

AGENDA

Town of Valdese
Town Council Meeting
Monday, March 5, 2018

Meeting Time: 6:00 p.m.

Place: Valdese Town Hall
102 Massel Avenue, SW

- I. Call Meeting to Order
- II. Invocation
- III. Pledge of Allegiance

- IV. Informational Items:
 - A. Communication Notes
 - B. Reading Material

- V. Open Forum/Public Comment

- VI. Consent Agenda: All items below are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event the item will be removed from the Consent Agenda and considered under Item VII.
 - A. Approval of Regular Minutes of February 5, 2018
 - B. Approval of Special Meeting Minutes of February 13, 2018
 - C. Approval of Ordinance Declaring Road Closures for Town of Valdese Special Events
 - D. Set Friday, April 13, 2018 as Tax Lien Advertising Date for Real & Personal Property
 - E. Reappointment to Valdese ABC Board

- VII. Item(s) Removed from Consent Agenda

- VIII. New Business:
 - A. Introduction of New Employee
 - B. Approval of Mission Statement
 - C. Façade Grant Request
 - D. Memorandum of Understanding with Valdese Water Recycling
 - E. Discussion of Intersections at St. Germain, Rodoret, Massel Ave
 - F. Arbor Day Proclamation and Tree City Celebration Update
 - G. Public Hearing – Intent to Close a Section of Whisnant Street
 - H. Final Plat Approval Phase III Lake Vistas Subdivision
 - I. Budget Amendments

- IX. Mayor and Council Comments

- X. Manager's Report:
 - A. Annual Budget Retreat at Old Rock School, Monday, March 19, 2018, 1:00 p.m. to 8:00 p.m.

- B. Valdese Lakeside Park Ribbon Cutting Ceremony on Thursday, March 29, 2018, 1:00 p.m.
- C. Next Regular Council Meeting is Monday, April 2, 2018
- D. Litter Program Update

XI. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: March 2, 2018

Subject: Monday, March 5, 2018 Council Meeting

VI. Consent Agenda:

A. Approval of Regular Minutes of February 5, 2018

B. Approval of Special Meeting Minutes of February 13, 2018

C. Approval of Ordinance Declaring Road Closures for Town of Valdese Special Events

Enclosed in your packet is a request to close part of US 70/Main Street in Valdese for the Independence Day Celebration; Annual Waldensian Festival Events; Treats in the Streets Event; and Annual Christmas Parade. Actual dates and times are listed in your agenda packet.

D. Set Friday, April 13, 2018 as Tax Lien Advertising Date for Real & Personal Property

Staff recommends the aforementioned date be set as Tax Lien Advertising Date for real and personal property.

E. Reappointment to Valdese ABC Board

Staff recommends the reappointment of W.T. Sorrell to the Valdese ABC Board for a first, full three-year term which expires April 1, 2021.

VIII. New Business:

A. Introduction of New Employee – Fire Department

Fire Chief Charlie Watts will introduce Fire Marshal Keshia Smith.

B. Approval of Mission Statement

Enclosed in the agenda packet is a copy of the proposed Town of Valdese Mission Statement.

Requested Action: Staff requests that Council approve the Mission Statement as presented.

C. Façade Grant Request from Salon on Main

Enclosed in your agenda packet is a request from Salon on Main for a Façade Grant in the amount of \$2,500 to install new front doors. The proposed cost of the new front doors is \$5,400.

Requested Action: Staff recommends that Council approve the request for a Façade Grant from Salon on Main in the amount of \$2,500.

D. Memorandum of Understanding with Valdese Water Recycling

Enclosed in the agenda packet is a memorandum of understanding between the Town of Valdese and Valdese Water Recycling. The purpose of this MOU is to define the roles and responsibilities of both parties for the Community Development Block Grant that will be awarded to the Town of Valdese in the amount of \$500,000. The purpose of the grant is to demolish and clean up the dilapidated Alba Warehouse on the west side of Praley Street. Valdese Water Recycling shall pay to and deposit with the Town the sum of \$250,000.00 for use by the Town in meeting local matching funding requirements for the CDBG grant and for paying for the demolition and disposal of the 3.16 Acre Parcel improvements. Together with the CDBG grant funds, the initial Project budget will be \$625,000. Valdese Water Recycling shall be responsible for payment of any and all project costs more than the initial Project budget.

