



BOARD OF COMMISSIONERS MEETING AND PUBLIC

Agenda

6/10/2024 07:00 PM, Board of Commissioners / BOARD OF COMMISSIONERS MEETING AND PUBLIC HEARING

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1

1 - Call to Order

| For Information

2

2 - Invocation

| For Information

3 - Pledge of Allegiance

I Pledge Allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.

| For Information

[#pledgeofallegiance](#)

4

4 - Roll Call

| For Information

5 - Agenda Additions and Deletions

6 - Approval or Correction of Minutes

May 13th, 2024 Minutes

May 28th Budget Workshop Minutes

| For Decision

[#bocminutes](#)

Attachments

[2024-05-13 - BOC Meeting - Minutes 1.pdf](#)

[2024-05-28 - SPECIAL CALLED BUDGET WORKSHOP - Minutes 1.pdf](#)

[2024-05-13 - BOC Meeting - Minutes 1](#)

6 - Approval or Correction of Minutes

Last modified: 6/6/2024

2024-05-28 - SPECIAL CALLED BUDGET WORKSHOP -
Minutes 1

6 - Approval or Correction of Minutes

Last modified: 6/6/2024

City of Saluda
BOC Meeting Minutes
Board of Commissioners



Date 5/13/2024
Time 07:00 PM
Location Saluda Library Chambers Room

1 - Call to Order

Mayor Morgan called the meeting to order on May 13th, 2024 at 7:00 pm.

2 - Invocation

A moment of silence was observed.

3 - Pledge of Allegiance

The pledge of allegiance was recited.

DRAFT

4 - Roll Call

Attendance was taken, and those present were Mayor Tangie Morgan, Commissioner Walker, Commissioner Talbot, Commissioner Marion, Commissioner Oxtoby City Attorney Jana Berg, City Manager Steven Orr, Assistant City Manager & Finance Officer Julie Osteen, City Clerk Pam Waters Absent was Chief Price.

5 - Agenda Additions and Deletions

Delete #14 SDF Report and also the property disbursement. Which was deleted from book before meeting

6 - Approval or Correction of Minutes

Commissioner Marion made a motion to accept the minutes as written for April 8th 2024 Commissioner Walker seconded and all were in favor.

7 - Consent Agenda

None

8 - Public Comment

Tom Hutto thanked the Mayor, Commissioners and the City for them putting up stop signs on Charles Street and East Columbia making it a three way stop. Said they have helped slow traffic making it safer. He thanked them for being responsive and taking care of it may seem like a little thing but the little things that make a big difference.

9 - Budget and Financial Report

Assistant City Manager & Finance Officer Julie Osteen went over the March Budget Report

Commissioner Walker made a motion to approve all 6 amendments listed below

Amendment for Police to increase maintenance & repair Budget by 10,000.00 taking 8,500.00 from Investment Earnings and 1,500.00 from Contingency.

BUDGET REPORT Amendment To increase the budget for Police To increase the budget for IT Support costs for Body Cameras Etc.. by 3,000.00 taking 3,000.00 from Investment Earnings.

BUDGET REPORT Amendment for transportation To increase sidewalk material cost that doubled from the July quote 40,000.00 taking it from Investment Earnings

BUDGET REPORT Amendment for Water to increase the budget for additional costs incurred thru June 30th 5,000.00 professional fees, 15,000.00 Repairs and Maintenance Equipment, 75,000.00 Water Purchases repairs and maintenance, 2,000.00 Gasoline, Taking 2,000.00 Training, 170,000.00 from Retained Earnings Appropriated

BUDGET REPORT Amendment for Sewer to increase the budget for additional costs for survey costs and Gasoline 3,000.00 Professional Fees, 750.00 Gasoline Taking 3,750.00 from Repairs and Maintenance Equipment.

BUDGET REPORT Amendment to increase the budget for McCreery Park phase one for 32,150.00 taking 22,650.00 from Transfer from General Fund and 9,500.00 from Contingency

Commissioner Marion seconded all were in favor

Commissioner Marion made a motion to approve the Professional Services Agreement Between City of Saluda and Raffelis Financial Consultants INC. As presented Commissioner Seconded Walker all were in favor.

Commissioner Oxtoby made a motion to approve the Amendment for Akaisha Hayes training at the NCAOZ Conference for a budget increase of 400.00 Commissioner Walker Seconded all were in favor.

10 - Public Safety Report

Participated: Clay Price

City Manager Orr went over his April report.

Total Miles 5554 Total Events 1539

State citations: 58 City Citations: 1, Warning Tickets: 22, Written Warning 1, Verbal: 21, Expired Registration 8, No Operators License 3, Drug paraphernalia 0, Possession of Narcotic/ Alcoholic Beverage 0, Registration Violation 120, Careless and Reckless Driving: , Speeding 29, Faulty Equipment 0, Driving While Impaired 1, Driving while license revoked 13, Inspection Violation 5, Concealed Weapon 0, Stop sign violation 0, No Insurance 3, Open Container 0, Arrest 3, Warrants Served 3, Order for arrest served 2, Business Checks: 694, Church Checks: 82, House Checks: 68, Total Monthly Checks: 844, Written Reports/ Calls answered , Vehicle Accident 2, Larceny: 2, Breaking and Entering 0, Welfare Check 2, Alarm calls 1, Open Door , Suspicious Person/Vehicle calls 5, Assault 0, Vandalism 0, Fraud 0, Communicating Threats 0, Hit & Run , Calls Thru Police Department Phone: 80, Information only 5, Walk In Calls at the Saluda Police Department: 1, Total Monthly Written Reports: 6, Total Patrol Calls 102

11 - Outside Resources and Funds

City Manager Orr, spoke on the Polk County Appearance Commission Grant for 500.00 matching grant we were awarded that for Pace Park. With that Dennis will be putting in a couple dwarf type trees to replace the ones that died in the containers. We will apply for the reimbursement when we finish that.

12 - Zoning and Planning Department Report

City Manager spoke about 918 Louisiana Ave Pace property update we have been talking with an Architect that has been in contact with Mr. Pace and trying to negotiate the purchase of the property. If that were to take place then we would back off of any code enforcement however I don't think it will be successful so we will probably go through with the code enforcement within the next month or so. Out of respect for the individuals request as well as trying to save the City money without going through that expense.

13 - Administration Department Report

City Manager Orr, spoke on
McCreery Park- Phase II- Design and Cost analysis to begin in Raleigh, NC Legislative Visit- May 7th-8th
WWTP- Bar Screen Project to Finish in Next 45 days
Addressing- 7/1/2024-Addressing Ordinance

Mayor Morgan thanked Julie Osteen for stepping up and helping while Steve was away By getting people here to help from Columbus and Hendersonville when our public works had issues that kept them from being here.

14 - Discussion of Coon Dog Day Festival

Commissioner Marion gave an update things are going good but we still need Vendors and Volunteers. We have 4 sponsors the next meeting is this Wednesday 530 at City Hall.

15 - Planning Board Application

Commissioner Marion made a motion to approve the Application for the Planning Board for James Hrynshyn as presented Commissioner Talbot seconded all were in favor.

16 - BOC-Special Motion-C-H District Retail Task Force

Participated: Melanie Talbot

Commissioner Talbot on the C-H District Task Force. What started this was the business owners on Main St. coming to me about the BBQ place being closed and business being opened or having consistent hours so Laura Fields and I held a meeting at the visitor center I would have to say a bunch of the business owners were there. We had a session on what to do about it, How retail was effected, How Airbnb. Walter Hoover stopped me and had concerns about guest coming to his BNB there's not enough restaurants Not enough retail here to keep people here. People are having to go to Tryon and Hendersonville. He is afraid that they will stop coming here and start going elsewhere which would lose more funds. Concerns are too many service business taking up space on Main St. That could be a shop that is bringing people to town and could be sales tax dollars that we're not collecting. Empty store fronts, Types of retail business. I remember years ago that this was big antiquing area Saluda, Tryon and Landrum were known as the string of pearls start at one end and go to the other. They would shop for antiques and oddities. They thought that would be a big help to bring in sales tax. The other is the property owners getting together with the owners of these buildings or landlords to be mindful of what rent would be to keep these business here so they can thrive. This is still a concern about the business on Main St and we need to do something so it isn't like it was when I moved here 40 years again there was nothing open on Main St.

17 - Tourism Development Authority- Update

Scott Cardais gave a mid-year Update.

Commissioner Marion turned it over to Scott Cardais he is one of the three board members of the TDA. Scott went over their Mission. Grow tourism in Saluda, especially overnight tourism. Went over the board members. Paul Marion Chairman & City Commissioner. Ken Graham, Vice Chair and owner of three vacation rentals and Scott Cardais, Secretary. He gave a little bit of their Finances. They will have advertising in The Atlanta Journal-Constitution, Our State, Our State Outdoors about hiking and cycling in Saluda. Outreach to the property owners, Build relationships with the property owners, share what we've been spending the occupancy taxes they collect, Share changes we're making, Discuss ideal to increase tourism, get their ideas. Getting involved Monthly meetings , Follow DiscoverSaludaNC on Instagram and FB/Meta, Share our posts and comments, Volunteers. Feedback from property owners, Don't spend money on printed ads, Digital marketing is the way to go. Find a way to get the camps to promote local short-term rentals in Saluda. Contact other TDA's to learn what they're doing that works for them. Build an email campaign in addition to social media. Do something about the closed businesses on Main St. Changes coming, Assuming full responsibility for the visitor center June 1st. Continued collaboration with the SBA. Shifting to digital marketing and away from print. The visitor center, The TFA assumes full financial & operating responsibility starting June 1st. Comes with increased rent expense, offset by poster advertising, Assumption of operating duties. Working closely with the SBA. Coordination to maximize impact , We have a similar goal: to increase Tourism, Emily Lamar participates in our monthly meetings.

Glenn Franklin made a suggestion that would get the volunteers to ask the visitors what they would like to see in Saluda that not here. That might start to give us an idea of what type of business we need to encourage.

Commissioner Oxtoby it could go either way with rails to trails it could bring in retail or it could bring in real-estate, contractors but you still may end up with retail.

Gleen Franklin and Commissioner Talbot say they get asked a lot about antique shops and we have to say no, there's not one.

Glenn Franklin when I moved here there was a beauty shop, florist and they disappeared that doesn't attract tourist. we don't want a business to come in and fail. We need to find out what the tourist want.

Commissioner Oxtoby they can't fail because rent is so high. It's hard for someone to come in and do crafty things and make a thousand dollar rent or whatever the going rate is for seasonal 6 months out of the year.

Scott Cardais if I can comment on that the rent is a relevant thing based on the number of visitors we have. If we had a lot more traffic it would be worth a thousand dollars. That is a Challenge that I'm looking at as the TDA it's our job to bring in more tourist. How do you get them here when there's not enough to do. That is the type of challenge we are faced with.

Commissioner Talbot I have worked the visitors center and that is the biggest complaint is why is everything closed. There nothing opened so they move on to Hendersonville. It's always the biggest complaint.

Scott Cardais when the trail is approved I think we will be seeing some parallel reactions. I think we will have to be careful of what type of business that will ruin the character of the community. We don't want cheap souvenir shops. That would ruin the character of the community.

Commissioner Oxtoby how do you stop it if they can pay the rent.

Commissioner Walker you can't stop it.

Mayor Morgan that is up to the landlord.

Commissioner Oxtoby we're all expressing what we like but we have no control.

Tom Hutto as a property owner I have to suggestions Barbara and I because of our engagement with the town we wouldn't rent the Wakey Monkey out to a realty group. We want a retail there. We're not going to turn the apartment into an Airbnb. We have to have place for people around here to live. We lost a great craftsman because the landlord went up on the rent more than what he could pay. The landlords have to make a conscious decision to invest in the community. Barbara and I are invested we wanted to and we think it is best to have retail in our buildings and an apartment. The second is I didn't catch much of the funding of the Saluda grade trail. The closing will probably be next year. Then the question is how do you raise the money to develop the trail it will be a lot. Big industries will get behind it. You're all correct it is going to change the town. How can you work this to the benefit of the town? I think someone will set up a Saluda Grade bike race 15k race 50k race you name it. It will be nationally recognized. My wife and I are going to the Virginia creeper trail in July. This one will be famous because of that grade. Whichever town grabs the bull by the horn and say we are going to have the Saluda Grade 100k whatever the length. It will be the center of attention and bring lots of attention to the community. It could be any town along the way to grab it but Saluda makes the most since it's the Saluda Grade. Somebody has to get in front of that because it will happen. You can start the race before the trail is finished by using public roads. We need to get it before someone else does.

18 - Farmers Market Agreement

Participated: janalberg@gmail.com

City Attorney Berg went over the agreement

Commissioner Oxtoby made a motion to approve the agreement commissioner Walker seconded all were in favor.

19 - Schedule a Public Hearing for the City of Saluda E911 Addressing Ordinance June 10th, 2024, Saluda Public Library, 2nd floor Meeting Room. 7:00 pm.

City Manager Orr read the Resolution

Commissioner Marion made the motion to approve the Resolution as read for a public hearing for the City of Saluda addressing Ordinance E911 June 10th Commissioner Walker Seconded all were in favor.

20 - Closed session

City Manager Orr read the Closed session Resolution

Commissioner Talbot made a motion to accept the Resolution to enter closed session as read for personnel matters and Attorney Client privilege Commissioner Oxtoby seconded and all were in favor.

Time entered Closed Session 8:08 pm

Commissioner Walker made a motion to leave closed session Commissioner Talbot seconded and all were in favor.

Time out of closed session and back to regular session 8:37pm

21 - Adjourn

Out of closed session at 8:37 pm

Back to Regular session at 8:37 pm

After the closed session commissioner Talbot made a motion to hire Gary Heisey for strategic planning with the BOC Commissioner Marion seconded all were in favor

Budget workshop May 28th 5:30 and June 10th 5:30 Saluda Library City Clerk to advertise the Workshop

With no further business to discuss,

Commissioner Talbot made a motion to adjourn the meeting Commissioner Walker seconded and all were in favor.

The meeting adjourned at 8:39 pm on May 31st, 2024

DRAFT

Respectfully submitted by Pamela S. Waters, City Clerk. Adopted this 10th day of June 2024.

Tangie Morgan, Mayor

Pamela S. Waters, City Clerk

City of Saluda

SPECIAL CALLED BUDGET WORKSHOP Minutes

Board of Commissioners



Date 5/28/2024
Time 05:30 PM
Location Saluda Library Chambers Room

1 - Call to Order

Mayor Morgan called the Budget Workshop to Order at 5:30 Pm May 28th 2024

2 - Roll Call

Attendance was taken Present was Commissioner Talbot, Commissioner Walker, Mayor Morgan Commissioner Marion, City Manager Steven Orr, Assistant City Manager & Finance Officer Julie Osteen, Chief Price, City Clerk Pam Waters, Commissioner Oxtoby came in at 5:33Pm.

