	\$80,000	
Harper General Contractors 312 East Coffee Street Greenville, SC 29601	3146	UL:B PU	√	√	\$860,000	\$895,000	\$102,000	
James E. Harris Construction 100 Parr Drive Huntersville, NC 28078	6794	UL:B/H PU	√	√	\$832,000	\$867,000	\$120,000	Low Bidder
J.S. Haren Company 1175 Highway 11 N Athens, TN 37303	29925	UL:B PU	√	√	\$1,012,000	\$1,047,000	\$105,000	
Roberts Filter Holding Company 214 North Jackson Street Media, PA 19063	1099	UL:PU						NO BID

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 6th day of February, 2020, in the Purchasing Department at 201 West 4th Street, Newton, N.C. 28658, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.



A. Slade Harvin, P.E.

THE WOOTEN COMPANY
 1430B Old Lenoir Road
 Hickory, NC 28601
 License No. F-0115



February 7, 2020

Mr. Todd Clark, City Manager
City of Newton
401 N. Main Avenue
Newton, NC 28658

Ref: Receipt of Bids
Water Treatment Plant Filter Rehabilitation Project
Newton, NC
TWC Job #: 3095-BA

Dear Mr. Clark:

Formal construction bids for the above-referenced project were received on Thursday, February 6, 2020. Four (4) bids and one (1) No Bid were submitted as shown on the attached Bid Tabulation Sheet.

The lowest responsive, responsible bidder was James E. Harris Construction, for performing all the work at an amount of \$867,000. An alternate was also bid for removing two (2) filters from the project as a deduct of \$120,000. If the City's budget is sufficient for the proposed work, we recommend award of the entire project with a 10% contingency, for a total amount of \$953,700. If the budget is not sufficient for the entire project, it is recommended that the project not be awarded and that the City reject all bids.

If you have any questions or need additional information, please don't hesitate to contact me at 828-322-5533.

Sincerely,

THE WOOTEN COMPANY



A. Slade Harvin, PE

ASH/lpb

Pc: Charles Davis, TWC-Raleigh

Encl: Certified Bid Tab

1430 B Old Lenoir Road NW
Hickory, NC 28601

828.322.5533
fax 828.322.5242

ORDINANCE
AN ORDINANCE TO ESTABLISH A CAPITAL PROJECT FUND AND TO AMEND
REVENUES AND EXPENDITURES FOR
FISCAL YEAR 2019-2020 FOR THE CITY OF NEWTON

WHEREAS, the City Council of the City of Newton have adopted a Budget Ordinance for fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the General Statutes of the State of North Carolina; and

WHEREAS, the City of Newton establishes capital project ordinances for projects that involve construction activities and for projects whose duration may extend from one fiscal year to another, and moves any budgeted funds from the operating budget into the Capital Projects Fund, and,

WHEREAS, the City has identified as a Capital Project the Water Treatment Plant Filter Rehabilitation Project, and,

WHEREAS, the City Council desires to appropriate fund balance for the \$496,600 additional funds needed for the Water Treatment Plant Filter Rehabilitation Project to provide for the higher than budgeted cost, and to authorize the related expenditure appropriation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, NORTH CAROLINA, THAT:

THE FOLLOWING SOURCE OF REVENUE AND APPROPRIATION ARE HEREBY APPROVED.

Water & Wastewater Fund

Revenues

Fund Equity Appropriation	61-0000.3995	\$496,600
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Appropriations

Capital Outlay – Bldg & Improvements	61-7130.8800	(\$563,100)
Transfer to Water & Wastewater Capital Proj Fund	61-9100.9947	\$1,059,700

Water & Wastewater Capital Projects Fund

Revenues

Transfer From Water & Wastewater Fund	47-7130.3961	\$1,059,700
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Appropriations

WTP Filter Rehabilitation	47-7130.5940	\$1,059,700
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Adopted this 18th day of February, 2020

Eddie Haupt, Mayor

Amy S. Falowski, City Clerk



CITY OF NEWTON REQUEST FOR COUNCIL ACTION


DATE: February 10, 2020

TO: E. Todd Clark, City Manager

FROM: Vidal A. Sipe, Chief of Police

CONSIDERATION OF: Budget Amendment Ordinance to recognize revenue and authorize expenditure for Capital Purchase in FY 2019-2020 Budget.

Approved for Council Consideration



Background:

On August 18, 2018, the police department had a frontline patrol vehicle (2014 Chevy Tahoe) totaled when it was struck by another vehicle at the intersection of Southwest Blvd and NC Hwy 10 West. On February 28, 2019, the police department had another frontline patrol vehicle (2013 Chevy Caprice) totaled when it struck another vehicle at the intersection of N. Main Ave. and 20th St. Glatfelter Claims Management Inc., insurance carrier for the City of Newton has declared both of the above mentioned vehicles as a total loss. Glatfelter has compensated the City of Newton \$28,520.56 for the 2014 Chevy Tahoe and \$9,856.00 for the 2013 Chevy Caprice for a total of \$38,376.56.

Therefore, this Budget Amendment is to recognize \$38,376.56 in revenue from Glatfelter Claims Management Inc., and to authorize expenditure using the insurance claims revenue and an additional \$17,105.82 from the FY 2020 Fund Balance for the purchase of emergency equipment and up fit of one (1) patrol vehicle. Total requested amount is \$55,482.38.