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

E. Arbor Day Proclamation and Tree City Celebration Update

Enclosed in the agenda packet is a Proclamation for Arbor Day 2018. Staff plans to conduct a ceremony in conjunction with Valdese Elementary School at the Old Rock School on Friday, March 16, 2018, 1:15 p.m. Each student will be presented with a small tree. Public Works Director Bryan Duckworth will provide an update on the Tree City Celebration.

F. Public Hearing - Intent to Close a Section of Whisnant Street

Enclosed in your packet is a memo from Public Works Director Bryan Duckworth, the Street Closing Order to close a section of Whisnant Street, the Resolution Dedicating Town Property to establish the newly relocated section of Whisnant Street SE, and a map of the property. The December 4, 2017 public hearing was left opened, providing additional time for project completion.

Requested Action: Staff recommends that Council approve the Street Closing Order, to close the section of Whisnant Street SE described in Exhibit A of the resolution, and the Resolution Dedicating Town Property as part of Whisnant Street SE, to complete the relocation of Whisnant Street SE.

G. Final Plat Approval Phase III Lake Vistas Subdivision

Enclosed in the agenda packet is a memo from Planning Director Larry Johnson explaining the process and the following items with regard to Final Plat Approval for Phase III of the Lake Vistas Subdivision:

1. Vicinity map
2. Location map
3. Subdivision regulations
4. Subdivision improvement agreement
5. Cash bond
6. Developer Defects letter
7. Defects Agreement

Requested Action: Staff recommends that Council approve the final plat and supporting documents for Lake Vistas Phase III as presented and recommended by the Valdese Planning Board.

H. Budget Amendments

Enclosed in your agenda packet are four budget amendments prepared by Finance Director Jerry LaMaster; he will be at the meeting to present the amendments.

Requested Action: Staff recommends that Council approve the budget amendments as presented.

READING MATERIAL

**TOWN OF VALDESE
TOWN COUNCIL MEETING
FEBRUARY 5, 2018**

The Town of Valdese Town Council met on Monday, February 5, 2018, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman Gary L. Delp, and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Town Attorney Marc Mitchell, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: None.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m. He offered the Invocation and led the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

RESOLUTION OF APPRECIATION: Mayor Black presented the following resolution to Timothy D. Williams:

RESOLUTION OF APPRECIATION FOR TIMOTHY D. WILLIAMS

WHEREAS, Captain Timothy D. Williams for the past 30 years has served the Town of Valdese with distinction as a committed and dedicated public servant with the Valdese Fire Department; and

WHEREAS, Captain Timothy D. Williams' 30 years of service have been marked by exemplary dedication, compassion and integrity to serve the best interests of the community, our citizens and the Valdese Fire Department; and

WHEREAS, Captain Timothy D. Williams has served the Fire Department in numerous positions and working his way up through the ranks of the department, obtained the rank of Captain at which he currently serves; and

WHEREAS, Captain Timothy D. Williams, while serving with the Valdese Fire Department, experienced the fire on Mineral Springs Mountain; worked tirelessly both during and after Hurricane Hugo and many other natural and man-made emergency incidents to ensure the safety of Valdese citizens; and

WHEREAS, Captain Timothy D. Williams has earned the admiration and high regard of those with whom he has worked with and the members of the public with whom he has served these past 30 years.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Captain Timothy D. Williams** for his outstanding contributions to the Valdese Fire Department and the Town of Valdese.

BE IT FURTHER RESOLVED, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to **Captain Timothy D. Williams** for his service and leadership to the Valdese Fire Department and the Town of Valdese during the past 30 years and extends congratulations and best wishes upon his retirement.

Adopted this the 5th day of February, 2018.

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

WORLD WAR II VETERAN WILLARD CHURCH: Public Works Director Bryan Duckworth introduced Willard Church to Council. Mr. Church has resided in Valdese his entire life, is a World War II Veteran, and was one of the Grand Marshals for the most recent Valdese Christmas Parade. Mr. Church shared that he had never attended a Council meeting and wished to check it off his list. Mayor Black informed Mr. Church that he was proud to have him here this evening, thanked him for joining us, and invited him to return to another meeting.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MINUTES OF JANUARY 2, 2018

APPROVED SPECIAL MEETING MINUTES OF JANUARY 8, 2018 AND JANUARY 23, 2018

APPROVED WALDENSIAN HERITAGE WINES REQUEST TO SELL WINE AT EDICT OF EMANCIPATION CELEBRATION, INTO THE WOODS, AND APRIL CRAFT MARKET

Waldensian Heritage Wines has been authorized to sell wine at the Edict of Emancipation Celebration & Falo event on Saturday, February 17, 2018; Old Colony Players production of Into the Woods on March 9, 10, 11, 16, 17, 18, 23, 24, 25, 2018; and the April Craft Market event on April 14, 2018. All events are being held at the Old Rock School.