3 - Budget 2024-2025 Discussion

Assistant City Manager & Finance Officer Julie Osteen went over version 1 of the budget and answered questions.

This is version 1 of the budget workshop for 2024-2025 there is a couple things I want to bring to your attention. This budget does reflect the actual State retirement contributions required for employees. There was a 17.2% increase in property liability across the state. That increase is reflected here: as a result the City's property liability increased by \$7,200.00. This budget does include Jana's requested \$12,500.00 fee increase over her previous 20,000.00 contract amount. This budget reflects attorney fees of \$32,500.00. The current cost of living budget based on the federal guide lines is 3.2% that is what is reflected in the salary ranges presented in this budget. The Appropriated fund Balance that is needed to balance the General fund balance with the adjustments that we just discussed is 198,590.00 of that 58,000.00 is accrual vacation which we have to budget even if we spend it or not.

You will see on page 2 the current property tax levy for the projection of 994,000.00 that reflects only what we can budget based on prior year collections. For reference purposes, I have adjusted the 9 Henderson County residents at the Henderson County rate plus our current fire tax rate. So the tax rate for Henderson County is 56.1 cents per 100 versus 69 cents per 100 for Polk County. I did speak with the finance officer at Henderson county they are not increasing the tax levy for the budget year of 2024-2025 it will stay at 43.1 cent per 100 added without fire tax. This budget **does not** include the additional fire tax that the fire department is asking for. They sent me the information on Wednesday so I didn't add to this budget. The fire department is requesting an additional \$0.01 increase which would be approximately 15,000.00 that they are asking for. The information they gave doesn't really tell why they are asking for that increase. Other than Polk County has approved a 14 cent tax rate for them.

Mayor Morgan What did we give them last year?

We matched Polk County last year. Which they were at 13 cents we brought them up 2 cents to match the Counties 13 cent. Now they are asking for 1 cent that would add 15,000.00 to the budget.

Commissioner Talbot don't they usually come in and present it to us and tell us what they are want it for?

They didn't request a meeting, they just emailed this to me and said we want another cent.

Commissioner Marion is that to match one of the counties?

What the email said was Polk approved 14 cents. We matched the 13 cent but we were at 11 cent.

Commissioner Oxtoby why don't we go ½ cent because we are county and city if anything.

It's not reflected in this budget because I didn't get it until Wednesday. If you look on page 5 you will see the fire breakdown it shows it would be 14,227.00 I just rounded it up to 15,000.00 in my discussion. That's not reflected here but that would go in line one and line four so it would be a net zero effect to the budget.

Commissioner Marion on page two what is line 21 (rent)? And when it says as amended?

That is the Pavillion rentals. Right now we are at \$750.00 in rental income. But the "As amended" column shows the amount through the last budget amendment.

Commissioner Marion the 160,000.00 on sanitation line

The 160,000.00 is an estimate because I am taking what we have currently and adding an estimated increase based on the federal COLA. I estimated a 3% cola for December when GFL increases their rates.

Commissioner Talbot do we know how much this is per house hold?

We have around 671 residents. It is 22.80 per household per month for one bin and one recycle bin. It all depends on how many carts the residents have. Businesses pay a different rate.

Mayor Morgan we talked about getting someone else.

They can't beat the price. Maybin's is 29.50 in Hendersonville.

Page two the Powell Bill line is increased to match what we received this year. That is reflected as an equal expense on the Powell bill expenditure side to increase that over the 3200.00 we got last years budgeted rate. We don't budget anything from line 27 to 37 until we receive those we just don't know if they are coming in.

I did get an email from North Carolina Capital Management Trust that stated that the Federal Reserve was going to keep interest rates where they were at least for the next six to nine months. Investment earnings should be able to exceed the 45,000.00 budgeted here.

Total Revenues for the General Fund are 1,648,948.00

Page three of Administration the state retirement for non-police officers are 13.65 % that is the mandated state retirement match for all other employees. For Police officers it is 15.04% for 2024-2025. You will see that general government salaries for the administration department which includes your health insurance, workers comp, all of those expenses total 407,202.00 if you want to see the breakdown of those salaries they are on page 15 & 16 and are listed by person by department.

Line 10 the 77,510.00 includes the increase for Jana, an additional 3,000.00 for the audit RFP increase that was already approved in January by the commissioners, surveying and Engineering services that may come up that isn't tied to a specific project.

Line 18 has been increased to cover the subscriptions, copier and IT for the Police and general government to reflect the contract with Sharp.

Line 34 I have increased the maintenance I'm anticipating a slight increase in our cleaning contractor we haven't heard from them but are assuming an increase so if he does request additional it will be budgeted.

This budget does have 5,000.00 budgeted for Coon Dog Day in the event donations and sponsorship doesn't come in. This is tentative only - if the TDA doesn't have enough to pay that. That may or may not be an expense of the city.

The total general government is 626,099.00 before we go on you will see salary transfer to water I did decrease that this year for 2024-2025 because in the pass we have covered 50% of Akaisha's time and 30% of the city manager's position as administration of water related expenses but if the City of Hendersonville does accept the merger

regionalization we will have to start phasing that out. Preparing ahead for that. The amount is less than last year's \$55,000 reduced to \$25,000.

In the police budget you will see the state retirement mandate is 15.04 % plus we are mandated to give 5% to 401k even if they don't participate in the plan for law enforcement. So that 15,100.00 reflects all of the police departments beginning in July for that 5% 401k match and state retirement amounts. Dues and Subscriptions reflects the body cam, IT and Sharp contract. The police department budget is at 548,360.00

The Fire Department based on the current levy is 13 cents per 100 this budget reflects 184,000.00 based on the levy plus the city has always reimbursed the fire depart for the water uses and it is in our contract of service agreement. In January I will be looking at that 12 month average and adjusting it in the July budget either up or down. This budget reflect a 13% levy fire tax. It doesn't include the 14,000.00.

In the transportation budget 154,200.00 that represents the contract we have for the street maintenance as well as the mowing plus some additional side walk repair.

The Powell Bill this is only what we have received in this year's revenue 32,388.00. I'm estimating we won't get less than that we may get slightly more. Depends on how the state's budget falls out.

On the sanitation the 160,000.00 what we will spend through June is 154,700.00 with a 3% cola is where I get my 160,000.00

The Debt service City Hall amount is the amount we received from the state of NC as it relates to the first citizens debt on City Hall. No change there.

On the Cultural and Recreation department we have 79,491.00 of that I have budgeted 12,000.00 in general maintenance on McCreery Park, 7,000.00 for McCreery park bathrooms and cleaning and 7,000.00 Pace Park Bathroom maintenance and Cleaning. The tennis courts we always budget something for other parks in the city as maintenance I have 5,000.00 between the tennis courts and the other parks.

With the Library I may have to adjust the propane depending on the price.

The public works I still have that budgeted for four people as a buffer to keep the city covered until we see what is going to happens with the merger regionalization study

The Insurance premium is based on what we have received from blue cross blue shield which is switching to Aetna in July 1st for the whole state. As what we have received there won't be an increase with Blue Cross Blue Shield or vision and dental that we get from Municiple insurance trust, but we haven't seen anything on changes due to Aetna so I added a buffer to cover an increase in premiums. The workman's comp numbers are based on actuals. The buffer is an estimate of 15% since we aren't sure of any change yet. The General Liability Insurance last year's premium was 24,892.00 this year's premium will be 35,912.00 that is the 17.2% increase over last year's property and liability insurance.

The general fund budget there are only one or two items I'm waiting on for some final numbers. The water sewer number that we have are pretty much set in stone the only thing is I haven't heard back from is Adam to hear if there is a water rate increase from Hendersonville. As you can see the revenue and expenditures are zero. Currently the budget reflects no increase in water rates. We are able to meet the current expenses that represents four employees. We may have two we may have three. The one thing that I wanted to bring to your attention is I did included in this budget water of 160,000.00 with the water leaks they have worked on in the last month and a half we can meet that budget. Our debt services for water and sewer are the same as it was this year with the exception of 265.00 of additional interest. In 25-26 we see our first increase in USDA loans but that's another year out.

When Steve and I were originally talking about the budget we were talking about the merger regionalization if the city of Hendersonville does decide to do this it will probably be over a two to four-year span that the transition will take place we felt like at this time we needed to budget as if there was no change. But if this does happen we will be looking a reduction in force and scaling back on our water and sewer expenditures.

City Manager Orr as we start to work through the number we look at the whole revenue stream as it relates to the number of customer's and expense it will be reflective on the budget I expect that we will fully have three on our public works as we move into July we will work with Hendersonville and see what that details. We are going over numbers with the engineers right now. What our collection, our uses, our efficiency should be it's been really in

lighting to say the least. Unfortunately, it's not the most efficient system. We have to make some improvements no matter what. We will prevent some more loss as we get into it further we will be able to give you more information. With this system there is lots of things we need to work on.

I should be able to finalize the few things I'm waiting on if there is going to be an increase in water from Hendersonville. We would need to see if it would affect our water rates. And two other Things in our general Funds. There should be at least one more version.

Commissioner Oxtoby in the fund balance what do you project for the current year. Where the fund balance say we have this but really don't spend it all because that includes accrual vacation if they walk out the door that we would have to pay.

Of that 198,590.00 is required to balance this budget. About 78,000.00 of that is potentially stuff that we won't expend. Plus we can't budget 100% of our property tax levy I can only budget our prior collection rates. Even though I budgeted 994,000.00 our budget for property revenue should be right at a million or a little over a million but I can't budget 100%.

Commissioner Marion Did you collect 100% this year?

We are going to have about 4,000.00 that is going to carry over as when she gave me the report in May. I'm anticipating a 4,500.00 balance that hasn't been paid it could come in less when they make their June Payment.

Commissioner Marion we are having to dip into our General Fund by what?

78,000.00 to 80,000.00 is stuff that will never see and if you add in the other revenues we can't budget for.

Commissioner Marion so that puts us close to a 100,000.00?

Yes easy.

Commissioner Marion so we're 100,000.00 over budget. Where are those biggest numbers at?

Salaries and Insurance that 18% nobody knew was coming. When I got the email Steve found online the New York Times where 17 states you can't even get insurance right now because the losses are so bad. Several of the major insurance companies are pulling out of those states because of property damages and things like that. I want to say the average increase was 34% increase but the trustees for the league only allowed 17.2%. Some of these things we have no control over such as the state retirement mandate is mandated numbers by the state. For the police department, you are paying 21% in mandated retirement. In your general employees, you're paying 13.6% plus if they participate in the 401K you can get up to 5% but most of your general fund employees aren't at a 5% I think pam and I are the only ones that are at 5% on the general employee side the rest are below. On the water side no one is participating in the 401K. Definitely, your biggest expenses in your general fund are administration and police salaries and corresponding expenditures related to that. Health insurance and retirement.

Commissioner Marion do you have an increase for the board? I see where it say possible but We are on the list twice.

No everyone said not to. Were it says possible that would have been what you would get if there was a raise but it's the same as it was. They are listed by name then by department.

Commissioner Marion so the Fire Department increase isn't in this budget?

I can send them an email and request them to be at the June meeting to request the 1 cent increase if you wish.

Commissioner Oxtoby they will come to the Meeting an request why they didn't get it.

I just need directions to add it to the budget if you want me to.

Commissioner Marion I think one of our goals this year was to take care of our first responders and fire department, and we will try to take care of them in the future we got to take care of our people first.

If you look between page 13 and 14 I did a property tax calculation I did give you a reflection of what a 2 % and a 3% increase would be to the property tax. I did that just in case you asked. That is only on the Polk County side. We said

that we would keep the Henderson county rate until the re-evaluation. so that would give you a 27,000.00 increase or a 41,000.00 increase in revenue.

Commissioner Oxtoby have we gotten anything from Polk County on the rates when the revalue it?

Polk County hasn't given us anything I have gotten an updated estimate from Henderson County for 2024-2025. Nothing from Polk County yet.

Commissioner Marion when does Polk Counties go into effect.

Next year. I saw the re-evaluation car riding around town last week.

City Manager Orr, what do you want Julie to do with the Public Works do you want her to drop it to 3 employees?

Commissioner Marion How confident are you that it will only be three?

Commissioner Walker and Talbot said okay to that.

City Manager Orr, fairly confident.

Commissioner Marion can you estimate what you will be paying for extra help?

Henderson County didn't charge us for them helping Columbus we paid 600.00 for 3 / 8 hour days.

Commissioner Marion I'm talking more along the lines of budgeting for a contractor to help.

City Manager Orr, I never know what it is or the degree.

Commissioner Marion how do you fill about taking ½ that salary and having it as a bucket for a contractor to help.

Or you could leave that 4th person there and use that as Bucket.

Commissioner Oxtoby why not leave the 4th person as contract labor and you would lose the benefits for that 4th person?

Without the benefits, it's at 44,000.00

City manager Orr knowing that 44,000.00 will be over considerable.

Commissioner Oxtoby that will give you a cycle to figure it out.

City Manager Orr I would say it will be ½ that. Because of historic numbers over the last two years.

The next Meeting will be June 10th at 5:30 before our Regular meeting at 7:00 pm. Commissioner Oxtoby said he wouldn't be at the next meetings.

We will have to have one more before the end of June to finalize the Budget.

4 - Adjourn

With no further business to discuss,

Commissioner Talbot made a motion to adjourn the meeting Commissioner Marion seconded and all were in favor.

The meeting adjourned at 6:18 pm on May 28th, 2024.

Respectfully submitted by Pamela s. Waters, City Clerk. Adopted this 10th day of June 2024.