Summary:

Recognize revenue from several insurance claim settlements to be used with the FY 2020 Fund Balance to purchase and up fit one (1) patrol vehicle which has been declared a total loss.

Requested Action:

City Council to adopt the attached Budget Ordinance Amendment and authorize the Newton Police Department to purchase one (1) replacement patrol vehicle and equipment to include installation and complete up fitting using insurance claim proceeds and FY 2020 Fund Balance.



GLOBAL Public Safety, LLC
 7020 Dorsey Rd Ste C, Hanover MD 21076
 130 Old Airport Rd, Roebuck SC 29376
 2780 Commerce Dr Ste 300, Middletown PA 17057
 5 Executive Dr, Hudson NH 03051
 1000-1010 Main St, Holyoke, MA 01040
 4105 34th St. Ste B, Orlando, FL 32811
 3161 Fairlane Farms Rd Ste 7, Wellington, FL 33414
 115 Carpet Rd, Statesville, NC 28625

QUOTE

Number **BAUQ26493-E**

Date **Feb 11, 2020**

VALID THRU: **3/9/2020**

Quote For	Ship To	Your Account Manager
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NEWTON POLICE DEPARTMENT (NC)
 MARK BEAL
 PO BOX 550
 NEWTON, NC 28658
 UNITED STATES

GLOBAL PUBLIC SAFETY - ROEBUCK
 Roebuck Install Shop
 130 OLD AIRPORT RD
 ROEBUCK, SC 29376
 UNITED STATES

Katie Stewart
 828-214-0208
 katie.stewart@globalpublicsafety.us

Here is the quote you requested.

Phone 828 695 4263
 Fax
 Email mbeal@newtonnc.gov

Phone 18645879821
 Fax
 Email

Bill to: Newton Police Department (NC) mbeal@newtonnc.gov

Terms	P.O. Number	Ship Via	Contract Reference
NET 30	PLEASE ADD	PLEASE ADD	

Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	PIU	2020			

Line	Qty	Description	Unit Price	Ext. Price
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LIGHTING:

1	1	NEW ITEM SOUND OFF SIGNAL ENFWB002HU - NFORCE® 8 MODULE INTERIOR WINDSHIELD LIGHTBAR, SPLIT 2 PIECE SHROUD, 12 LEDS- DUAL COLOR - BLUE/WHITE	\$837.33	\$837.33 y
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FORD EXPLORER/PI UTILITY (2011-19) SPLIT FRONT (DRV) |D12||D12||D12||D12||D12||D12||D12||D12| (PAS) |B_W||B_W||B_W||B_W||B_W||B_W||B_W||B_W| ACCESSORIES: PNFLBHNDT2 DSC W/ BREAKOUT BOX (INCLUDED)

WITH TAKE DOWNS AND FULL FLOOD OPTION

2	2	ELUC3H010E SOUND OFF SIGNAL UNIVERSAL UNDERCOVER SCREW-IN LED INSERT SINGLE LIGHT KIT, 9-32 VDC W/ 10' 5-WIRE HARNESS: INCLUDES INSERT, LENS #1 (EXTREME ANGLE) & INLINE FLASHER - DUAL COLOR BLUE/WHITE	\$65.70	\$131.40 y
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MOUNTED IN CUT OUT IN HEADLIGHT

3	2	PLUCTCL1 SOUND OFF SIGNAL REPLACEMENT COLLAR KIT, INCLUDES 1 COLLAR, 2 GASKETS & SCREWS FOR THE TWIST-IN UNDERCOVER	\$2.47	\$4.94 y
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FOR HEADLIGHT CUT OUT

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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FORD PIU 2020

Line	Qty	Description	Unit Price	Ext. Price
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4	2	EMPS1STS3E SOUND OFF SIGNAL MPOWER® 3IN. STUD MOUNT FASCIA LIGHT FOR FORD GRILLE MOUNT APPLICATION, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 8 LED, DUAL COLOR - BLUE/WHITE 2) TO BE MOUNTED IN THE GRILLE	\$86.45	\$172.90 y
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5	2	EMPS2STS3B SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 8 LED, SINGLE COLOR - BLUE 2) TO BE MOUNTED IN THE SIDE CARGO WINDOWS	\$90.48	\$180.96 y
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6	2	PMP2BKDGAJ SOUND OFF SIGNAL 90 DEGREE DECK/GRILLE ADJUSTABLE BRACKET KIT FOR MPOWER® 4IN. FASCIA LIGHT W/ STUD MOUNT - BLACK TO MOUNT LIGHTS IN THE SIDE CARGO WINDOWS	\$6.24	\$12.48 y
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7	2	NEW ITEM SOUND OFF SIGNAL ENL160E - NLINE SURFACE MOUNT LIGHT - 60 INCHES BLUE/WHITE MOUNTED ON RUNNING BOARD AREA	\$332.46	\$664.92 y
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8	2	ENT2B3E SOUND OFF SIGNAL INTERSECTOR UNDER MIRROR/SURFACE MOUNT LIGHT, 9-32 VDC, W/ 4-WEDGES, MOUNTING GASKET & HARDWARE, 18 LEDS, DUAL COLOR - BLUE/WHITE WHITE TO COME ON WITH SIDE WORK LIGHTS	\$149.24	\$298.48 y
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9	1	PNT1CRV05 SOUND OFF SIGNAL CURVED SURFACE ADAPTORS FOR INTERSECTOR - 1-DRIVER & 1-PASSENGER W/ MOUNTING HARDWARE - FORD EXPLORER/PI UTILITY 2013-2017	\$6.24	\$6.24 y
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10	1	NEW ITEM SOUND OFF SIGNAL EMPAK002HV - FORD EXPLORER/PI UTILITY 2020 8 MOD SPLIT REAR (DRV) D12 D12 D12 D12 D12 D12 D12 D12 (PAS) B_A B_A B_A B_A X X B_A B_A B_A B_A ACCESSORIES: PNFLBSPLT1 DSC W/ BREAKOUT BOX (INCLUDED) BLUE/AMBER WITH ARROWSTICK FOR REAR SPOILER	\$1,033.94	\$1,033.94 y
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CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	PIU	2020			