APPROVED LEASE AGREEMENT WITH OLD WORLD BAKING COMPANY

RESOLUTION OF INTENT TO LEASE PROPERTY

WHEREAS, the Town of Valdese (the Town) is the owner of the property on which the former Town Hall was located (the Property); and

WHEREAS, Old World Baking Company, LLC operates a bakery and restaurant business on property located north of and adjoining the Property; and

WHEREAS, the dumpster servicing Old World Baking company, LLC is presently located on the Property; and

WHEREAS, the Town and Old World Baking Company, LLC have agreed that Old World Baking Company, LLC may keep its dumpster on the part of the Property on which that dumpster is located in consideration of the Town being allowed to use the dumpster for disposal of Town trash; and

WHEREAS, this proposed lease of dumpster space is for a period of less than one year, and G.S. §160A-272 authorizes a town to enter into leases of one year or less upon resolution of the town council adopted at a regular meeting; and

WHEREAS, the town council is convened in a regular meeting;

NOW, THEREFORE, BE IT RESOLVED that the town council approves the lease agreement presented to the council under which the Town would lease to Old World Baking Company, LLC the part of the Property on which Old World Baking Company, LLC's dumpster is located. The Town Manager is authorized to execute that lease agreement on behalf of the Town.

ADOPTED this 5th day of February, 2018.

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

/s/ Frances Hildebran, Town Clerk

Councilman Ogle made a motion to approve the aforementioned items on the Consent Agenda, seconded by Councilwoman Stevenson. The vote was unanimous.

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

APPROVAL TO WITHDRAW FROM INTERLOCAL AGREEMENT WITH BURKE COUNTY FOR CONSOLIDATED 911 SERVICE

In 2011, the Town of Valdese entered into the Interlocal Agreement with Burke County for Consolidated 911 Service. Section N. of the Agreement stated that a participating governmental entity may withdraw from this agreement at the end of a fiscal year by giving a six (6) month written notice of withdrawal by the party's manager. Valdese duly provided such notice by letter on December 13, 2017, signed by both the town manager and mayor.

Councilman Ogle made a motion to approve and ratify the action taken by the town manager's letter of December 13, 2017, to notify the County of Burke that the Town will withdraw from the Interlocal Agreement for the Consolidation of

911 Service, effective June 30, 2018, and confirming the Town of Valdese will withdraw from the agreement on that date; seconded by Councilman Sweezy. The vote was unanimous.

AUDIT REPORT PRESENTATION – FY 16-17 – LOWDERMILK CHURCH & CO., LLP (Copy of audit on file in the Office of Finance Director.) Mr. Phil Church of Lowdermilk Church & Co., presented the 2016-2017 audit. Mr. Church thanked Finance Director Jerry LaMaster, department heads and Town Manager Seth Eckard for all of their help during this audit. Mr. Church informed Council that highlight sheets had been provided as a detailed report of the audit will not be provided at this time; however, Mr. Church is available to meet with any member of Council if they would like further review of the audit. Mr. Rick Hammer reviewed the general fund, utility funds and audit highlights. The fund balance of General Fund and Utility Fund were \$1,239,809 and \$1,288,550, respectively. Ad valorem tax collections were \$1,885,682 which was 94.19 percent of the levy.

After a brief discussion, Councilwoman Hildebran made a motion to accept the 2016-2017 audit report as presented, seconded by Councilman Ogle. The vote was unanimous.

APPROVAL OF FY 17-18 AUDIT CONTRACT – LOWDERMILK CHURCH & CO., LLP Mayor Black informed Council that the FY 2017-2018 audit contract was being presented in the amount of \$11,970. The fee did not increase from last year.

Councilwoman Hildebran made a motion to approve the aforementioned contract for the FY 2017-2018 audit report, seconded by Councilman Ogle. The vote was unanimous.

PUBLIC ART COMMISSION REQUEST FOR FUNDING FOR 125TH COMMEMORATIVE PUBLIC ART PROJECT

Community Affairs Director Morrissa Angi introduced Gretchen Costner and Greg Mastin, members of the Public Art Commission. Ms. Costner informed Council that the Public Art Commission is seeking funding for a 125th Commemorative Public Art Project. The proposed project will depict the original 29 settlers arriving in 1893 at the depot location across from Town Hall; the art will be made from iron, with a train that will stand about 12-15 feet tall. The Commission would like to contract with Oak Hill Iron Works of Morganton, with a total project cost in the amount of \$50,000.00. The Commission is seeking \$25,000 from the Town for this project.