Tangie Morgan, Mayor

Pamela S. Waters, City Clerk

DRAFT

7

7 - Consent Agenda

| For Decision



8 - Public Comment

| For Information
[#publiccomment](#)

9 - Budget and Financial Report

Julie Osteen

May Budget Report

| For Decision

Attachments

[City of Saluda North Carolina report 5.31.2024.pdf](#)

[City of Saluda North Carolina report 5.31.2024](#)

9 - Budget and Financial Report

Last modified: 6/4/2024

**CITY OF SALUDA, NORTH CAROLINA
GENERAL FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues			
Ad valorem taxes:			
Current year	\$ 959,700	\$ 1,002,782	\$ 43,082
Prior year	5,000	10,744	5,744
Penalties and interest	<u>1,500</u>	<u>4,095</u>	<u>2,595</u>
Total	<u>966,200</u>	<u>1,017,621</u>	<u>51,421</u>
Licenses:			
Privilege licenses	<u>1,000</u>	<u>1,565</u>	<u>565</u>
Unrestricted intergovernmental:			
Local option sales tax	290,000	196,107	(93,893)
Alcohol beverage tax	2,500	3,083	583
Cable TV franchise tax	1,010	-	(1,010)
Utility franchise tax	<u>80,000</u>	<u>41,165</u>	<u>(38,835)</u>
Total	<u>373,510</u>	<u>240,355</u>	<u>(133,155)</u>
Restricted intergovernmental:			
Municipal Highway Use Tax	12,000	10,780	(1,220)
Powell Bill allocation	32,388	32,388	-
Solid waste disposal	400	502	102
PCCF Grant	<u>30,000</u>	<u>30,000</u>	-
Total	<u>74,788</u>	<u>73,670</u>	<u>(1,118)</u>
Permits and fees:			
Zoning permits	1,500	1,525	25
Fire inspections	950	800	(150)
Citations	<u>3,000</u>	<u>1,491</u>	<u>(1,509)</u>
Total	<u>5,450</u>	<u>3,816</u>	<u>(1,634)</u>
Sales and services:			
Garbage collection	135,000	125,561	(9,439)
Cemetery lots	-	9,600	9,600
Rental income	<u>500</u>	<u>352</u>	<u>(148)</u>
Total	<u>135,500</u>	<u>135,513</u>	<u>13</u>
Investment earnings	<u>96,500</u>	<u>97,199</u>	<u>699</u>
Miscellaneous:			
Miscellaneous	21,500	31,229	9,729
Festival income	5,000	8,600	3,600
Occupancy Tax Administration Fee	-	900	900
Contributions	<u>781</u>	<u>2,316</u>	<u>1,535</u>
	<u>27,281</u>	<u>43,045</u>	<u>15,764</u>
Total revenues	<u>1,680,229</u>	<u>1,612,787</u>	<u>(67,442)</u>

**CITY OF SALUDA, NORTH CAROLINA
GENERAL FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Expenditures			
General government:			
Administration:			
Salaries and employee benefits	\$ 343,665	\$ 298,564	\$ 45,101
Elected Officials	8,520	7,810	710
Professional services	75,000	49,335	25,665
Other operating expenditures:			
Economic development	5,000	548	4,452
Zoning enforcement	4,000	804	3,196
General liability insurance	3,500	3,500	-
Dues and subscriptions	25,000	13,751	11,249
Advertising	2,500	2,153	347
Toy Drive	1,000	1,000	-
Historical Committee	1,650	1,609	41
Saluda Downtown Foundation	500	-	500
City Festivals	15,000	14,749	251
Other City Festivals	2,431	2,013	418
City Festivals 2024-2025	5,000	-	5,000
Training	4,900	4,958	(58)
Christmas celebration/Employee Appreciation	1,000	798	202
Other	19,327	17,421	1,906
Election costs	2,400	-	2,400
County collection charges	16,000	15,443	557
City Landfill-Post Closure CAP Costs	2,600	-	2,600
Capital outlay	12,500	12,124	376
City Hall:			
Insurance	6,072	6,072	-
Maintenance	12,500	11,162	1,338
Utilities	15,000	14,760	240
Total general government	<u>585,065</u>	<u>478,574</u>	<u>106,491</u>
Public safety:			
Police:			
Salaries and employee benefits	393,849	349,397	44,452
Other operating expenditures:			
General liability insurance	10,765	10,765	-
Utilities	6,500	5,294	1,206
Dues and subscriptions	13,000	10,973	2,027
Repairs and maintenance	41,000	37,671	3,329
Uniforms and Safety supplies	6,200	4,930	1,270
Gasoline	20,000	21,586	(1,586)
Training	4,000	2,237	1,763
NC Apprenticeship	500	-	500
Other	12,856	13,343	(487)
Capital outlay	100,000	99,347	653
Total police	<u>608,670</u>	<u>555,543</u>	<u>53,127</u>
Fire:			
Inspection services	950	950	-
Contracted services	184,400	182,777	1,629
Total fire	<u>185,350</u>	<u>183,727</u>	<u>1,629</u>
Total public safety	<u>794,020</u>	<u>739,267</u>	<u>54,756</u>

CITY OF SALUDA, NORTH CAROLINA
GENERAL FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)

	Budget	Actual	Variance Positive (Negative)
Transportation:			
Streets:			
Salaries and employee benefits	\$ 35,000	\$ 18,830	\$ 16,170
Other operating expenditures:			
Professional fees	6,000	5,285	715
Repairs and maintenance - equipment	1,000	850	150
Repairs and maintenance	166,355	186,034	(19,679)
Gasoline	5,000	26	4,974
Electricity	2,800	2,224	576
911 Addressing	10,000	1,794	8,206
Other	8,000	8,075	(75)
Capital outlay	2,000	-	2,000
Total transportation	236,155	223,119	13,037
 Powell fund:			
Repairs and maintenance	32,388	24,229	8,159
Capital outlay	-	-	-
	32,388	24,229	8,159
 Environmental protection:			
Solid Waste:			
Capital outlay	13,000	12,700	300
Repairs and maintenance	2,500	2,242	258
Contracted services	136,000	142,829	(6,829)
Total environmental protection	151,500	157,771	(6,271)
 Cultural and recreation:			
Library			
Insurance	2,095	2,095	-
Maintenance	32,000	28,284	3,716
Utilities	9,500	6,646	2,854
Total library	43,595	37,025	6,570
Cemetery	7,000	4,908	2,092
Tree City	500	1,175	(675)
Parks			
Pace Park	5,000	1,263	3,737
Bathrooms	7,000	4,646	2,354
McCreery Park	12,000	11,054	946
Bathrooms	7,000	4,629	2,371
Tennis Courts	40,000	36,198	3,802
Other parks	3,000	7,950	(4,950)
Maintenance - other	1,500	910	590
Total parks	75,500	66,650	8,850
 Total cultural and recreation	 126,595	 109,758	 16,837
 Debt service:			
Debt service payments	34,000	31,172	2,828
Total debt service	34,000	31,172	2,828

**CITY OF SALUDA, NORTH CAROLINA
GENERAL FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Contingency:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total expenditures	<u>1,959,723</u>	<u>1,763,886</u>	<u>195,837</u>
Revenues over (under) expenditures	<u>(279,494)</u>	<u>(151,099)</u>	<u>128,395</u>
Other Financing Sources (Uses):			
Transfer to Capital Reserve Fund	-	-	-
Transfer from Tourism Development Authority	5,000	5,000	-
Fund balance appropriated	<u>274,494</u>	<u>-</u>	<u>274,494</u>
Total other financing sources (uses)	<u>279,494</u>	<u>5,000</u>	<u>274,494</u>
Net change in fund balance	<u><u>\$ -</u></u>	<u><u>\$ (146,099)</u></u>	<u><u>\$ (146,099)</u></u>

CITY OF SALUDA, NORTH CAROLINA
WATER FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues			
Operating revenues:			
Charges for services	\$ 430,000	\$ 400,070	\$ (29,930)
Water taps	-	10,400	10,400
User fees	131,500	182,821	51,321
System development	-	-	-
Penalties	4,000	10,057	6,057
Nonoperating revenues:			
NC DEQ Asset Inventory Grants	86,325	7,075	(79,250)
Investment earnings	-	-	-
Miscellaneous income	<u>750</u>	<u>75</u>	<u>(675)</u>
Total revenues	<u>652,575</u>	<u>610,498</u>	<u>(42,077)</u>
Expenditures			
Administration:			
Salaries and employee benefits	202,800	155,229	47,571
Other operating expenditures:			
Professional fees	11,500	10,804	696
General liability insurance	7,000	6,281	719
Utilities	14,500	11,754	2,746
Dues and subscriptions	10,000	4,749	5,251
Repairs & maintenance - equipment	37,500	36,884	616
Safety supplies	2,500	772	1,728
Gasoline	9,500	8,736	764
Uniforms	2,500	2,692	(192)
Training	-	-	-
AIA Grant:			
Water	102,966	9,240	93,726
System development	<u>3,000</u>	<u>-</u>	<u>3,000</u>
Total other operating expenditures	<u>200,966</u>	<u>91,912</u>	<u>109,054</u>
Water purchases	<u>235,000</u>	<u>207,598</u>	<u>27,402</u>
Water system operations:			
Operational and supplies	<u>16,525</u>	<u>11,147</u>	<u>5,378</u>
Total water system operations	<u>16,525</u>	<u>11,147</u>	<u>5,378</u>
Water system repairs and maintenance	<u>150,000</u>	<u>127,642</u>	<u>22,358</u>
Debt service:			
Debt service payments	<u>94,050</u>	<u>2,350</u>	<u>91,700</u>
Total debt service	<u>94,050</u>	<u>2,350</u>	<u>91,700</u>
Capital outlay	<u>12,500</u>	<u>-</u>	<u>12,500</u>
Total expenditures	<u>911,841</u>	<u>595,878</u>	<u>315,963</u>
Revenues over (under) expenditures	(259,266)	14,620	273,886
Other Financing Sources (Uses):			
Transfer to Capital Reserve Fund	(10,000)	-	10,000
Retained earnings appropriated	<u>269,266</u>	<u>-</u>	<u>(269,266)</u>
Total other financing sources (uses)	<u>259,266</u>	<u>-</u>	<u>(259,266)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ 14,620</u>	<u>\$ 14,620</u>

CITY OF SALUDA, NORTH CAROLINA
SEWER FUND
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)

	Budget	Actual	Variance Positive (Negative)
Revenues			
Operating revenues:			
Charges for services	\$ 300,000	\$ 188,620	\$ (111,380)
Sewer taps	-	3,600	3,600
User fees	101,500	18,533	(82,967)
System development	-	-	-
Penalties	2,500	198	(2,302)
Nonoperating revenues:			
NC DEQ Asset Inventory Grants	86,325	7,075	(79,250)
Investment earnings	-	-	-
Miscellaneous income	750	-	(750)
Total revenues	<u>491,075</u>	<u>218,026</u>	<u>(273,049)</u>
Expenditures			
Administration:			
Salaries and employee benefits	116,217	56,497	59,720
Other operating expenditures:			
Professional fees	6,500	5,429	1,071
General liability insurance	-	-	-
Utilities	21,000	19,652	1,348
Dues and subscriptions	4,472	2,244	2,228
Repairs & maintenance - equipment	6,250	937	5,313
Safety supplies	2,500	750	1,750
Gasoline	2,250	1,866	384
Uniforms	2,500	791	1,709
Training	2,000	-	2,000
AIA Grant:			
Wastewater	108,298	15,178	93,120
System development	3,000	-	3,000
Total other operating expenditures	<u>158,770</u>	<u>46,847</u>	<u>111,923</u>
Sewer system operations:			
Contracted services	50,000	27,000	23,000
Operational and supplies	12,511	3,627	8,884
Total water system operations	<u>62,511</u>	<u>30,627</u>	<u>31,884</u>
Sewer system repairs and maintenance	<u>93,000</u>	<u>65,498</u>	<u>27,502</u>
Debt service:			
Debt service payments	59,050	-	59,050
Total debt service	<u>59,050</u>	<u>-</u>	<u>59,050</u>
Capital outlay	<u>12,500</u>	<u>2,428</u>	<u>10,072</u>
Total expenditures	<u>502,048</u>	<u>201,897</u>	<u>300,151</u>
Revenues over (under) expenditures	(10,973)	16,129	27,102
Other Financing Sources (Uses):			
Transfer to Capital Reserve Fund	(10,000)	-	10,000
Retained earnings appropriated	20,973	-	(20,973)
Total other financing sources (uses)	<u>10,973</u>	<u>-</u>	<u>(10,973)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ 16,129</u>	<u>\$ 16,129</u>

**CITY OF SALUDA, NORTH CAROLINA
 TOURISM DEVELOPMENT AUTHORITY
 REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
 (INTERNAL STATEMENT)**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues			
Restricted intergovernmental:			
Local Occupancy Taxes	\$ 30,000	\$ 30,209	\$ 209
Advertising Poster Income	3,200	4,200	1,000
Interest and penalties	-	-	-
Investment earnings	-	-	-
Total	<u>33,200</u>	<u>34,409</u>	<u>1,209</u>
 Total revenues	 <u>33,200</u>	 <u>34,409</u>	 <u>1,209</u>
 Expenditures			
Economic development			
Promotional materials	17,800	16,465	1,335
Tourism related expenses	12,400	7,540	4,860
Administration			
Postage mailings	500	1,063	(563)
Administrative fees	<u>2,500</u>	<u>900</u>	<u>1,600</u>
Total economic development	<u>33,200</u>	<u>25,968</u>	<u>7,232</u>
 Revenues over (under) expenditures	 <u>-</u>	 <u>8,441</u>	 <u>8,441</u>
 Other Financing Sources (Uses):			
Transfers to general fund	<u>-</u>	<u>(5,000)</u>	<u>5,000</u>
Total other financing sources (uses)	<u>-</u>	<u>(5,000)</u>	<u>5,000</u>
 Net change in fund balance	 <u>\$ -</u>	 <u>\$ 3,441</u>	 <u>\$ 3,441</u>

**CITY OF SALUDA, NORTH CAROLINA
 WWTP BARSCREEN CAPITAL PROJECT FUND - SEWER
 REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCE - BUDGET AND ACTUAL
 FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
 (INTERNAL STATEMENT)**

	Project	Prior	Current	Total	Variance
	Authorization	Year	Year	to Date	Positive
					(Negative)
Expenditures					
Capital Outlay:					
Construction costs	\$ 220,000	\$ -	\$ 73,170	\$ 73,170	\$ 146,830
Engineering services	31,000	14,601	9,609	24,210	6,790
City Labor and Equipment	1,200	-	-	-	1,200
Contingency	<u>22,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,000</u>
Total expenditures	<u>274,200</u>	<u>14,601</u>	<u>82,779</u>	<u>97,380</u>	<u>176,820</u>
Revenues over (under) expenditures	(274,200)	(14,601)	(82,779)	(97,380)	(176,820)
Other Financing Sources (Uses):					
Transfer from Sewer Fund	114,200	-	-	-	(114,200)
NC DEQ - S.L. 2021-180 At Risk Projects	<u>160,000</u>	<u>-</u>	<u>38,333</u>	<u>38,333</u>	<u>(121,667)</u>
Total other financing sources (uses)	<u>274,200</u>	<u>-</u>	<u>38,333</u>	<u>38,333</u>	<u>(235,867)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ (14,601)</u>	<u>\$ (44,446)</u>	<u>\$ (59,047)</u>	<u>\$ (59,047)</u>

**CITY OF SALUDA, NORTH CAROLINA
MCCREERY PARK PHASE 1 CAPITAL PROJECT
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)**