Line	Qty	Description	Unit Price	Ext. Price
11	4	EMPS2QMS4E SOUND OFF SIGNAL MPOWER® 4IN. FASCIA LIGHT W/ QUICK MOUNT, 18IN. HARD WIRE W/ SYNC OPTION, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 12 LED, DUAL COLOR - BLUE/WHITE 2 MOUNTED IN BOTTOM OF THE LIFT GATE (2) 1 HORIZONTAL ON EACH SIDE OF TAG (2) WHITE TO WORK WITH REVERSE LIGHTS	\$96.72	\$386.88 y
12	1	ETTFUT-16 SOUND OFF SIGNAL FLASHBACK PLUG-IN ALTERNATING TAILLIGHT FLASHER, SOLID STATE - 2.4 F.P.S. FOR FORD UTILITY 2016-2017	\$69.16	\$69.16 y
SIREN & SPEAKER:				
13	1	ETSA481CSP SOUND OFF SIGNAL NERGY® 400 SERIES MULTI-FUNCTION SIREN W/ BUTTON CONTROL, 10-16V - FOR ONE 100 WATT SPEAKER	\$339.56	\$339.56 y
14	1	ETSS100N SOUND OFF SIGNAL 100N SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRACKET - 100 WATT	\$150.80	\$150.80 y
15	1	ETSS100CBKFV-BP SOUND OFF SIGNAL 100C/100L/100N SERIES SPEAKER BRACKET (ONLY - NO DRILL) FOR THE FORD PI UTILITY 2016 - 2020, BUMPER MOUNT	\$18.72	\$18.72 y
CONSOLE:				
16	1	7170-0734-02 GAMBER JOHNSON KIT - 2020+ FORD UTILITY CONSOLE BOX WITH CUP HOLDER AND PRINTER ARMREST	\$644.78	\$644.78 y
17	1	7160-0220 GAMBER JOHNSON MONGOOSE 9" LOCKING SLIDE ARM WITH 360 DEGREE CLEVIS MOTION ATTACHMENT	\$249.60	\$249.60 y
18	1	425-6164 JOTTO DESK FP ASSY, 2" BLANK W/ 2.1A USB X2 & 12V OUTLETS X2	\$65.98	\$65.98 y
19	1	14.0553 ABLE 2 3 ACCESSORY OUTLET BOX	\$35.48	\$35.48 y

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
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FORD PIU 2020

Line	Qty	Description	Unit Price	Ext. Price'
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CAGE, GUN LOCK & WINDOW BARS:

20	1	475-0063 SPACE CREATOR PARTITION WITH HS/HV WINDOW 2020 FORD UTILITY	JOTTO DESK \$723.45	\$723.45 y
21	1	GK0068E SETINA, S T-RAIL BLAC-RAC 1082E, VEHICLE: 2020 FORD PIU	SETINA \$648.70	\$648.70 y
22	1	RWG47UINT20A SET OF THREE (REAR CARGO AND REAR SIDE) WINDOW GUARDS, 11 GUAGE STEEL, GRID PATTERN, BLACK, FORD UTILITY INTERCEPTOR 2020*,	PRO-GARD PRODUCTS \$298.74	\$298.74 y

REAR BOX:

23	1	ICB40-401 ICB40-401	CTECH \$1,543.10	\$1,543.10 y
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ALUMINUM CUSTOM CARGO BOX
 PER CTECH SPECIFICATION
 FINISH : PAINT
 OVERALL DIMENSIONS:
 FORD INTERCEPTOR RAISED FLOOR UNIT
 ALUMINUM CONSTRUCTION
 40" WIDE X 40.5" DEEP X 33.5" TALL
 1 5/16" FLANGE AROUND TOP SHELF
 LINER ON TOP SHELF
 GEAR GUARD WITH DIAMOND CUTOUT
 KEY LOCKS ON BOTH DRAWERS AND DOOR
 250LBS SLIDE RATING IN EACH DRAWER
 SIDE STORAGE BOX
 21" TALL X 5.5" WIDE X 40" DEEP
 TRIGGER LATCH DOOR
 FIXED SHELF WITH LINER
 REMOVABLE CUTOUTS IN BACK PANEL
 INTERCEPTOR DRAWER UNIT
 VENTING IN SIDES AND REAR
 TOP DRAWER 12IN
 BOTTOM DRAWER 7IN
 1 LEFT TO RIGHT FIXED DIVIDER
 BOTTOM, SIDE, AND REAR VENTING
 4IN X 4IN CUTOUT FOR WIRING

****PLEASE REPLACE PLASTIC AFTER INSTALL OF BOX****

CONTINUED NEXT PAGE.....