Councilwoman Hildebran made a motion to approve this project and authorize the allocation of funds totaling \$25,000.00, seconded by Councilwoman Stevenson. The vote was unanimous.

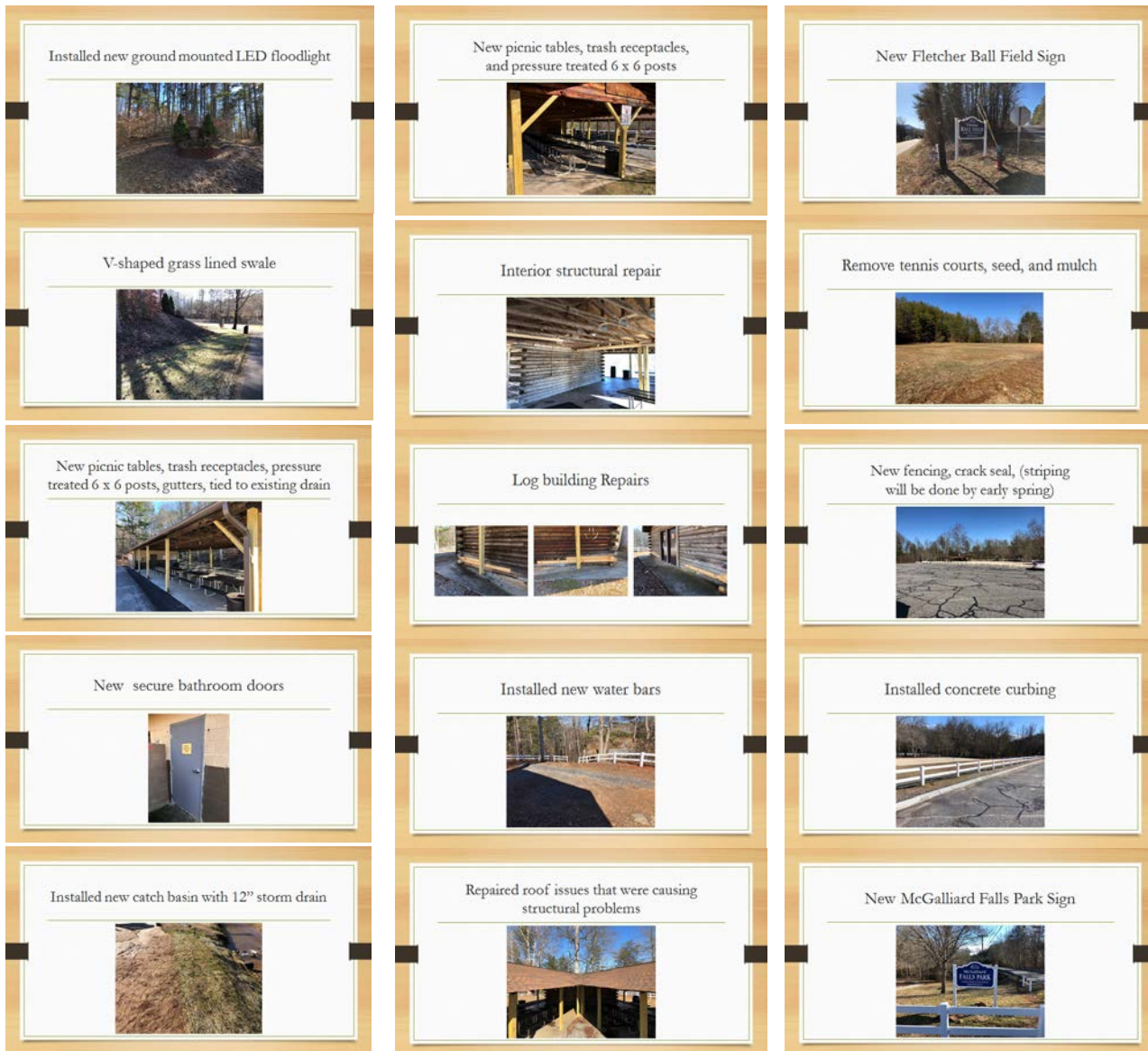
CONTINUATION OF PUBLIC HEARING – INTENT TO CLOSE A SECTION OF WHISNANT STREET

Mayor Black informed Council that the project is not complete at this time. A notice calling for the public hearing to be held at the December 4, 2017, Council meeting was published and the public hearing was continued until this meeting; however, staff has requested that the public hearing be continued again at the next Council meeting.