	Project	Prior	Current	Total	Variance
	<u>Authorization</u>	<u>Year</u>	<u>Year</u>	<u>to Date</u>	<u>Positive</u>
					<u>(Negative)</u>
Expenditures					
Capital Outlay:					
Construction costs	\$ 232,720	\$ -	\$ 236,604	\$ 236,604	\$ (3,884)
Landscape Architect	21,200	-	20,402	20,402	798
Contingency	<u>9,500</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,500</u>
Total expenditures	<u>263,420</u>	<u>-</u>	<u>257,006</u>	<u>257,006</u>	<u>6,414</u>
Revenues over (under) expenditures	(263,420)	-	(257,006)	(257,006)	(6,414)
Other Financing Sources (Uses):					
Transfer from General Fund	78,420	-	-	-	(78,420)
Donations	15,000	-	-	-	
NC DEC - SA-0193	<u>170,000</u>	<u>-</u>	<u>124,963</u>	<u>124,963</u>	<u>(45,037)</u>
Total other financing sources (uses)	<u>263,420</u>	<u>-</u>	<u>124,963</u>	<u>124,963</u>	<u>(123,457)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (132,043)</u>	<u>\$ (132,043)</u>	<u>\$ (117,043)</u>

**CITY OF SALUDA, NORTH CAROLINA
MCCREERY PARK PHASE 2 CAPITAL PROJECT
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)**

	Project	Prior	Current	Total	Variance
	Authorization	Year	Year	to Date	Positive
					(Negative)
Expenditures					
Capital Outlay:					
Construction costs	\$ 200,000	\$ -	\$ 404	\$ 404	\$ 199,596
Landscape Architect	10,000	-	5,150	5,150	4,850
Contingency	15,000	-	-	-	15,000
Total expenditures	<u>225,000</u>	<u>-</u>	<u>5,554</u>	<u>5,554</u>	<u>219,446</u>
Revenues over (under) expenditures	(225,000)	-	(5,554)	(5,554)	(219,446)
Other Financing Sources (Uses):					
Transfer from General Fund	20,000	-	-	-	(20,000)
Donations	5,000	-	-	-	-
Grant: Carolina Foothills Foundation	200,000	-	-	-	(200,000)
Total other financing sources (uses)	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(220,000)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (5,554)</u>	<u>\$ (5,554)</u>	<u>\$ (554)</u>

CITY OF SALUDA, NORTH CAROLINA
MERGER/REGIONALIZATION FEASIBILITY STUDY SPECIAL PROJECT
REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE ELEVEN MONTHS ENDED MAY 31, 2024
(INTERNAL STATEMENT)

	Project	Prior	Current	Total	Variance
	<u>Authorization</u>	<u>Year</u>	<u>Year</u>	<u>to Date</u>	<u>Positive</u>
					<u>(Negative)</u>
Expenditures					
Capital Outlay:					
Engineering services	350,000	-	65,875	65,875	284,125
Total expenditures	<u>350,000</u>	<u>-</u>	<u>65,875</u>	<u>65,875</u>	<u>284,125</u>
Revenues over (under) expenditures	(350,000)	-	(65,875)	(65,875)	(284,125)
Other Financing Sources (Uses):					
NC DEQ - MRF-D-ARP-0018	<u>350,000</u>	<u>-</u>	<u>65,875</u>	<u>65,875</u>	<u>(284,125)</u>
Total other financing sources (uses)	<u>350,000</u>	<u>-</u>	<u>65,875</u>	<u>65,875</u>	<u>(284,125)</u>
Revenues and other sources over (under) expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - ADMINISTRATION**

	Account	Budget	Amendment	Amended Budget
Training		\$ 4,900	300	\$ 5,200
Economic Development		\$ 5,000	(300)	4,700

To increase budget for additional Training costs for S. Orr

\$ -

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - POLICE**

	Account	Budget	Amendment	Amended Budget
Gasoline		\$ 20,000	4,500	\$ 24,500
Operating Supplies		8,256	1,000	9,256
Cemetery Plot income		\$ -	(5,500)	(5,500)

To increase budget for additional fuel charges and IT support through year-end

\$ -

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - FIRE**

	Account	Budget	Amendment	Amended Budget
Contract Services		\$ 184,400	15,000	\$ 199,400
Investment Earnings		(96,500)	(15,000)	(111,500)

To increase fire contract to actual through year-end

\$ -

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - TRANSPORTATION**

	Account	Budget	Amendment	Amended Budget
Repairs & Maintenance		\$ 186,034	30,000	\$ 216,034
Operational Supplies		8,000	250	8,250
Gasoline		5,000	(250)	4,750
Fund Balance Appropriated		(274,094)	(30,000)	(304,094)

To increase budget for sidewalk due to additional costs incurred

\$ -

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - ENVIRONMENTAL PROTECTION**

Account	Budget	Amendment	Amended Budget
Contracted Services	\$ 136,000	20,000	\$ 156,000
Garbage Collection	(135,000)	(20,000)	(155,000)
<i>To increase budget for additional costs on GFL contract</i>			
		\$ -	

**CITY OF SALUDA, NORTH CAROLINA
BUDGET AMENDMENT - CULTURAL & RECREATION**

Account	Budget	Amendment	Amended Budget
Tree City	\$ 500	700	\$ 1,200
Other Parks	3,000	5,000	8,000
Cemetery	7,000	(700)	6,300
Fund Balance Appropriated	(304,094)	(5,000)	(309,094)
<i>To increase budget for additional costs incurred</i>			
		\$ -	

10 - Public Safety Report

Clay Price

May Police Report

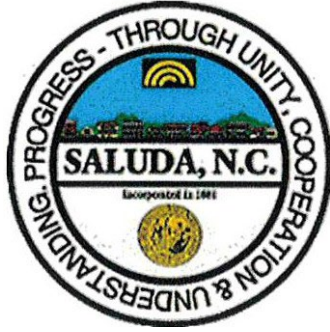
Attachments

[May Police Report.pdf](#)

[May Police Report](#)

10 - Public Safety Report

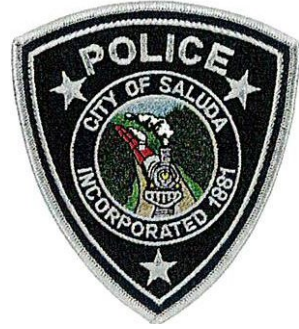
Last modified: 6/4/2024



CITY OF SALUDA

POLICE DEPARTMENT

NORTH CAROLINA



Clayton R. Price, Chief

Patrol Car Monthly Milage:

Chevrolet Truck: 1565 Chevrolet Tahoe: 761 2018 Charger: 1695 2019 Charger: 1376
 2015 Dodge Charger: 22 2009 Ford Explorer: 19 Ford F-150: 1211

Total Milage: 6649

Total Monthly Events: 1672

Citations Monthly Report:

State Citations: 62 City Citations: 0 Warning Tickets: 25

Written: 2

Verbal: 23

Total Citations: 83

Total Charges: 97

Possible Reason for Traffic Stop:

Expired Registration: 12 No Operators License: 4 Drug Paraphernalia:
 Possession of Narcotic: Sale of Narcotics: Registration Violation:34
 Careless and Reckless Driving: Speeding: 24 Resist Public Officer:
 Faulty Equipment: Driving While Impaired: Failure to maintain lane:
 Possession of Alcoholic Beverage: Driving While License Revoked: 7
 Concealed Weapon: Open Container: Driving after Consuming:
 Inspection Violation: 14 No Insurance: 2 Seat Belt Violation:
 Stop Sign Violation: Failure to Reduce Speed: Impaired Instruction:

Arrest: 5

Warrants Served: 1 Order for Arrest Served: 4

Patrol Checks:

Business Checks: 809 Church Checks: 104 House Checks: 125

Total Monthly Checks: 1038

Written Reports/ Calls Answered:

Possible Reasons for Written Reports/ Patrol Response calls:

Vehicle Accident: Larceny: Breaking and Entering: Welfare Check: 1

Alarm Calls: 2 Open Door Calls: Suspicious Person/ Vehicle Calls: 7

Vandalism: Assault: Communicating Threats: Fraud:

Hit and Run: Identity Theft: Calls Thru Police Department Phone: 97

Walk In Calls at the Saluda Police Department: 2 Information Only:3

Total Monthly Written Reports: 9

Patrol Calls: 112

The Patrol will assist other Agencies and Departments with calls if requested or available to do so.

Saluda Police Department will assist with School walk through as available or requested by Polk Sheriff's Office for assistance.

Officers will be doing foot patrols to check with business owners or the public they encounter that may have issues that the department could assist with.

The radar sign is up and functioning and the department will be moving this sign to various locations to assist with issues of speeding vehicles: example School Zone and Main Street area once the signpost is put in place.

Evidence Update:

All Evidence has been logged. Lt Rickman and I are diligently working through the process of going thru the court system to be able to destroy the evidence for cases that have been disposed of

Monthly DCI Validation Report:

Completed monthly to have the files that were generated for stolen items by Saluda police Department updated so this can reflect current stolen items or Missing Persons.

NIBERS: This report is done monthly and reported through the state to report certain crimes so these can be added into the state database for assessment in month to month or year to year studies.

2024 Saluda Police Department has 100% reporting thus far.

Officers Training:

In-service has been almost fully completed for the 2024 year.

Several training classes have been scheduled for the next few months for our Officers including in-person and virtual training sessions. The career paths that have been chosen by the Officers will make differences in the special training that are assigned to each individual Officer.

Special Events and Festivals:

Arts Festival:

Coon Dog Day:

Hincapie Race:

Railroad Day: TBD

Halloween Stroll:

Hometown Christmas:

Saluda Police Department Monthly News:

We are beginning to warm up, so we are seeing the numbers of residents and visitors starting to increase. Also, the Saluda police department has participated in the governor's highway safety campaigns and check points throughout the county. Also, we had an Officer certified on the precision rifle for patrol, Officer Fortenberry is an NC certified Law Enforcement Sniper. Soon we will have two officers that will be able to be self-sufficient in the processing of Drivers that are driving under the

influence of alcohol. The Saluda Police department Officers are scheduled soon for classes in several different special topics from investigations to post blast investigations for bomb training. The next radar class for certification is in July and we have Officer McAbee enrolled for this class. Also, Lt Rickman, Officer Fortenberry and I will be attending training for dealing with PTSD and suicide prevention in the Law Enforcement Profession as well.

11 - Outside Resources and Funds

Steven Orr

| For Information

12 - Zoning and Planning Department Report

Steven Orr

| For Information

13 - Administration Department Report

Steven Orr

-McCreery Park progress

| For Information

14 - Discussion of Coon Dog Day Festival

Paul Marion

-Saturday July 6th, 2024

| For Information

15 - Cemetery Ordinance Text Amendment Proposal

Steven Orr

-Section VII Rules and Regulations Governing Interment & Exhumation (F)(H) Cremations
-Article 13F. Cremations

[#ordinance](#)

Attachments

[Cemetery_Ordinance 2017-02-13-.pdf](#)

[Article 13F. Cremations.pdf](#)

Cemetery Ordinance 2017-02-13-

15 - Cemetery Ordinance Text Amendment Proposal

Last modified: 6/6/2024

Article 13F. Cremations

15 - Cemetery Ordinance Text Amendment Proposal

Last modified: 6/6/2024

AN ORDINANCE PROVIDING FOR THE CREATION OF A CEMETERY COMMISSION, AUTHORIZATION FOR THE LEVY OF A SPECIAL TAX FOR CEMETERY PURPOSES, AND EMPOWERING THE CEMETERY COMMISSION WITH THE RESPONSIBILITY FOR ESTABLISHING RULES AND REGULATIONS GOVERNING THE OPERATION OF THE CEMETERY FOR THE CITY OF SALUDA.

AUTHORITY: G.S.65-37 et seq., G.S. Article 17, G.S. 160A-341 et seq. **Amended 2-13-2017**

Section I. Saluda Cemetery Commission Created.

There is hereby created, for the City of Saluda, a cemetery commission to be known as the "Saluda Cemetery Commission,"

Section II. Membership, Terms, Procedure.

The Saluda Cemetery Commission shall consist of three (3) members to be appointed by the Board of Commissioners of the City of Saluda. The membership shall include one member of the Board of Commissioners of the City of Saluda to serve as Chairman of the Commission. The remaining two (2) members shall serve at the discretion of the Board of Commissioners of the City of Saluda. Vacancies arising from replacement or resignation shall be filled as soon as practical by the Board of Commissioners of the City of Saluda. Members shall serve without compensation, shall adopt appropriate rules and regulations governing its procedures, shall designate one of its members as secretary and shall meet as required.

Section III. Commission to Supervise and Maintain Cemetery.

The Cemetery Commission shall have full charge of all cemetery property owned or controlled by the City of Saluda and shall be charged with the duty of supervising and maintaining such properties. The Cemetery Commission is authorized, with the approval of the Board of Commissioners of the City of Saluda to acquire such additional property as deemed necessary for cemetery purposes.

Section IV. Right to Accept Property for Use as Cemetery.

The commission shall have the right to accept any grant, lease, loan, or gift of real estate, or any gift or bequest of money, or any donation to be applied, principal or interest, for the use, maintenance and perpetual care of any cemetery owned or controlled by the City of Saluda or for the acquisition of additional property for cemetery purposes as provided herein,

Section V. Tax Levy For Cemetery Maintenance.

The Board of Commissioners of the City of Saluda is authorized to levy, at its discretion, a special tax not to exceed twenty cents (\$.20) per \$100. valuation of taxable property for the maintenance and special care of cemeteries owned or controlled by the City of Saluda. The proceeds from any such levy of the special tax shall be deposited in the depository of the City of Saluda designed for the sole purpose as heretofore stated.

Section VI. Fees.

Section VI a. Grave Space.

The fee for purchasing each designated cemetery space shall be an amount to be determined, from time to time, by the City Commissioners of the City of Saluda. The fee for purchasers residing outside the Corporate limits of the City of Saluda shall be an amount equaled to 50% more than for purchasers residing inside the Corporate limits of the City of Saluda. Residency is determined by the location of the dwelling place of the purchaser at the time of purchase. Current fees shall be established, published and made available to the general public on a timely basis through normal communication channels.

Section VI b. Payment in Full.

Any and all fees associated with the purchase of any grave space shall be paid in full prior to actual interment. No space may be purchased on an installment basis due to the amount of bookkeeping involved with such purchases. **Amended 2-13-2017**

Section VI c. Indigent Interment. Amended 2-13-2017

In those rare cases where it can be determined, by the members of the Cemetery Commission, after consultation with the Mayor, that a resident of the City of Saluda or the guardian of a resident of the City of Saluda, is indigent, has no assets and is otherwise incapable of purchasing a cemetery space, a space may be furnished for a charge negotiated by the three members of the Cemetery Commission with the prospective purchaser. The Cemetery Commission shall make appropriate documentation available, in writing, to the Mayor and the City Commissions at the next regularly scheduled City meeting.