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FORD PIU 2020

Line	Qty	Description	Unit Price	Ext. Price
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24	1	SHIPPING & HANDLING SHIPPING AND HANDLING CHARGE	CTECH	\$100.00	\$100.00 y
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PTS ITEMS:

25	1	NEW ITEM PRISONER TRANSPORT SYSTEMS PY02- OS BELT SYSTEM WITH METAL SCREEN: THIS SEAT SYSTEM INCLUDES OUR SEAT AND OUR OS BELT SYSTEM. THIS ALSO INCLUDES A BUILT IN REAR CARGO PARTITION WITH A PUNCHED METAL SCREEN.		\$1,074.69	\$1,074.69 y
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26	1	NEW ITEM PRISONER TRANSPORT SYSTEMS PY121- WINDOW GUARDS - METAL (SET) PUNCHED METAL SCREEN THAT MOUNTS ON THE SHEET METAL AROUND THE WINDOW		\$212.51	\$212.51 y
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PRINTER:

27	1	PJ723-VK POCKETJET 7 VEHICLE KIT INCLUDES: PJ723 PRINTER, 14' DC VEHICLE ADAPTER, BATTERY CAVITY MOUNTING BLOCK, 4' USB CABLE, DRIVERS AND CONFIGURATION SOFTWARE, PREMIUM PAPER ROLL AND SPECIAL CONFIGURATION (AUTO POWER ON, NO AUTO SHUT OFF). PRINTER KIT	BROTHER	\$444.60	\$444.60 y
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RADAR:

28	1	NEW ITEM KUSTOM SIGNALS, INC NCGOLDENEAGLEII - NORTH CAROLINA GOLDEN EAGLE II		\$1,673.70	\$1,673.70 y
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*** OPTIONS AVAILABLE: NOT INCLUDED IN TOTAL
CARRYING CASE \$102.00
EAGLE II SERIES VIDEO INTERFACE PORT AND CABLE TO CONNECT W/
KUSTOM VIDEO SYSTEM \$126.00
EAGLE II SERIES SUN SHIELD \$13.00
SPARE SET OF TUNING FORKS \$36.00

29	1	NEW ITEM SEPARATION KIT -	KUSTOM SIGNALS, INC	\$63.00	\$63.00 y
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SEPARATION KIT & PLATES - SEPARATES THE DISPLAY FACE FROM THE
MAIN UNIT
INCLUDES: DUAL KA-BAND DCM ANTENNAS, STOPWATCH/FASTEST
MODE DISABLED, CHOICE OF WIRED REMOTE, MOUNTS, CABLES, 27
MONTH WARRANTY, SHIPPING/HANDLING

CONTINUED NEXT PAGE.....

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Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	PIU	2020			

Line	Qty	Description	Unit Price	Ext. Price
30	1	SHIPPING & HANDLING SHIPPING AND HANDLING CHARGE	KUSTOM SIGNALS, INC \$75.00	\$75.00 y
MISC ITEMS;				
31	1	NEW ITEM PART # TSH-NEWTONPD-001 - SHARKEE ANTENNA - BLACK KIT WILL CONNECT: 1X MOTO VHF (NEED TO CONFIRM FREQ) 2X ARBIT WIFI 1X LTE DOCK TNC (CONFIRM TNC) 1X GPS DOCK TNC (CONFIRM TNC)	ROK BROTHERS \$283.69	\$283.69 y
32	1	MMSU-1 MAGNETIC MIC SINGLE UNIT, 1 SINGLE UNIT CONVERSION KIT INCLUDES: ONE (1) MAGNETIC BASE PIECE, ONE (1) SLOTTED METAL DISC ADAPTER, A SET OF MOUNTING HARDWARE, HEX KEY, INSTALLATION AND SAFETY INSTRUCTIONS	MAGNETIC MIC \$34.95	\$34.95 y
33	1	1252 COAX CABLE	TESSCO \$15.00	\$15.00 y
34	1	485753 PHANTOM ELITE 800 ANTENNA WHITE	TESSCO \$35.00	\$35.00 y
35	1	479W96 2 1/2 LB 1A:10B:C FIRE EXTINGUISHER	GRAINGER \$50.00	\$50.00 y
36	1	75812 STINGER DS LED - 12V DC STEADY CHARGE (NICD) 12X11.5X9.5	SREAMLIGHT \$116.64	\$116.64 y
37	1	CG-X CHRGGRD,UNV,CNTRLMDL,	HAVIS \$69.30	\$69.30 y
38	1	INSTALL SUPPLIES INSTALLATION SUPPLIES	GLOBAL \$150.00	\$150.00 y
39	29	LABOR-INSTALLATION LABOR PER HOUR FOR VEHICLE UPFITTING	GLOBAL \$80.00	\$2,320.00 N