Councilwoman Stevenson made a motion to continue the public hearing at the March 5, 2018 Council meeting, seconded by Councilman Sweezy. The vote was unanimous.

MCGALLIARD FALLS AND CHILDREN'S PARK UPDATES PRESENTATION: Parks and Recreation Director Doug Knight provided the following presentation to update Council on the Parks Improvement Project:





MAYOR AND COUNCIL COMMENTS: Councilman Delp requested clarification on a rumor that is going around, stating that the state is going to close I-40 exits for Rutherford College and Valdese, at the same time to perform repair work. Town Manager Seth Eckard informed Councilman Delp that the state has plans to repair, change, or modify I-40 exit 111 and 107 but this project is in the early planning stages, with work unlikely to begin for several years. Councilwoman Stevenson shared that she attended a meeting held by NCDOT recently and was informed that Castle Bridge will be closing in May or June and will remain closed for 12 to 14 months.

Councilman Delp informed Council that a gentleman has been going around town trying to give away bottles of cleaning solution. Mr. Delp asked if the town had a solicitor's policy. Police Chief Jack Moss informed Mr. Delp that the town does have a policy, requiring a solicitor to apply with the town clerk, complete a background check and provide proof of insurance before they are authorized to visit residents.

Councilwoman Hildebran shared the following update on the library: Burke County Public Library Director Jim Wilson informed Ms. Hildebran that a draft contract with the architect should be received today. Mr. Wilson also stated that Robert Salsbury is attempting to obtain a clean set of plans from the 1988 library expansion which can be used for the new expansion.

Councilwoman Stevenson asked Police Chief Jack Moss if there has been an increase in activity near her neighborhood, as residents are commenting on increased patrols in the area. Chief Moss informed Ms. Stevenson that

routine patrolling does occur in her area and that a residential check has been requested by a resident that is away for an extended period of time.

MANAGER'S REPORT: A Council workshop to discuss a proposed streetscape project has been scheduled for Tuesday, February 13, 2018 at 6:00 p.m. in the Community Room at Town Hall.

The next regular Council Meeting is Monday, March 5, 2018 at 6:00 p.m.

The First Free Movie at Old Rock School was on Friday, January 26, 2018, approximately 150 people attended.

ADJOURNMENT At 7:05 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

Town Clerk
ck

Mayor

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
FEBRUARY 13, 2018**

The Town of Valdese Town Council met on Monday, February 13, 2018, at 6:00 p.m., in the Community Room at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. “Chip” Black, Jr., Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman Gary L. Delp, and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Town Attorney Marc Mitchell, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: Councilman Keith Ogle.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m. He offered the Invocation and led the Pledge of Allegiance to the Flag. Mr. Black stated that this was a Special Called Council Meeting to meet with representatives from McGill Associates to discuss a possible streetscape project in conjunction with the development of Valdese Lakeside Park.

VALDESE LAKESIDE PARK: Parks and Recreation Director Doug Knight provided a brief update on the Valdese Lakeside Park. Mr. Knight shared with Council that the closing on the property occurred on January 31, 2018, staff met with representatives from the North Carolina Wildlife Foundation on February 12, 2018 to discuss opportunities to partner for site cleanup, and a calendar of upcoming meetings and events has been created and distributed. A concept and direction setting meeting will be held on February 20, 2018 at Town Hall, Friends of Valdese Rec organized cleanup day for March 3, 2018, a meeting will be held on March 13, 2018 to present the findings of the February 20th meeting, a ribbon cutting ceremony at Valdese Lakeside Park will be held on March 29, 2018, a public workshop is scheduled for April 3, 2018 at the Old Rock School, and a Special Council meeting will be called on May 1, 2018.

PROPOSED MAIN STREET IMPROVEMENT/STREETSCAPE PROJECT: Representatives from McGill Associates provided Council with a PowerPoint presentation on a possible Main Street Improvement Project. The presentation focused on what the town currently has on Main Street with regard to street lights, sidewalks, parking, and other amenities. Based on this discussion, Council considered what they would like to see downtown, how much they would be required and/or willing to contribute to a project of this scope, and how to fund it. This matter will be discussed further during the upcoming budget process.