Section VII. Rules and Regulations Governing Interment & Exhumation. Amended 2-13-2017

- a. No grave space shall be opened and no interment made until such time as a permit has been issued by the City Clerk. **Amended 2-13-2017**
- b. No grave space shall be opened for the purpose of exhumation until such time as a permit has been issued by the City Clerk.
- c. Any interment, with the exception of interment of cremated remains, must be accomplished by a qualified agency licensed by the State of North Carolina to provide such service. Interment of cremated remains may be accomplished by family members provided the necessary permits have been obtained. **Amended 2-13-2017**
- d. Exhumation may be accomplished only by an agency licensed by the State of North Carolina to provide such service.
- e. No more than one body per grave site shall be permitted except in the event of accidental multiple deaths involving members of the same family. In the event of such a disaster, a maximum of two bodies may be interred in the same grave site.
- f. In the event of cremation, a maximum of two cremation urns or one body and one cremation urn may be interred in the same grave site. When a body and a cremation urn are interred in the same grave site, the cremation urn is to be interred either at the head or feet of the body. **Amended 2-13-2017**
- g. Interment shall be allowed only between the hours of 9:00AM to 4:00PM daily. **Amended 2-13-2017**
- h. Grave Specifications — The width of any grave shall be not less than three inches greater than the width of the grave liner on either side. The depth of any grave shall be limited to a maximum of 72 inches. A minimum of 24 inches of soil shall be placed over the liner and the grave made approximately level with the lot. Grave sites will be seeded or covered with sod as conditions allow. A minimum of (6) six inches of soil shall be placed over a cremation urn or cremation urn liner if used. **Amended 2-13-2017**
- i. Grave liners — Concrete, steel, or fiberglass grave liners shall be used for all burials. Liners constructed of wood or other materials, designed for short time use, shall not be permitted. This requirement may be waived by the Cemetery Commission, after consultation with the Mayor, in the event of space provided for burial of the indigent. A liner shall not be required for the burial of cremation urns.
- j. **Maintenance of Lots- Amended 5-9-11**

Maintenance of Lots. It shall be unlawful to place or cause to be place on any lot in a cemetery owned or controlled by the City of Saluda any stone, planting or obstacle other than an approved marker or monument, provided, however, that the Board of Commissioners shall have discretion to allow trees, shrubs or other plantings

or benches or other features on grave sites where no remains are interred. Placing of a coping or other enclosure, of any kind, around a lot or lots shall not be permitted. Requests for boundary markers shall be made to the City Clerk and actual setting shall be made by city maintenance workers. Mowing, seeding, and maintenance shall be performed by city maintenance workers.

k. Floral Arrangements. Floral arrangements may be placed on grave sites provided they are placed in either vases which are part of a memorial, are in a metallic flower vase, or are in a concrete floral vase designed for that purpose. No glass vases shall be allowed due to the possibility of injury to either visitors or maintenance personnel. Items deemed to be unsightly, inappropriate, or offensive shall be removed without notice and the City shall not be responsible for the loss or destruction of same. Arrangements shall be limited to one per grave site. The City reserves the right to remove all arrangements as they become wilted, impaired, or unsightly and shall not be liable for floral pieces, baskets or frames in which or to which such arrangements are placed or attached. The City shall not be responsible for lost, misplaced, broken, or damage to any floral arrangements or memorials which may be caused by the elements, thieves, vandals, or any other causes, regardless of the source.

l. Memorials Allowed, - A single grave shall be allowed one headstone and one marker. The headstone shall not exceed 42 inches in length, including the base, 36 inches in total height, and 16 inches in width at the base. A marker shall not exceed 24 inches in length, 12 inches in depth, and shall be installed flush with the surface of the ground.

A lot consisting of four or less graves shall be allowed one family monument in lieu of any headstones. In addition, one marker, with dimensions as indicated above, shall be allowed for each grave space. The family monument shall not exceed 60 inches in length, 36 inches in height, and 16 inches in width at the base. A lot consisting of five or more graves shall be allowed one family monument in lieu of any headstones. The size of the family monument on a lot consisting of five or more graves shall be limited to a length of 72 inches, 36 inches in height and 16 inches in width at the base.

Adoption of these limitations do not affect the size of any memorials installed prior to the date of such adoption.

m. Manner of Installation. All memorials shall be installed on sound foundations. The foundation shall be as long and as wide as the memorial base and shall extend to the top of the grave liner. In all cases, the foundation shall be installed in such a manner as to prevent sinking or movement of said memorial.

n. Installer Responsibility. Persons or firms installing memorials shall be responsible for installing All memorials as prescribed above. All debris associated with any installation shall be cleared from The site upon completion of any installation. Repairs necessary due to sinking, moving memorials, or any other causes, must be accomplished within fifteen (15) days of request to prevent the possible withholding of permission for further installation until corrective action is completed.

o. Record Keeping. The city clerk shall maintain a record of all interment and removals. The record shall provide the name of the cemetery, section, lot number, size and location of graves on the lot, the name of the deceased and the date of such action. **Amended 2-13-2017**

p. Change of Ownership. Should a change in ownership occur, in any cemetery owned or controlled by the City of Saluda, both the Seller and the Buyer shall bear equal responsibility to advise the City Clerk, in order to maintain adequate and proper records. Improper notification may result in possible delay or refusal of use for anyone other than the original owner.

q. Defacing of Property. It shall be unlawful for any person to injure, or deface, in any way, any well, pump, building, tombstone, monument, seat, bench, chair, railing, roadway, enclosure, tree, shrub, vine, bulb, flower or other thing placed, put or growing in any cemetery owned or controlled by the City of Saluda.

r. Conduct in Cemetery. No person shall use any cemetery or graveyard in the City as a playground,

for loafing, as a parking place, for making loud noises of any kind, use of fowl or profane language, make any indecent exposure of the person, or commit any other indecent act therein. Use of the roadway through the cemetery as a walking or hiking trail by responsible persons is permitted.

s. City liability, The City of Saluda shall exercise reasonable care to insure reasonable care during interment or removal but it shall have no liability for damage to any body, casket or burial case or urn incurred during such interment or removal. The City shall not be held responsible for any order given by telephone or for any mistake occurring from the absence of written, precise and proper instructions as to the particular space, size and location in a plot where interment is desired. The City reserves and shall have the right to correct any errors that may be made by it, either in permitting interment, disinterment, or removal or in the description, transfer, or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible or as may be selected by the City or in the sole discretion of the City by refunding the amount of money paid by the purchaser. In the event such an error should result in the interment of the remains of any person other than the remains of the person intended, the City reserves and shall have the right to correct the error by removal of the remains to such other property of equal value and similar location as may be deemed appropriate. The City shall also have the right and opportunity to correct any other errors for which it may be legally responsible and when so corrected, no claim shall lie against it on account thereof. **Amended 2-13-2017**

t. This ordinance supersedes all previous ordinances, rules, regulations, guidelines, etc., written prior to the adoption of this ordinance.

(Ord. 0-99-03, Adopted 10-4-99; Am. Ord. 0-11-03, Amended 5-9-11, Amended 2-13-2017)

ATTEST:

APPROVED:

By: _____

By: _____

Tola Ellis, Clerk

Fred Baisden, Mayor

APPROVED AS TO FORM

By: _____

Jana Berg, City Attorney

Article 13F.

Cremations.

§ 90-210.120. Short title.

This Article shall be known and may be cited as the North Carolina Crematory Act. (1989 (Reg. Sess., 1990), c. 988, s. 1; 2003-420, s. 2.)

§ 90-210.121. Definitions.

As used in this Article, unless the context requires otherwise:

- (1) "Authorizing agent" means a person legally entitled to authorize the cremation of human remains in accordance with G.S. 90-210.124.
- (2) "Board" means the North Carolina Board of Funeral Service.
- (3) "Body parts" means limbs or other portions of the anatomy that are removed from a person or human remains for medical purposes during treatment, surgery, biopsy, autopsy, or medical research; or human bodies or any portion thereof that have been donated to science for medical purposes.
- (4) "Casket" means a rigid container that is designed for the encasement of human remains and that is usually constructed of wood, metal, or other material and ornamented and lined with fabric, and which may or may not be combustible.
- (5) "Certificate of cremation" means a certificate provided by the crematory manager who performed the cremation containing, at a minimum, the following information:
 - a. Name of decedent;
 - b. Date of cremation;
 - c. Name and address of crematory; and
 - d. Signature of crematory manager or person acting as crematory manager.
- (6) "Cremated remains" means all human remains recovered after the completion of the cremation process, including pulverization which leaves only bone fragments reduced to unidentifiable dimensions.
- (7) "Cremation" means the technical process, using intense heat and flame, that reduces human remains to bone fragments. Cremation includes the processing and may include the pulverization of the bone fragments.
- (8) "Cremation chamber" means the enclosed space within which the cremation process takes place. Cremation chambers covered by this Article shall be used exclusively for the cremation of human remains.
- (9) "Cremation container" means the container in which the human remains are transported to the crematory or placed therein upon arrival for storage and placement in a cremation chamber for cremation. A cremation container shall comply with all of the following standards:
 - a. Be composed of readily combustible materials suitable for cremation;
 - b. Be able to be closed in order to provide a complete covering for the human remains;
 - c. Be resistant to leakage or spillage;
 - d. Be rigid enough for handling with ease;
 - e. Be able to provide protection for the health, safety, and personal integrity of crematory personnel; and

- f. Be easily identifiable. The covering of the cremation container shall contain the following information:
 - 1. The name of the decedent;
 - 2. The date of death;
 - 3. The sex of the decedent; and
 - 4. The age at death of the decedent.
- (10) "Cremation interment container" means a rigid outer container composed of concrete, steel, fiberglass, or some similar material in which an urn is placed prior to being interred in the ground and which is designed to withstand prolonged exposure to the elements and to support the earth above the urn.
- (11) "Crematory" or "crematorium" means the building or buildings or portion of a building on a single site that houses the cremation equipment, the holding and processing facilities, the business office, and other parts of the crematory business. A crematory must comply with all applicable public health and environmental laws and rules and must contain the equipment and meet all of the standards established by the rules adopted by the Board.
- (12) "Crematory licensee" means the individual or legal entity that is licensed by the Board to operate a crematory and perform cremations.
- (13) "Crematory manager" means the person who is responsible for the management and operation of the crematory. A crematory manager must either be licensed to practice funeral directing or funeral service and be qualified as a crematory technician or must obtain a crematory manager permit issued by the Board. In order to receive a crematory manager permit, a person must:
 - a. Be at least 18 years of age.
 - b. Be of good moral character.
 - c. Be qualified as a crematory technician.

Notwithstanding any other provision of law, a crematory that is licensed by the Board prior to January 1, 2004, and as of that date is not managed by a crematory manager who is licensed to practice funeral directing or funeral service, or who has a crematory manager permit, may continue to be managed by a crematory manager who is not licensed to practice funeral directing or funeral service or who does not have a crematory manager permit so long as there is no sale, transfer, devise, gift, or any other disposal of a controlling interest in the crematory.
- (13a) "Cremation society" means any person, firm, corporation, or organization that is affiliated with a crematory licensed under this Article and provides cremation information to consumers.
- (14) "Crematory technician" means any employee of a crematory licensee who has a certificate confirming that the crematory technician has attended a training course approved by the Board. The Board shall recognize the cremation certificate program that is conducted by the Cremation Association of North America (CANA).
- (15) "Final disposition" means the cremation and the ultimate interment, entombment, inurement, or scattering of the cremated remains or the return of the cremated remains by the crematory licensee to the authorizing agent or such

agent's designee as provided in this Article. Upon the written direction of the authorizing agent, cremated remains may take various forms.

- (16) "Holding and processing facility" means an area or areas that are designated for the retention of human remains prior to, and the retention and processing of cremated remains after, cremation; that comply with all applicable public health and environmental laws; preserve the health and safety of the crematory technician and other personnel of the crematory; and that are secure from access by anyone other than authorized persons. A holding facility and processing facility must be located in a crematory.
- (17) "Human remains" means the body of a deceased person, including a separate human fetus, regardless of the length of gestation, or body parts.
- (17a) "Initial container" means a receptacle for cremated remains, for which the intended use and design is to hold cremated remains, usually composed of cardboard, plastic, or similar material that can be closed in a manner so as to prevent the leakage or spillage of the cremated remains or the entrance of foreign material and is a single container of sufficient size to hold the cremated remains.
- (18) "Niche" means a compartment or cubicle for the memorialization or final disposition of an urn or container containing cremated remains.
- (19) "Processing" means the removal of bone fragments from the cremation chamber for the reduction in size, labeling and packaging, and placing in an urn or initial container.
- (20) "Pulverization" means the reduction of identifiable or unidentifiable bone fragments after the completion of the cremation to granulated particles by mechanical means.
- (21) "Scattering area" means an area permitted by North Carolina law including, but not limited to, an area designated by a cemetery and located on dedicated cemetery property where cremated remains that have been removed from their container can be mixed with or placed on top of the soil or ground cover.
- (22) Repealed by Session Laws 2007-531, s. 18, effective August 31, 2007.
- (23) "Urn" means a receptacle designed to permanently encase the cremated remains. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 16; 2003-420, s. 2; 2007-531, s. 18; 2011-284, s. 64.)

§ 90-210.122. Crematory Authority established.

(a) The North Carolina Crematory Authority is established as a Committee within the Board. The Crematory Authority shall suggest measures to the Board for the carrying out and enforcement of the provisions of this Article.

(b) The Crematory Authority shall initially consist of five members appointed by the Governor and two members of the Board appointed by the Board. The Governor may consider a list of recommendations from the Cremation Association of North Carolina.

(c) The initial terms of the members of the Crematory Authority shall be staggered by the appointing authorities so that the terms of three members (two of which shall be appointees of the Governor) expire December 31, 1991, the terms of two members (both of which shall be appointees of the Governor) expire December 31, 1992, and the terms of the remaining two members (one of which shall be an appointee of the Governor) expire December 31, 1993.

As the terms of the members appointed by the Governor expire, their successors shall be elected from among a list of nominees in an election conducted by the Board in which all licensed crematory operators are eligible to vote. The Board shall conduct the election for members of the Crematory Authority and shall prescribe the procedures and establish the time and date for nominations and elections to the Crematory Authority. A nominee who receives a majority of the votes cast shall be declared elected. The Board shall appoint the successors to the two positions for which it makes initial appointments pursuant to this section.

The terms of the elected members of the Crematory Authority shall be three years. The terms of the members appointed by the Board, including the members initially appointed pursuant to this subsection, shall be coterminous with their terms on the Board. Any vacancy occurring in an elective seat shall be filled for the unexpired term by majority vote of the remaining members of the Crematory Authority. Any vacancy occurring in a seat appointed by the Governor shall be filled by the Governor. Any vacancy occurring in a seat appointed by the Board shall be filled by the Board.

(d) The members of the Crematory Authority shall receive per diem and necessary travel and subsistence expenses in accordance with the provisions of G.S. 93B-5 for all time actually spent upon the business of the Crematory Authority. All expenses, salaries and per diem provided for in this Article shall be paid from funds received and shall in no manner be an expense to the State.