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Make	Model	Year	VIN	Stock / Unit#	Tag#
FORD	PIU	2020			

Line	Qty	Description	Unit Price	Ext. Price
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CUSTOMER SUPPLIED EQUIPMENT:

40	1	CUSTOMER ITEM INSTALL CUSTOMER PROVIDED RADIO APX-6500 REMOTE	CUSTOMER	\$0.00	\$0.00 N
41	1	CUSTOMER ITEM PANASONIC ARBITRATOR HD CAMERA (2) CAMERA SYSTEM 1 FRONT 1 PRISONER AREA	GLOBAL	\$0.00	\$0.00 N

Please contact me if I can be of further assistance.

SubTotal	\$15,236.62
Tax	\$904.16
Shipping	\$0.00
Total	\$16,140.78

Accepted By:

Date:

X _____

Email signed quote or purchase order to sales@globalpublicsafety.us
or fax to 443-557-0201

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Sipe,Vidal

From: Cline,Travis
Sent: Monday, March 11, 2019 4:00 PM
To: Sipe,Vidal
Subject: FW: Chevy Caprice/claim NCPF19030139-03
Attachments: IR110000.pdf

-----Original Message-----

From: Christina F. Plymire [<mailto:cplymire@glatfelters.com>]
Sent: Monday, March 11, 2019 3:41 PM
To: Cline,Travis
Subject: Chevy Caprice/claim NCPF19030139-03

Good Afternoon Capt Cline

The salvage bid just came in. Attached is the CCC (I only sent the 1st page) showing the owner retain value. I received a salvage bid of \$2950.00 which gets deducted along with the fees and the deductible. The owner retain value is \$9856.00 to keep the car. I would still need to apply that to any lien on the car if there is one, you would receive any balance.

If you do choose to owner retain, then we will pay to replace any installed equipment/graphics that were damaged.

Please forward the lienholder information and let me know which option you choose.

Christina Plymire | Total Loss Representative Glatfelter Claims Management, Inc.
P.O. Box 5126 | York, PA 17405
800.233.1957 x 7712 | F: 717.747.7051 | Email

Confidentiality Notice: The information contained in this communication, including all attachments, is legally protected information, confidential or proprietary information, or a trade secret intended solely for the use of the intended recipient. The information may also be subject to legal privilege. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by reply Fax or e-mail stating the communication was "received in error" and delete or destroy all copies of this communication, including all attachments.

CCC ONE MARKET VALUATION REPORT

Prepared for GLATFELTER CLAIMS MANAGEMENT

REPORT SUMMARY

CLAIM INFORMATION

Owner	City Of Newton Newton, NC 28658
Loss Unit	Police 2013 Chevrolet CAPRICE POLICE 8cyl. 6.0l Sedan
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	02/28/2019
Claim Reported	03/06/2019

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by GLATFELTER CLAIMS MANAGEMENT.

INSURANCE INFORMATION

Report Reference Number	92104371
Claim Reference	NCPF19030139-03
Adjuster	Plymire, Christina
Odometer	10,436
Last Updated	03/06/2019 02:56 PM

VALUATION SUMMARY

Base Value	\$ 13,378.00
Adjusted Value	\$ 13,378.00
PLATE TRANSFER FEE	+ \$ 20.00
DMV	+ \$ 52.00
Deductible	- \$ 500.00

Total \$ 12,950.00

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

\$13378 ACV
- \$72 DMV fees
-\$500 Deductible
-\$2950 Salvage retention

\$9856.00 owner

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	5
Valuation Notes.....	7
Supplemental Information.....	8

CCC ONE MARKET VALUATION REPORT

Prepared for GLATFELTER CLAIMS MANAGEMENT

REPORT SUMMARY

CLAIM INFORMATION

Owner	City Of Newton Newton, NC 28658
Loss Unit	Police 2013 Chevrolet CAPRICE POLICE 8cyl. 6.0l Sedan
Loss Unit Type	SPECIALTY VEHICLES
Loss Incident Date	02/28/2019
Claim Reported	03/06/2019

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by GLATFELTER CLAIMS MANAGEMENT.

INSURANCE INFORMATION

Report Reference Number	92104371
Claim Reference	NCPF19030139-03
Adjuster	Plymire, Christina
Odometer	10,436
Last Updated	03/06/2019 02:56 PM

VALUATION SUMMARY

Base Value	\$ 13,378.00
Adjusted Value	\$ 13,378.00
PLATE TRANSFER FEE	+ \$ 20.00
DMV	+ \$ 52.00
Deductible	- \$ 500.00
Total	\$ 12,950.00

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
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The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

 LOSS UNIT INFORMATION

LOSS UNIT DETAILS

Location	Newton , NC 28658
VIN	6G1MK5U2XDL828867
Year	2013
Make	Chevrolet
Model	CAPRICE POLICE
Drivetrain	4X2
Engine	6.0L 8
Body Type	SEDAN

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

LOSS UNIT CONDITION

	Condition
Overall Rating	Average

GLATFELTER CLAIMS MANAGEMENT uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

LOSS UNIT EQUIPMENT

CT - Transmisslon	AUTOMATIC TRANSMISSION	✓
PO - Power	POWER STEERING	✓
	POWER BRAKES	✓
	POWER WINDOWS	✓
	POWER LOCKS	✓
	POWER MIRRORS	✓
	POWER DRIVER SEAT	✓
	POWER PASSENGER SEAT	✓
	POWER TRUNK/GATE RELEASE	✓
IS - Seats/Interior	BUCKET SEATS	✓
	CLOTH SEATS	✓
	RECLINING/LOUNGE SEATS	✓
CS - Convenience	AIR CONDITIONING	✓
	DUAL MIRRORS	✓
	INTERMITTENT WIPERS	✓

To the left is the equipment of the loss unit that GLATFELTER CLAIMS MANAGEMENT provided to CCC.

 COMPARABLE UNITS

	Loss Unit	Comp 1	Comp 2	Comp 3
Price		\$11,995	\$13,997	\$12,995
Year/Make/Model	2013 Chevrolet CAPRICE POLICE	2013 Chevrolet CAPRICE POLICE	2013 Chevrolet CAPRICE POLICE	2013 Chevrolet CAPRICE Police
Trim				Police
Odometer	10,436	123,785	42,462	66,090
Configuration				
Engine Cylinder	8	8	6	8
Model Description	6.0L	6.0L	3.6L	6.0L
Body Type	SEDAN	SEDAN	SEDAN	SEDAN
Drivetrain	4X2	4X2	4X2	4X2
Options				
TG - Tinted Glass	✓	✓	✓	✓
RG - Passenger Air Bag	✓	✓	✓	✓
TD - Alarm	✗	✓	✗	✗
BS - Bucket Seats	✓	✓	✓	✓
RD - Rear Defogger	✓	✓	✓	✓
TL - Telescopic Wheel	✓	✓	✓	✓
RL - Reclining/Lounge Seats	✓	✓	✓	✓
TQ - Steering Wheel Touch Controls	✓	✓	✓	✓
DM - Dual Mirrors	✓	✓	✓	✓
ST - Stereo	✓	✓	✓	✓
SY - Styled Steel Wheels	✓	✓	✓	✓
XG - Front Side Impact Air Bags	✓	✓	✓	✓
DG - Head/Curtain Air Bags	✓	✓	✓	✓
FM - FM Radio	✓	✓	✓	✓
MC - Message Center	✓	✓	✓	✓
KE - Keyless Entry	✓	✓	✓	✓
AT - Automatic Transmission	✓	✓	✓	✓
SE - Search/Seek	✓	✓	✓	✓
CS - Cloth Seats	✓	✓	✓	✓
DB - 4-Wheel Disc Brakes	✓	✓	✓	✓
SP - Power Driver Seat	✓	✓	✓	✓
IW - Intermittent Wipers	✓	✓	✓	✓
PT - Power Trunk/Gate Release	✓	✓	✓	✓

Comp 1 Updated Date: 03/04/2019

2013 Chevrolet CAPRICE POLICE
VIN 6G1MK5R28DL828987
Dealership AUTOTREND & TRUCKS
Location Fredericksburg, VA
Telephone (844) 621-2412
Source Dealer Ad
Stock # ATT1325

Comp 2 Updated Date: 03/06/2019

2013 Chevrolet CAPRICE POLICE
VIN 6G1MK5R37DL829184
Dealership LINWOOD MOTORS
Location Paducah, KY
Telephone (270) 366-7290
Source Dealer Ad
Stock # P3918

Comp 3 Updated Date: 03/04/2019

2013 Chevrolet CAPRICE POLICE
Police
VIN 6G1MK5U23DL829326
Dealership ASIA MOTORS INC
Location Bensenville, IL
Telephone (708) 318-4056
Source Dealer Ad
Stock # 18501

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

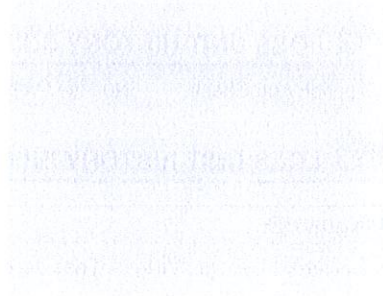
Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

 VALUATION NOTES

03/06/2019 11:32 - STANDARD OPTIONS: AB, AC, AG, AM, AT, BS, CC, CD, CL, CN, CS, DB, DG, DM, FC, FM, IW, KE, MC, PB, PC, PL, PM, PS, PT, PW, RD, RG, RL, SE, SP, ST, SY, TG, TL, TQ, TW, XG

03/06/2019 11:32 - LOSS UNIT AVERAGE MILEAGE: 96625

This Market Valuation Report has been prepared exclusively for use by GLATFELTER CLAIMS MANAGEMENT, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.



SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 03/06/2019

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
09/16/2013	NEWTON, NC	10	Motor Vehicle Dept.	TITLE (Lien Reported)
09/16/2013	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
09/29/2014	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
10/22/2014	NEWTON, NC		State Agency	RIGHT FRONT IMPACT WITH A PARKED VEHICLE
10/22/2014	NC		State Agency	SLIGHT DAMAGE REPORTED
10/01/2015	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
01/26/2016	CONOVER, NC		State Agency	RIGHT REAR IMPACT WITH A PARKED VEHICLE
01/26/2016	NC		State Agency	MINOR TO MODERATE DAMAGE REPORTED
09/19/2016	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/26/2017	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
07/16/2018	NEWTON, NC		Motor Vehicle Dept.	REGISTRATION EVENT/ RENEWAL
02/28/2019	NC		Police Report	FRONT IMPACT COLLISION
02/28/2019	NEWTON, NC		Police Report	ACCIDENT REPORTED
02/28/2019	NC		Police Report	AIR BAG DEPLOYED
02/28/2019	NC		Police Report	VEHICLE WAS TOWED

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

**CITY OF NEWTON
REQUEST FOR COUNCIL ACTION**

DATE: November 13, 2018

TO: E. Todd Clark, City Manager

FROM: Donald G. Brown II, Chief of Police

CONSIDERATION OF: Budget Amendment to recognize revenue and authorize expenditure for Capital Purchase in FY 2018-2019 Budget.

Background:

On August 17th the police department had a frontline patrol vehicle damaged in an accident at the intersection of Southwest Blvd and N. C. Hwy 10 West. The vehicle in question, a 2014 Chevrolet Tahoe, was responding to an emergency call for service when it was struck in the rear as it proceeded through the intersection. On September 14th the police department was notified by Glatfelter Claims Management Inc., insurance carrier for the City of Newton, that the patrol vehicle in question had been declared a total loss. Glatfelter is subrogating the insurance claim against the insurance of the other involved vehicle. As a result of the total loss, Glatfelter has compensated the City of Newton \$28,520.56 for the total loss of the vehicle.

Therefore, this Budget Amendment is to recognize \$28,520.56 in revenue from Glatfelter Claims Management Inc., and to authorize expenditure using insurance revenue recognized and current savings in the FY 2019 Police Capital Outlay Motor Vehicle budget for the purchase of a patrol vehicle.

Summary:

Recognize revenue from an insurance settlement to be used with FY 2019 savings to purchase a patrol vehicle that has been declared a total loss.

Requested Action:

Adopt the attached Budget Amendment resolution authorizing the Newton Police Department to purchase a replacement patrol vehicle and equipment to include installation and complete up-fitting using insurance proceeds and FY 2019 savings.

Approved for Council Consideration

**MINUTES
REGULAR MEETING OF THE NEWTON CITY COUNCIL**

December 4, 2018 – 7 p.m.

The regular meeting of the Newton City Council was held at 7 p.m. Tuesday, December 4, 2018 at Newton City Hall.

PRESENT: Mayor Anne P. Stedman, Mayor Pro Tem John Stiver and Council Members Anne Wepner, Jody Dixon, Tom Rowe and Ed Sain

ABSENT: Council Member Jerry Hodge

STAFF: City Manager Todd Clark, City Clerk Amy S. Falowski, City Attorney John Cilley, City Department Heads and members of the management team

ITEM 1: CALL TO ORDER

Mayor Anne P. Stedman welcomed everyone and called the meeting to order.

ITEM 2: OPENING Invocation and Pledge of Allegiance

Council Member Jody Dixon provided the invocation and Pledge of Allegiance.

ITEM 3: APPROVAL OF MINUTES

Upon motion duly made by Mayor Pro Tem John Stiver, seconded by Council Member Jody Dixon, it was unanimously RESOLVED:

That the Regular Minutes of the November 6, 2018 City Council meeting be –
APPROVED

ITEM 4: CONSIDERATION OF CONSENT AGENDA ITEMS

Upon motion duly made by Council Member Ed Sain, seconded by Council Member Anne Wepner, it was unanimously RESOLVED:

That the Consent Agenda be – APPROVED

- A. Tax Releases
- B. Consideration of Amendment to Audit Contract to extend Date from October 31, 2018
- C. Consideration of Budget Amendment to Recognize Revenue and Authorize Expenditure for Capital Purchase – Police Vehicle
- D. Consideration of the 2019 Regular City Meeting Schedule, Workshop Schedules

(Ordinances, Resolutions and Proclamations are hereby referenced and on file in the Office of the City Clerk)

ITEM 5: COMMENTS FROM THE PUBLIC: PEOPLE WHO WISH TO COMMENT ON NON-AGENDA ITEMS ARE ASKED TO SIGN IN WITH THE CITY CLERK PRIOR TO THE MEETING.

Mayor Anne P. Stedman asked if anyone present would like to make comment concerning non-agenda items.

Michael Waltuch stated that the trucks from Renwood Mills that are parked on the street awaiting entry to the mill pose a very dangerous problem on North Brady. He asked if there is some way to ask the trucks

to not be so close to the intersection, as they block the view. He stated that he wasn't sure what the solution is, but would like to try to find one. He stated that there would be more problems when the streetscape phase of North College starts. Mayor Stedman stated that staff is working with the mill to find a solution.