(e) The Crematory Authority shall select from its members a chairman, a vice chairman and a secretary who shall serve for one year or until their successors are elected and qualified. No two offices may be held by the same person. The Crematory Authority, with the concurrence of the Board, shall have the authority to engage adequate staff as deemed necessary to perform its duties.

(f) The Crematory Authority shall hold at least one meeting in each year. In addition, the Crematory Authority may meet as often as the proper and efficient discharge of its duties shall require. Four members shall constitute a quorum. (1989 (Reg. Sess., 1990), c. 988, s. 1; 2003-420, s. 2; 2007-531, s. 19.)

§ 90-210.123. Licensing and inspection.

(a) Any person doing business in this State, or any cemetery, funeral establishment, corporation, partnership, joint venture, voluntary organization, or any other entity may erect, maintain, and operate a crematory in this State and may provide the necessary employees, facilities, structure, and equipment for the cremation of human remains, provided that the person or entity has secured a license as a crematory licensee in accordance with this Article.

(b) A crematory may be constructed on or adjacent to any cemetery, on or adjacent to any funeral establishment that is zoned commercial or industrial, or at any other location consistent with local zoning and environmental regulations.

(c) Application for a license as a crematory licensee shall be made on forms furnished and prescribed by the Board. The Board shall inspect the premises, facilities, structure, and equipment to be used as a crematory, confirm that the crematory manager's and crematory technician's educational certificate is valid, and issue a renewable license to the crematory licensee if the applicant meets all the requirements and standards of the Board and the requirements of this Article.

(d) Every application for licensure shall identify the crematory manager and all crematory technicians employed by the crematory licensee providing that nothing in this Article shall prohibit the designation and identification by the crematory licensee of one individual to serve as a

crematory manager and crematory technician. Each crematory licensed in North Carolina shall employ on a full-time basis at least one crematory technician. Every application for licensure and renewal thereof shall include all crematory technicians' educational certificates. The crematory licensee shall keep the Board informed at all times of the names and addresses of the crematory manager and all crematory technicians. In the event a licensee is in the process of replacing its only crematory technician at the time of license renewal, the licensee may continue to operate the crematory for a reasonable time period not to exceed 180 days.

(di) Crematory licensees that offer at-need cremation goods and services to the public shall comply with the standards set forth in Funeral Industry Practices, 16 C.F.R. § 453 (1984), as amended.

(e) All licenses and permits shall expire on the last day of December of each year. On or after February 1, a license or permit may be renewed by paying a late fee as provided in G.S. 90-210.132 in addition to the annual renewal fee. Licenses and permits that remain expired six months or more require a new application for renewal. Licenses and permits are not transferable. A new application for a license or permit shall be made to the Board within 30 days following a change of ownership of more than fifty percent (50%) of the business.

(f) No person, cemetery, funeral establishment, corporation, partnership, joint venture, voluntary organization, or any other entity shall cremate any human remains, except in a crematory licensed for this express purpose and operated by a crematory licensee subject to the restrictions and limitations of this Article or unless otherwise permitted by statute.

(g) Whenever the Board finds that an owner, partner, crematory manager, member, officer, or any crematory technician of a crematory licensee or any applicant to become a crematory licensee, or that any authorized employee, agent, or representative has violated any provision of this Article, or is guilty of any of the following acts, and when the Board also finds that the crematory operator or applicant has thereby become unfit to practice, the Board may suspend, revoke, or refuse to issue or renew the license, in accordance with Chapter 150B of the General Statutes:

- (1) Conviction of a felony or a crime involving fraud or moral turpitude.
- (1a) Denial, suspension, or revocation of an occupational or business license by another jurisdiction.
- (2) Fraud or misrepresentation in obtaining or renewing a license, in the practice of cremation, or in the operation of a licensee's business.
- (3) False or misleading advertising.
- (4) Solicitation of dead human bodies by the licensee, his agents, assistants, or employees; but this subdivision shall not be construed to prohibit general advertising by the licensee.
- (5) Employment directly or indirectly of any agent, assistant, or other person on a part-time or full-time basis or on commission for the purpose of calling upon individuals or institutions by whose influence dead human bodies may be turned over to a particular licensee.
- (6) The direct or indirect payment or offer of payment of a commission by the licensee or the licensee's agent, assistant, or employees for the purpose of securing business.
- (7) Gross immorality, including being under the influence of alcohol or drugs while performing cremation services.

- (8) Aiding or abetting an unlicensed person to perform services under this Article, including the use of a picture or name in connection with advertisements or other written material published or caused to be published by the licensee.
- (9) Failing to treat a dead human body with respect at all times.
- (10) Violating or cooperating with others to violate any of the provisions of this Article or of the rules of the Board or violation of Funeral Industry Practices, 16 C.F.R. § 453 (1984), as amended.
- (11) Violation of any State law or municipal or county ordinance or regulation affecting the handling, custody, care, or transportation of dead human bodies.
- (12) Refusing to surrender promptly the custody of a dead human body or cremated remains upon the express order of the person lawfully entitled to the custody thereof, except as provided in G.S. 90-210.131(e).
- (13) Indecent exposure or exhibition of a dead human body while in the custody or control of a licensee.
- (14) Practicing funeral directing, embalming, or funeral service without a license.
- (15) Allowing anyone other than a licensee of the Board or a crematory technician to perform a cremation.

In any case in which the Board is authorized to take any of the actions permitted under this subsection, the Board may instead accept an offer in compromise of the charges whereby the accused shall pay to the Board a penalty of not more than five thousand dollars (\$5,000).

(h) Where the Board finds a licensee is guilty of one or more of the acts or omissions listed in subsection (g) of this section but it is determined by the Board that the licensee has not thereby become unfit to practice, the Board may place the licensee on a term of probation in accordance with the procedures set out in Chapter 150B of the General Statutes. In any case in which the Board is entitled to place a licensee on a term of probation, the Board may also impose a penalty of not more than five thousand dollars (\$5,000) in conjunction with the probation. The Board may determine the length and conditions of any period of probation, suspension, revocation, or refusal to issue or renew a license.

(i) The Board may hold hearings in accordance with the provisions of this Article and Article 3A of Chapter 150B of the General Statutes. The Board is empowered to regulate and inspect crematories and crematory licensees and to enforce as provided by law the provisions of this Article and the rules adopted hereunder. Any crematory that, upon inspection, is found not to meet any of the requirements of this Article shall pay a reinspection fee to the Board for each additional inspection that is made to ascertain whether the deficiency or other violation has been corrected. The Board may obtain preliminary and final injunctions whenever a violation of this Article has occurred or threatens to occur. The Board may enforce compliance with the standards set forth in Funeral Industry Practices, 16 C.F.R. § 453 (1984), as amended, and in accordance with subsection (di) of this section.

In addition to the powers enumerated in Chapter 150B of the General Statutes, the Board shall have the power to administer oaths and issue subpoenas requiring the attendance of persons and the production of papers and records before the Board in any hearing, investigation, or proceeding conducted by it. Members of the Board's staff or the sheriff or other appropriate official of any county of this State shall serve all notices, subpoenas, and other papers given to them by the President of the Board for service in the same manner as process issued by any court of record. Any person who neglects or refuses to obey a subpoena issued by the Board shall be guilty of a Class 1

misdemeanor. (1989 (Reg. Sess., 1990), c, 988, s. 1; 1993, c, 539, s. 639; 1997-399, s. 17; 2003-420, s. 2; 2007-531, ss. 20, 21; 2018-78, s, 14; 2019-207, s. 1(c), (d).)

§ 90-210.124. Authorizing agent.

(a) The following person, in the priority list below, shall have the right to serve as an "authorizing agent":

- (1) An individual at least 18 years of age may authorize the type, place, and method of disposition of the individual's own dead body by methods provided under G.S. 130A-420(a). An individual may delegate his or her right to dispose of his or her own body to any person by one of the methods provided under G.S. 130A-420(al). When an individual has authorized his or her own cremation and disposition in accordance with this subsection, the individual or institution designated by that individual shall act as the authorizing agent for that individual.
- (2) If a decedent has left no written authorization for the cremation and disposition of the decedent's body as permitted under subdivision (1) of this subsection, the following competent persons in the order listed may authorize the type, method, place, cremation, and disposition of the decedent's body:
 - a. The surviving spouse.
 - b. A majority of the surviving children who are at least 18 years of age and can be located after reasonable efforts.
 - c. The surviving parents.
 - d. A majority of the surviving siblings who are at least 18 years of age and can be located after reasonable efforts.
 - e. A majority of the persons in the classes of the next degrees of kinship, in descending order, who, under State law, would inherit the decedent's estate if the decedent died intestate who are at least 18 years of age and can be located after reasonable efforts.
 - f. A person who has exhibited special care and concern for the decedent and is willing and able to make decisions about the cremation and disposition.
 - g. In the case of indigents or any other individuals whose final disposition is the responsibility of the State or any of its instrumentalities, a public administrator, medical examiner, coroner, State-appointed guardian, or any other public official charged with arranging the final disposition of the decedent may serve as the authorizing agent.
 - h. In the case of individuals who have donated their bodies to science or whose death occurred in a nursing home or private institution and in which the institution is charged with making arrangements for the final disposition of the decedent, a representative of such institution may serve as the authorizing agent in the absence of any of the above.
 - i. In the absence of any of the above, any person willing to assume responsibility as authorizing agent, as specified in this act.

This subsection does not grant to any person the right to cancel a preneed funeral contract executed pursuant to Article 13D of Chapter 90 of the General Statutes or to cause or prohibit the substitution of a preneed licensee as authorized under G.S. 90-210.63 or permit modification of

preneed contracts under G.S. 90-210.63A. If a person under this subsection is incompetent at the time of the decedent's death, the person shall be treated as if he or she predeceased the decedent. An attending physician may certify the incompetence of a person and the certification shall apply to the rights under this subsection only. Any person under this subsection may waive his or her rights under this subsection by any written statement notarized by a notary public or signed by two witnesses.

(b) A person who does not exercise his or her right to dispose of the decedent's body under subdivision (a)(2) of this section within five days of notification or 10 days from date of death, whichever is earlier, shall be deemed to have waived his or her right to authorize disposition of the decedent's body or to contest disposition in accordance with this section. Pursuant to G.S. 130A-415(c) or (j), upon such a waiver, and upon the Commissioner of Anatomy declining or failing to request delivery of the dead body, the director of social services having the duty to dispose of the human remains shall become vested with all interests and rights to the dead body and shall authorize and arrange for disposition, including cremation.

(c) An individual at least 18 years of age may, in a writing signed by the individual, authorize the cremation and disposition of one or more of the individual's body parts that has been or will be removed. If the individual does not authorize the cremation and disposition, a person listed in subdivision (a)(2) of this section may authorize the cremation and disposition as if the individual were deceased.

(d) This section does not apply to the disposition of dead human bodies as anatomical gifts under Part 3A of Article 16 of Chapter 130A of the General Statutes or the right to perform autopsies under Part 2 of Article 16 of Chapter 130A of the General Statutes. (2003-420, s. 2; 2007-531,s.22;2008-153,s.5;2010-191,s.2;2018-78,s. 15.)

§ 90-210.125. Authorization to cremate.

(a) A crematory licensee shall not cremate human remains until it has received a cremation authorization form signed by an authorizing agent. The cremation authorization form shall be prescribed by the Board and shall contain at a minimum the following information:

- (1) The identity of the human remains and confirmation that the human remains are in fact the individual so named.
- (2) The time and date of death of the decedent.
- (3) The name and address of the funeral establishment and/or the funeral director that obtained the cremation authorization.
- (4) The name and address of the crematory to be in receipt of the human remains for the purpose of cremation.
- (5) The name and address of the authorizing agent, the relationship between the authorizing agent and the decedent, and the date and time of signature of the authorizing agent.
- (6) A representation that the authorizing agent does in fact have the right to authorize the cremation of the decedent and that the authorizing agent is not aware of any living person who has a superior priority right to that of the authorizing agent, as set forth in G.S. 90-210.124. Or, in the event that there is another living person who does have a superior priority right to that of the authorizing agent, a representation that the authorizing agent has made all reasonable efforts to contact such person, has been unable to do so, and has no

reason to believe that such person would object to the cremation of the decedent.

- (7) A representation that the authorizing agent has either disclosed the location of all living persons with an equal right to that of the authorizing agent, as set forth in G.S. 90-210.124, or does not know the location of any other living person with an equal right to that of the authorizing agent.
- (8) Authorization for the crematory to cremate the human remains, including authorization to process or pulverize the cremated remains.
- (9) A representation that the human remains do not contain a pacemaker that is not approved for cremation by the pacemaker's manufacturer or proper regulating agency or any other material or implant that may be potentially hazardous to the person performing the cremation.
- (10) The name of the person authorized to receive the cremated remains from the crematory licensee.
- (11) The manner in which final disposition of the cremated remains is to take place, if known. If the cremation authorization form does not specify final disposition in a grave, crypt, niche, or scattering area, then the form shall indicate that the cremated remains will be held by the crematory licensee for 30 days before they are disposed of, unless they are received from the crematory licensee prior to that time, in person, by the authorizing agent or his designee.
- (12) The signature of the authorizing agent attesting to the accuracy of all representations contained on the cremation authorization form, except as set forth in subsection (b) of this section.
- (13) If a cremation authorization form is being executed on a preneed basis, the cremation authorization form shall contain the disclosure required by G.S. 90-210.126. The authorizing agent may specify in writing religious practices that conflict with Article 13 of this Chapter. The crematory licensee and funeral director shall observe those religious practices except where they interfere with cremation in a licensed crematory as specified under G.S. 90-210.123 or the required documentation and record keeping.
- (14) A licensed funeral director of the funeral establishment or crematory licensee that received the cremation authorization form shall also sign the cremation authorization form. Such individual shall not be responsible for any of the representations made by the authorizing agent, unless such individual has actual knowledge to the contrary, except for the information requested by subdivisions (a)(1), (2), (3), (4), and (9) of this section, which shall be considered to be representations of the individual. In addition, the funeral director shall warrant to the crematory that the human remains delivered to the crematory licensee are the human remains identified on the cremation authorization form with any other documentation required by this State, any county, or any municipality.

(b) An authorizing agent who signs a cremation authorization form shall be deemed to warrant the truthfulness of any facts set forth on the cremation authorization form, including that person's authority to order the cremation, except for the information required by subdivisions (a)(4) and (9) of this section, unless the authorizing agent has actual knowledge to the contrary. An authorizing agent signing a cremation authorization form shall be personally and individually liable for all damages occasioned thereby and resulting therefrom.

(c) A crematory licensee shall have the legal right to cremate human remains upon the receipt of a cremation authorization form signed by an authorizing agent. There shall be no liability for a crematory licensee that cremates human remains pursuant to such authorization, or that releases or disposes of the cremated remains pursuant to such authorization, except for such crematory licensee's gross negligence, provided that the crematory licensee performs such functions in compliance with the provisions of this Article. There shall be no liability for a funeral establishment or licensee thereof that causes a crematory licensee to cremate human remains pursuant to such authorization, except for gross negligence, provided that the funeral establishment and licensee thereof and crematory licensee perform their respective functions in compliance with the provisions of this section.

(d) After the authorizing agent has executed a cremation authorization form and prior to the commencement of the cremation, the authorizing agent may revoke the authorization and instruct the crematory licensee to cancel the cremation and to release or deliver the human remains to another crematory licensee or funeral establishment. Such instructions shall be provided to the crematory licensee in writing. A crematory licensee shall honor any instructions given to it by an authorizing agent under this section, provided that it receives such instructions prior to commencement of the cremation of the human remains. (2003-420, s. 2; 2018-78, s. 16.)

§ 90-210.126. Preneed cremation arrangements.

(a) Any person, on a preneed basis, may authorize the person's own cremation and the final disposition of the person's cremated remains by executing, as the authorizing agent, a cremation authorization form on a preneed basis and having the form signed by two witnesses. The person shall retain a copy of this form, and a copy shall be sent to the funeral establishment and/or the crematory licensee. Any person shall have the right to transfer or cancel this authorization at any time prior to the person's death by destroying the executed cremation authorization form and providing written notice to the party or parties that received the cremation authorization form.

(b) Any cremation authorization form executed by an individual as the individual's own authorizing agent on a preneed basis shall contain the following disclosure, which shall be completed by the authorizing agent:

I I I do not wish to allow any of my survivors the option of canceling my cremation and selecting alternative arrangements, regardless of whether my survivors deem such a change to be appropriate.

I I I wish to allow only the survivors whom I have designated below the option of canceling my cremation and selecting alternative arrangements or continuing to honor my wishes for cremation and purchasing services and merchandise if they deem such a change to be appropriate.

(c) Except as provided in subsection (b) of this section, at the time of the death of a person who has executed, as the authorizing agent, a cremation authorization form on a preneed basis, any person in possession of the executed form, and any person charged with making arrangements for the disposition of the decedent's human remains who has knowledge of the existence of the executed form, shall use the person's best efforts to ensure that the decedent's human remains are cremated and that the final disposition of the cremated remains is in accordance with the instructions contained on the cremation authorization form.

(d) If a crematory licensee is in possession of a completed cremation authorization form, executed on a preneed basis, and the crematory licensee is in possession of the designated human remains, then the crematory licensee shall be required to cremate the human remains and dispose

of the human remains according to the instructions contained on the cremation authorization form. A crematory licensee that complies with the preneed cremation authorization form under these circumstances may do so without any liability. A funeral establishment or licensee thereof that causes a crematory licensee to act in accordance with the preneed cremation authorization form under these circumstances may do so without any liability.

(e) Any preneed contract sold by, or preneed arrangements made with, a funeral establishment that includes a cremation shall specify the final disposition of the cremated remains, pursuant to G.S. 90-210.130. In the event that no different or inconsistent instructions are provided to the crematory licensee by the authorizing agent at the time of death, the crematory licensee shall be authorized to release or dispose of the cremated remains as indicated in the preneed agreement. Upon compliance with the terms of the preneed agreement, the crematory licensee, and any funeral establishment or licensee thereof who caused the crematory licensee to act in compliance with the terms of the preneed agreement, shall be discharged from any legal obligation concerning such cremated remains.

(f) The provisions of this section shall not apply to any cremation authorization form or preneed contract executed prior to the effective date of this act. Any funeral establishment, however, with the written approval of the authorizing agent or person who executed the preneed contract, may designate that such cremation authorization form or preneed contract shall be subject to this act. (2003-420, s. 2.)

§ 90-210.127. Record keeping.

(a) The crematory licensee shall furnish to the person who delivers such human remains to the crematory licensee a receipt, signed by both the crematory licensee and the person who delivers the human remains, showing the date and time of the delivery; the type of casket or cremation container that was delivered; the name of the person from whom the human remains were received and the name of the funeral establishment or other entity with whom such person is affiliated; the name of the person who received the human remains on behalf of the crematory licensee; and the name of the decedent. The crematory licensee shall retain a copy of this receipt in its permanent records for three years.

(b) Upon its release of cremated remains, the crematory licensee shall furnish to the person who receives such cremated remains from the crematory licensee a receipt, signed by both the crematory licensee and the person who receives the cremated remains, showing the date and time of the release; the name of the person to whom the cremated remains were released and the name of the funeral establishment, cemetery, or other entity with whom such person is affiliated; the name of the person who released the cremated remains on behalf of the crematory licensee; and the name of the decedent. The crematory shall retain a copy of this receipt in its permanent records for three years.

(c) A crematory licensee shall maintain at its place of business a record of all forms required by the Board of each cremation that took place at its facility for three years.

(d) The crematory licensee shall maintain a record for three years of all cremated remains disposed of by the crematory licensee in accordance with G.S. 90-210.126(d).

(e) Upon completion of the cremation, the crematory licensee shall issue a certificate of cremation.

(f) All records that are required to be maintained under this Article shall be subject to inspection by the Board or its agents upon request. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 18; 2003-420, s. 2.)

§ 90-210.128. Cremation containers.

(a) No crematory licensee shall make or enforce any rules requiring that any human remains be placed in a casket before cremation or that human remains be cremated in a casket, nor shall any crematory licensee refuse to accept human remains for cremation for the reason that they are not in a casket.

(b) No crematory licensee shall make or enforce any rules requiring that any cremated remains be placed in an urn or receptacle designed to permanently encase the cremated remains after the cremation process has been performed. (2003-420, s. 2.)

§ 90-210.129. Cremation procedures.

(a) For any death occurring in North Carolina certified by the attending physician or other person authorized by law to sign a death certificate under the supervision of a physician, the body shall not be cremated before the crematory licensee receives a death certificate signed by the person authorized to sign the death certificate, which shall contain at a minimum the following information:

- (1) Decedent's name;
- (2) Date of death;
- (3) Date of birth;
- (4) Sex;
- (5) Place of death;
- (6) Facility name (if not institution, give street and number);
- (7) County of death;
- (8) City of death; and
- (9) Time of death (if known).

(b) When required by G.S. 130A-388 and the rules adopted pursuant to that section or by successor statute and the rules pursuant to it, a cremation authorization form signed by a medical examiner shall be received by the crematory prior to cremation.

(c) In deaths coming under full investigation by the Office of the Chief Medical Examiner, a burial-transit permit/cremation authorization form must be received by the crematory before cremation.

(c) For any death occurring outside North Carolina, a crematory licensee shall not cremate a dead human body without first obtaining a copy of the burial-transit or disposal permit issued under the law of the state, province, or foreign government in which death or disinterment occurred.

The provisions of this subsection shall not be construed to waive the jurisdiction of the medical examiner or subsection (b) of this section.

(d) No body shall knowingly be cremated with a pacemaker or defibrillator not approved for cremation by the pacemaker's manufacturer or proper regulating agency or other potentially hazardous implant or condition in place. The authorizing agent for the cremation of the human remains shall be responsible for taking all necessary steps to ensure that any pacemaker or defibrillator not approved for cremation by the pacemaker's manufacturer or proper regulating agency or other potentially hazardous implant or condition is removed or corrected prior to cremation. If an authorizing agent informs the funeral director, funeral service licensee, or the crematory licensee, whichever is applicable, on the cremation authorization form of the presence of a pacemaker or defibrillator or other potentially hazardous implant or condition in the human

remains, then the funeral director, funeral service licensee, or the crematory licensee, whichever is applicable or responsible for obtaining the information required to complete the decedent's death certificate, shall also be responsible for ensuring that all necessary steps have been taken to remove the pacemaker or defibrillator or other potentially hazardous implant or to correct the hazardous condition before delivering the human remains to the crematory. Anyone removing a hazardous implanted device or material under this subsection shall comply with the laws and rules governing the handling of such material and with any other regulations enforced by the proper regulating authority.

(e) Human remains shall not be cremated within 24 hours after the time of death, unless such death was a result of an infectious, contagious, or communicable and dangerous disease as listed by the Commission for Public Health, pursuant to G.S. 130A-134, and unless such time requirement is waived in writing by the medical examiner, county health director, or attending physician where the death occurred.

(f) No unauthorized person shall be permitted in view of the cremation chamber or in the holding and processing facility while any human remains are being removed from the cremation container, processed, or pulverized. Relatives of the deceased and their invitees, the authorizing agent and the agent's invitees, medical examiners, Inspectors of the North Carolina Board of Funeral Service, and law enforcement officers in the execution of their duties shall be authorized to have access to the crematory area, subject to the rules adopted by the crematory licensee governing the safety of such individuals.

(g) Human remains shall be cremated only while enclosed in a cremation container. Upon completion of the cremation, and insofar as is possible, all of the recoverable residue of the cremation process shall be removed from the cremation chamber. Insofar as is possible, all residue of the cremation process shall then be separated from any foreign residue or anything else other than bone fragments and then be processed by pulverization so as to reduce the cremated remains to unidentifiable particles. Any foreign residue and anything other than the particles of the cremated remains shall be removed from the cremated remains as far as possible and shall be disposed of by the crematory licensee. This section does not apply where law otherwise provides for commingling of human remains. The fact that there is incidental and unavoidable residue in the cremation chamber used in a prior cremation is not a violation of this subsection.

(h) The simultaneous cremation of the human remains of more than one person within the same cremation chamber is forbidden, provided that the following human remains may be cremated simultaneously upon the express written direction of the authorized agent:

- (1) The human remains of multiple fetuses from the same mother and the same birth.
- (2) The human remains of multiple persons up to the age of one year old from the same mother and the same birth.

(i) Every crematory shall have a holding and processing facility, within the crematory, designated for the retention of human remains prior to cremation. The holding and processing facility must comply with any applicable public health laws and rules and must meet all of the standards established pursuant to rules adopted by the Board.

(i) Crematory licensees shall comply with standards established by the Board for the processing and pulverization of human remains by cremation.

(k) Nothing in this Article shall require a crematory licensee to perform a cremation that is impossible or impractical to perform.

(l) The cremated remains with proper identification shall be placed in an initial container or the urn selected or provided by the authorizing agent. The initial container or urn contents shall not be contaminated with any other object, unless specific authorization has been received from the authorizing agent or as provided in subsection (g) of this section.

(m) If the cremated remains are greater than the dimensions of an initial container or urn, the excess cremated remains shall be returned to the authorizing agent or its representative in a separate container or urn.

(n) If the cremated remains are to be shipped, the initial container or urn shall be packed securely in a suitable shipping container that complies with the requirements of the shipper. Cremated remains shall be shipped only by a method which has an internal tracing system available and which provides a receipt signed by the person accepting delivery, unless otherwise authorized in writing by the authorizing agent. Cremated remains shall be shipped to the proper address as stated on the cremation authorization form signed by the authorizing agent.

(o) Unless the provisions of G.S. 130A-114 apply, before cremation the crematory licensee shall receive a written statement, on a form prescribed by the Board and signed by the attending physician, acknowledging the circumstances, date, and time of the delivery of the fetal remains from the mother. If after reasonable efforts no physician can be identified with knowledge and information sufficient to complete the written statement required by this subsection, the crematory licensee shall obtain documentation of the circumstances, date, and time of delivery of the fetal remains prepared by a hospital, medical facility, law enforcement agency, or other entity. Notwithstanding any other provision of law, health care providers may release to a licensee, in accordance with the federal Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), medical records that document the circumstances, date, and time of delivery of fetal remains. If the crematory licensee cannot identify documents sufficient to meet the requirements of this subsection, the licensee shall report to the local medical examiner pursuant to G.S. 130A-383(a).

(p) If the provisions of Article 4 of Chapter 130A of the General Statutes apply, the crematory licensee shall receive a fetal report of death as prescribed in G.S. 130A-114.

(q) Before the cremation of amputated body parts, the crematory licensee shall receive a written statement, on a form prescribed by the Board and signed by the attending physician, acknowledging the circumstances of the amputation. If after reasonable efforts no physician can be identified with knowledge and information sufficient to complete the written statement required by this subsection, the crematory licensee shall notify the local medical examiner pursuant to G.S. 130A-383(b). This section does not apply to the disposition of body parts cremated pursuant to Part 3A of Article 16 of Chapter 130A of the General Statutes. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 19; 2003-420, s. 2; 2007-182, s. 1.2; 2007-531, s. 23; 2008-153, s. 6; 2018-78, s. 17; 2018-93, s. 2; 2019-207, s. 1(e), (t).)

§ 90-210.130. Final disposition of cremated remains.

(a) The authorizing agent shall provide the person with whom cremation arrangements are made with a signed statement specifying the ultimate disposition of the cremated remains, if known. The crematory licensee may store or retain cremated remains as directed by the authorizing agent. Records of retention and disposition of cremated remains shall be kept by the crematory licensee pursuant to G.S. 90-210.127.

(b) The authorizing agent is responsible for the disposition of the cremated remains. If, after a period of 30 days from the date of cremation, the authorizing agent or the agent's

representative has not specified the final disposition or claimed the cremated remains, the crematory licensee or the person in possession of the cremated remains may release the cremated remains to another family member upon written notification to the authorizing agent delivered by certified mail or dispose of the cremated remains only in a manner permitted in this section. The authorizing agent shall be responsible for reimbursing the crematory licensee for all reasonable expenses incurred in disposing of the cremated remains pursuant to this section. A record of such disposition shall be made and kept by the person making the disposition. Upon disposing of cremated remains in accordance with this section, the crematory licensee or person in possession of the cremated remains shall be discharged from any legal obligation or liability concerning such cremated remains.

(c) In addition to the disposal of cremated remains in a crypt, niche, grave, or scattering garden located in a dedicated cemetery, or by scattering over uninhabited public land, the sea, or other public waterways pursuant to subsection (f) of this section, cremated remains may be disposed of in any manner on the private property of a consenting owner, upon direction of the authorizing agent. If cremated remains are to be disposed of by the crematory licensee on private property, other than dedicated cemetery property, the authorizing agent shall provide the crematory licensee with the written consent of the property owner.

(d) Except with the express written permission of the authorizing agent, no person may:

- 1) Dispose of or scatter cremated remains in such a manner or in such a location that the cremated remains are commingled with those of another person. This subdivision shall not apply to the scattering of cremated remains at sea or by air from individual closed containers or to the scattering of cremated remains in an area located in a dedicated cemetery and used exclusively for such purposes.
- 2) Place cremated remains of more than one person in the same closed container. This subdivision shall not apply to placing the cremated remains of members of the same family in a common closed container designed for the cremated remains of more than one person with the written consent of the family.