ITEM 6: Presentation

A. Economic Development Awards

Jennifer Stiver presented the 2018 Economic Development "Bright Future" Awards to the following:
Twin City Insurance – Under 100 employees award
Corning – Over 100 employees award
Luke Walling – Individual award

ITEM 7: New Business

A. Consideration to Eliminate Traffic Signals on Ashe Ave and Brady Ave

City Manager Todd Clark stated that Council member Jerry Hodge recently asked if there is value in the elimination of traffic signals at the intersections of A Street and Ashe Avenue, 1st Street and Ashe Avenue, and A Street and Brady Avenue.

Mr. Clark stated that traffic signals are used for a variety of reasons, but they are primarily intended to regulate the flow of traffic in generally high volume areas. Based on the observed number of accidents and the traffic flow and volume, staff believes traffic can be moderated just as easily with the use of stop signs as opposed to traffic signals. Additionally, the removal of the signals represents a financial benefit to the city through cost savings related to electrical expenses. Finally, the city regularly receives complaints from motorists concerning wait times at these intersections. Mr. Clark stated that elimination of the signals will satisfy these motorists, as wait times at stop signs will be less than at traffic lights based on the current traffic flow and volume.

Mr. Clark stated that the signals under consideration are operated by the City of Newton and therefore may be eliminated without the consultation or approval of NCDOT.

Mr. Clark stated that the recommended action is for City Council to discuss the elimination of traffic signals at the intersections of A Street and Ashe Avenue, 1st Street and Ashe Avenue, and A Street and Brady Avenue. Upon motion duly made by Council Member Ed Sain, seconded by Council Member Jerry Hodge, it was unanimously RESOLVED:

Mayor Stedman opened the matter for discussion. Council Member Jody Hodge stated that he has concerns. Mayor Pro Tem John Stiver stated that he would like to receive some more information on the matter at a later meeting. Council Member Ed Sain stated that he is not a fan of 4 way stops on A Street.

Mayor Stedman stated that she would like to see this item reviewed and placed on a future agenda.

ITEM 8: City Manager's Report

Meetings & Events

- Dec 7th – Annual Employee Appreciation Luncheon, 11:30 a.m. – Rec Center
- Feb 5-8 – City Council/Staff Workshop 2:00 p.m. – 6:00 p.m.
- Feb 20-22 – ElectriCities Connections Summit – Raleigh, NC

Other Projects

- Leaf Collection ends January 18th
- Streetscape Update
- Police Chief Recruitment Process
- Gateway Entry Signs
- Signage at Central Rec Center (see photos)
- Splash Pad

ITEM 9: Questions and Comments from Mayor and Council

Mayor Stedman asked if there were any questions or comments from City Council.

Council Member Anne Wepner gave a report on the Newton-Conover Auditorium.

ITEM 10: Closed Session - Per North Carolina General Statutes 143-318.11(a)(3), 143-318.11(a)(6)

Upon motion duly made by Council Member Ed Sain, seconded by Mayor Pro Tem John Stiver, it was unanimously RESOLVED:

That City Council enter CLOSED SESSION per General Statutes 143-318.11(a)(3), and 143-318.11(a)(6)

Motion was then made by Council Member Jody Dixon to return to open session, seconded by Council Member Ed Sain. All Ayes.

Upon motion duly made by Council Member Ed Sain, seconded by Council Member Anne Wepner, it was unanimously RESOLVED:

That Employment Contract to Hire Full Time City Attorney, and to Hire a Full Time Paralegal be – APPROVED.

Upon motion duly made by Mayor Pro Tem John Stiver, seconded by Council Member Anne Wepner, it was unanimously RESOLVED:

That a Lease Agreement Between the City of Newton and Ray G. Corne, for Property Located at 217 North Main Ave., Newton be - APPROVED.

ITEM 11: Adjournment

Upon motion duly made by Council Member Jody Dixon, seconded by Council Member Ed Sain, it was unanimously RESOLVED:

That the Meeting be – ADJOURNED

Amy S. Falowski, City Clerk



Anne P. Stedman, Mayor

ORDINANCE

**AN ORDINANCE TO AMEND REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2017-2018 FOR THE CITY OF NEWTON**

WHEREAS, the City Council of the City of Newton have adopted a Budget Ordinance for fiscal year beginning July 1, 2019, and ending June 30, 2020, in accordance with the General Statutes of the State of North Carolina; and

WHEREAS, the City of Newton City Council desires to approve the purchase of a new patrol vehicle. In Fiscal Year 2019, two patrol vehicles were totaled, and insurance proceeds of \$38,376.56 were received for the two vehicles. These proceeds reverted to Fund Balance at its June 30, 2019 year-end. The estimated cost of the new vehicle is \$55,482.38, requiring an additional \$17,105.82 use of Fund Balance; and,

WHEREAS, the City of Newton City Council desires to approve utilization of fund balance and the related expenditure for the purchase of a patrol vehicle; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, NORTH CAROLINA, THAT:

THE FOLLOWING SOURCE OF REVENUE AND APPROPRIATION ARE HEREBY APPROVED.

General Fund Revenues		
Fund Balance Appropriation	11-0000.3990	\$ 55,500
General Fund Appropriations		
Capital Outlay – Motor Vehicles	11-4310.8400	\$ 55,500

Adopted this 18th day of February, 2020

Eddie Haupt, Mayor

Amy S. Falowski, City Clerk