(e) Cremated remains shall be released by the crematory licensee to the individual specified by the authorizing agent on the cremation authorization form. The representative of the crematory licensee and the individual receiving the cremated remains shall sign a receipt indicating the name of the deceased, and the date, time, and place of the receipt, and contain a representation that the handling of the final disposition will be in a proper manner. After this delivery, the cremated remains may be transported in any manner in this State, without a permit, and disposed of in accordance with the provisions of this Article.

(f) Cremated remains may be scattered over uninhabited public land, over a public waterway or sea, subject to health and environmental standards, or on the private property of a consenting owner pursuant to subsection (c) of this section. A person may utilize a boat or airplane to perform such scattering. Cremated remains shall be removed from their closed container before they are scattered. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 20; 2003-420, s. 2; 2007-531, s. 24.)

§ 90-210.131. Limitation of liability.

(a) Any person signing a cremation authorization form as authorizing agent shall be deemed to warrant the truthfulness of any facts set forth in the cremation authorization form, including the identity of the deceased whose remains are sought to be cremated and that person's authority to order such cremation.

(b) A crematory licensee shall have authority to cremate human remains only upon the receipt of a cremation authorization form signed by an authorizing agent. There shall be no liability of a crematory licensee that cremates human remains pursuant to such authorization or that releases or disposes of the cremated remains pursuant to such authorization. A crematory licensee and funeral establishment or licensee thereof who causes the crematory licensee to act shall have no liability for the final disposition or manner in which the cremated remains are handled after the cremated remains are released in accordance with the directions of the authorizing agent.

(c) A crematory licensee shall not be responsible or liable for any valuables delivered to the crematory licensee with human remains.

(d) A crematory licensee shall not be liable for refusing to accept a body or to perform a cremation until it receives a court order or other suitable confirmation that a dispute has been settled if:

- (1) It is aware of any dispute concerning the cremation of human remains;
- (2) It has a reasonable basis for questioning any of the representations made by the authorizing agent; or
- (3) For any other lawful reason.

(e) If a crematory licensee is aware of any dispute concerning the release or disposition of the cremated remains, the crematory licensee may refuse to release the cremated remains until the dispute has been resolved or the crematory licensee has been provided with a court order authorizing the release or disposition of the cremated remains. A crematory licensee shall not be liable for refusing to release or dispose of cremated remains in accordance with this subsection. A crematory licensee may charge a reasonable storage fee if the dispute is not resolved within 30 days after it is received by the crematory licensee. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 21; 2003-420, s. 2.)

§ 90-210.132. Fees.

(a) By rule, the Board may set and collect fees from crematory and hydrolysis licensees, crematory and hydrolysis manager permit holders, and applicants not to exceed the following amounts:

- | | | |
|-----|--|-----------------|
| (1) | Licensee application fee. | \$400.00 |
| (2) | Annual renewal fee. | 150.00 |
| (3) | Late renewal fee. | 75.00 |
| (4) | Reinspection fee. | 150.00 |
| (5) | Per cremation or hydrolysis fee. | 10.00 |
| (6) | Late fee, per cremation or hydrolysis. | 10.00 |
| (7) | Late fee, cremation or hydrolysis report. | 75.00 per month |
| (8) | Crematory or hydrolysis manager permit application fee. | 150.00 |
| (9) | Annual crematory or hydrolysis manager permit renewal fee. | 40.00. |

(b) The funds collected pursuant to this Article shall become part of the general fund of the Board. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1997-399, s. 22; 2003-420, s. 2; 2018-78, s. 18.)

§ 90-210.133. Crematory licensee rights.

(a) A crematory licensee may adopt reasonable rules consistent with this Article for the management and operation of a crematory. Nothing in this subsection may be construed to prevent a crematory licensee from adopting rules which are more stringent than the provisions of this Article.

(b) Nothing in this Article may be construed to relieve the crematory licensee from obtaining any other licenses or permits required by law.

(c) Nothing in this Article shall prohibit or require the performance of cremations by crematory licensees or crematory managers for or directly with the public or exclusively for or through licensed funeral directors. (1989 (Reg. Sess., 1990), c. 988, s. 1; 2003-420, s. 2.)

§ 90-210.134. Rulemaking, applicability, violations, and prohibitions of Article.

(a) The Board is authorized to adopt and promulgate such rules for the carrying out and enforcement of the provisions of this Article as may be necessary and as are consistent with the laws of this State and of the United States. The Board may develop a Standard Cremation Authorization Form and procedures for its execution that shall be used by the crematory licensee subject to this Article, unless a crematory has its own form approved by the Board. A crematory licensee that uses its own approved cremation authorization form must have the cremation authorization form reapproved if changed or after amendments are made to this Article or the rules adopted by the Board related to cremation authorization forms. The Board may perform such other acts and exercise such other powers and duties as may be provided in this Article, in Article 13A of this Chapter, and otherwise by law and as may be necessary to carry out the powers herein conferred.

(b) The provisions of this Article shall not apply to the cremation of medical waste performed by the North Carolina Anatomical Commission, licensed hospitals and medical schools, and the office of the Chief Medical Examiner when the disposition of such medical waste is the legal responsibility of the institutions.

(c) A violation of any of the provisions of this Article is a Class 2 misdemeanor.

(d) No person, firm, or corporation may request or authorize cremation or cremate human remains when the person, firm, or corporation has information indicating a crime or violence of any sort in connection with the cause of death unless such information has been conveyed to the State or county medical examiner and permission from the State or county medical examiner to cremate the human remains has thereafter been obtained. (1989 (Reg. Sess., 1990), c. 988, s. 1; 1993, c. 539, s. 640; 1994 Ex. Sess., c. 24, s. 14(c); 2003-420, s. 2.)

§ 90-210.135. Cremation societies.

No person, firm, or corporation licensed as a crematory under the provisions of this Article may operate a cremation society without first registering the name of the cremation society with the Board. (2007-531, s. 25.)

§ 90-210.136. Hydrolysis of human remains.

(a) The following definitions shall apply in this section:

- (1) Alkaline hydrolysis. - The technical process using water, heat, and other chemicals to destroy, dissolve, or reduce human remains to simpler or essential elements.
- (2) Hydrolysis container. - A container, other than a casket, designed to enclose human remains and made of suitable material to be easily destroyed during hydrolysis and to resist spillage and leakage. A hydrolysis container may be a cremation container or any other container that meets the requirements of this subdivision.

- (3) Hydrolysis licensee. - A person or entity licensed to hydrolyze human remains and perform hydrolysis.
 - (4) Liquid waste. - Any liquid remaining after hydrolysis that does not contain any trace elements of human tissue.
- (b) No person, cemetery, funeral establishment, corporation, partnership, joint venture, voluntary organization, or other entity shall hydrolyze human remains without first obtaining a license from the Board.
- (c) Except as otherwise provided by this section, a license for the hydrolysis of human remains shall have the same requirements and fees as for the licensing of crematories under this Article. The hydrolysis of human remains shall be conducted in compliance with all requirements for cremation, and the licensee shall pay the same fees for monthly reports for each hydrolysis as crematories under this Article.
- (d) The Board shall have the same powers to regulate, enforce, discipline, and inspect hydrolysis licensees and the practice of hydrolysis that have been granted under this Article for the regulation, enforcement, discipline, and inspection of crematories and the practice of cremation.
- (e) Any solid remains or residue remaining after hydrolysis shall be treated and disposed of as cremated remains under this Article. Disposal of liquid waste shall be subject to all applicable health and environmental laws and regulations.
- (f) Human remains shall be hydrolyzed in a hydrolysis container and shall not be required to be hydrolyzed in a casket.
- (g) Unless specified otherwise by the manufacturer of the equipment used for hydrolysis, human remains may be hydrolyzed without first removing a pacemaker or defibrillator. Any other potentially hazardous implanted device or material shall be handled in accordance with G.S. 90-210.129(d).
- (h) The Board shall promulgate rules necessary to effectuate the licensing of alkaline hydrolysis. (2018-78, s. 20; 2019-207, s. 1(g).)

16 - Tourism Development Authority- Update

Paul Marion

| For Information

17 - Resolution for the City of Saluda E911 Interlocal Agreement .

Steven Orr

-Addressing Interlocal Agreement for E911 Addressing to be undertaken by the Polk County, NC Government for the Municipality of Saluda, NC

| For Decision

[#addressing #ordinance](#)

Attachments

[2024-06-10-01-Resolution Notice- E911 Addressing Agreement.pdf](#)

[2024-06-10-01-Resolution Notice- E911 Addressing Agreement](#)

17 - Resolution for the City of Saluda E911 Interlocal Agreement .

Last modified: 6/6/2024



**CITY OF SALUDA
NORTH CAROLINA**

MAYOR
Tangie Morgan
CITY MANAGER
Steven A. Orr
COMMISSIONERS
Mark Oxtoby
Paul C. Marion
Stan Walker
Melanie Talbot

**RESOLUTION FOR THE CITY OF SALUDA E911 ADDRESSING
INTERLOCAL AGREEMENT WITH POLK COUNTY, NC**

WHEREAS, the City of Saluda, NC Staff, the City Attorney, and the City of Saluda Police Department are charged with periodically reviewing the current public safety protocols, state regulations, standards, statutes, and conforming to state public safety mandates;

WHEREAS the City of Saluda Staff, City Attorney, and Police Department have recommended to the Mayor and Board of Commissioners that the City of Saluda E911 Addressing Interlocal Agreement with Polk County, NC be adopted;

NOW, THEREFORE; BE IT ORDAINED ; the Mayor and Board of Commissioners adopt the E911 Addressing Interlocal Agreement as presented

The City Clerk is ordered to amend the catalog of ordinances as provided in the City of Saluda NC Charter and the North Carolina General Statutes.

(Res 2024-06-10, passed 06/10/2024)

Adopted this the 10th day of June
2024

Tangie Morgan, Mayor

ATTEST

Pam Waters, City Clerk

APPROVED AS TO FORM

Jana Berg, City Attorney



SEAL

18 - Resolution to Request a Public Hearing for a Schedule of Fees Adjustment

Tangie Morgan

Request a Public hearing for a Schedule of Fees adjustment for an 8% increase in water rates from the City of Hendersonville to Saluda Residents.

Attachments

[2024-06-10 Public Hearing Notice- Schedule of Fees Amendment.pdf](#)

2024-06-10 Public Hearing Notice- Schedule of Fees Amendment

18 - Resolution to Request a Public Hearing for a Schedule of Fees Adjustment

Last modified: 6/4/2024



**CITY OF SALUDA
NORTH CAROLINA**

MAYOR
Tangie Morgan
CITY MANAGER
Steven A. Orr
COMMISSIONERS
Mark Oxtoby
Paul C. Marion
Stan Walker
Melanie Talbot

RESOLUTION FIXING THE DATE OF A PUBLIC HEARING FOR CITY OF SALUDA SCHEDULE OF FEES AMENDMENT

WHEREAS, the City of Saluda, NC Staff have reviewed the current City of Saluda Schedule of Fees

WHEREAS the City Staff have recommended to the Board of Commissioners that the City of Saluda Schedule of Fees for the 2024-2025 be amended

WHEREAS the City of Saluda Charter and the State of North Carolina General Statutes require a public hearing to be held when there is an Amendment and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Saluda, North Carolina, that: A public hearing will be held at the Saluda Public Library Upstairs Conference Room at 7:00 P.M. on July 8, 2024.

The City Clerk is ordered to advertise notice of the public hearing as provided in the City of Saluda NC Charter and the North Carolina General Statutes.

(Res _____ passed _____)

Adopted this the ____ day of June 2024

Tangie Morgan, Mayor

ATTEST

Pam Waters, City Clerk

APPROVED AS TO FORM

Jana Berg, City Attorney



19 - Resolution to Request a Public Hearing for the Sale of Public Property

Tangie Morgan

-Sale of property that is an old well site that was part of the water system in the middle of the Montgomery property near Lake Summit

| For Decision

Attachments

[2024-06-10-01-Public Hearing Notice- Sale of Public Land.pdf](#)

[2024-06-10-01-Public Hearing Notice- Sale of Public Land](#)

19 - Resolution to Request a Public Hearing for the Sale of Public Property

Last modified: 6/5/2024



**CITY OF SALUDA
NORTH CAROLINA**

MAYOR
Tangie Morgan
CITY MANAGER
Steven A. Orr
COMMISSIONERS
Mark Oxtoby
Paul C. Marion
Stan Walker
Melanie Talbot

**RESOLUTION FIXING THE DATE OF A PUBLIC HEARING FOR THE SALE
OF PUBLIC LAND**

WHEREAS, the City of Saluda, NC Staff, the City Attorney, are charged with periodically reviewing the current inventory of public land;

WHEREAS the City of Saluda Staff, City Attorney, have recommended to the Mayor and Board of Commissioners that the City of Saluda sell the proposed parcel;

WHEREAS the City of Saluda Charter and the State of North Carolina General Statutes require a public hearing to be held when there is a proposed sale of public land and;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Commissioners of the City of Saluda, North Carolina, that: A public hearing will be held at the Saluda Public Library Upstairs Conference Room at 7:00 pm July, 8th, 2024.

The City Clerk is ordered to advertise notice of the public hearing as provided in the City of Saluda NC Charter and the North Carolina General Statutes.

(Res 2024-06-10, passed 06/10/2024)

Adopted this the 10th day of June

2024

Tangie Morgan, Mayor

ATTEST

Pam Waters, City Clerk

APPROVED AS TO FORM

Jana Berg, City Attorney



20 - Closed session

Tangie Morgan

- Closed Session Resolution

| For Decision

Attachments

[2024-06-10-01-Closed Session Resolution.pdf](#)

2024-06-10-01-Closed Session Resolution

20 - Closed session

Last modified: 6/5/2024



**CITY OF SALUDA
NORTH CAROLINA**

MAYOR
Tangie Morgan
CITY MANAGER
Steven A. Orr
COMMISSIONERS
Mark Oxtoby
Paul C. Marion
Stan Walker
Melanie Talbot

RESOLUTION TO ENTER A CLOSED SESSION

WHEREAS, the Board of Commissioners desires to enter a closed session to discuss a statutorily permitted purpose; and

WHEREAS, the purpose is to discuss Economic Development NCGS 143-318.11(A) (4), Attorney-Client Privilege NCGS 143-318.11 (A) (3), and NCGS 143-318.11(A) (6)

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Commissioners of the City of Saluda, North Carolina, that:

A closed session is hereby called in the Regular Meeting by the Board of Commissioners on June 10th, 2024

The agenda is to include the Closed Session as the final item of the meeting before adjournment.

(Res. , passed 06/10/2024)

Adopted this the 10th day of May 2024

Tangie Morgan, Mayor

ATTEST

Pamela S. Waters, City Clerk

APPROVED AS TO FORM

Jana Berg, City Attorney



21

21 - Adjourn

| For Decision