ADJOURNMENT: At 7:26 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

Town Clerk
ck

Mayor



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120

FAX (828) 879-2139

AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS

WHEREAS, the Town of Valdese desires to schedule an Independence Day Celebration, Annual Waldensian Festival; Treats in the Streets; and the Annual Valdese Christmas Parade; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for each of these special events; and

WHEREAS, G.S. 20-169 provides that local authorities shall have power to provide by ordinance for the regulation of the use of highways by processions or assemblages;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Valdese pursuant to G.S. 20-169 that the following portion of the State Highway System be closed during the times set forth below:

2018 Independence Day Celebration
Friday, June 29, 2018, 5:00 p.m. until 11:00 p.m.
(Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St)

2018 Waldensian Festival Kickoff Celebration
Friday, August 10, 2018, 5:00 p.m., until 11:00 p.m.
(Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St)

2018 Waldensian Festival Celebration
Saturday, August 11, 2018, 5:30 a.m. until 11:00 p.m.
(Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St)

2018 Valdese Treats in the Streets
Wednesday, October 31, 2018, 3:30 p.m. until 6:30 p.m.
(Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St)

2018 Annual Valdese Christmas Parade
Saturday, December 1, 2018, 9:45 a.m. until 12 Noon
(Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St)

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

THIS, the 5th day of March, 2018.

John F. Black, Jr., Mayor

ATTEST:

Town Clerk

Subject: Item for March 2018 agenda (Town Council Meeting) Tax Lien Advertising Date

Set Tax Lien Advertising Date for 2018 Real & Personal Property

Advertising Date: Friday, April 13, 2018

TOWN OF VALDESE

SENT ON BEHALF OF GREGORY M. CANNON, TAX COLLECTOR

MEMORANDUM

TO: Mayor and Town Council
FROM: Seth Eckard, Town Manager
DATE: March 2, 2018
SUBJECT: Valdese ABC Board Reappointment

Staff recommends the reappointment of W.T. Sorrell, III to a first, three-year term on the Valdese ABC Board. The term will expire April 1, 2021.



Mission Statement

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

Vision

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

Our Values

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



Historic VALDESE *north carolina*

Main Street Façade Improvement Program Application

This program is financed by the Town of Valdese and administered by the Small Town Main Street Design Committee. Each grant application will be evaluated by the committee for eligibility and merit according to the procedures set forth in the program guidelines. Grant awards are distributed after work on the project is completed, reviewed, and paid project bills submitted.

Applicant's Name: Tiffany Throneburg

Mailing Address: (Street or P.O. Box) 412 Main St. W

City: Valdese **State:** NC **Zip:** 28640

Telephone: Day: ⁸²⁸ 334-5719 **Evening:** _____ **Email:** Tiffanythroneburg88@gmail.com

I am the **Business Owner** and/or **Property Owner.**

Applicant's Signature: Tiffany Throneburg **Date:** 12-30-17

If the applicant is NOT the owner of the property, the section below must be completed and the application must be signed and dated by the owner to verify the owner's approval of the application and proposed work.

Owner's Name: Same as above

Mailing Address: (Street or P. O. Box) N/A

City: _____ **State:** _____ **Zip:** _____

Telephone: Day: _____ **Evening:** _____ **Email:** _____

As Property Owner, I approve of this application which is submitted by my tenant.

Owner's Signature: _____ **Date:** _____

Project Description:

*new front doors

- Replace metal entrance doors on street façade with new exterior grade three quarter-light paneled wood doors sized to fit the existing opening as per the attached rendering. Prime and prepare for two topcoats of a high gloss finish.

Property Address: 412 Main Street West **Estimated Project Cost \$:** 5400.00 **Estimated Project Completion Date:** May 2018 **Grant Request Amount \$:** 1500

Attachments:

- Deed to property
- Lease to property, if applicable. If not applicable, initial here: _____
- Color photograph of the existing condition of the building or project area.

(Be sure to include enough detail of the proposed work area to enable the Design Committee to evaluate your application.)

- Sketch or other depiction of the proposed work to be done.
- Project plans and specifications (if applicable).
- Company or person to perform work proposed. Attach required bids.

I have attached the items requested above. I understand the requirements of this grant (including eligible and ineligible activities) and the process for review of my application. I understand that the façade improvement grant must be used for the project described in this application and that all work must be completed before any grant proceeds are disbursed. I understand that the grant must be approved prior to commencement of work. I understand that any improvements made through the grant may not be removed for a minimum of five years without the permission of the Design Committee.

Applicant Signature: *Affany Monoburg* Date: 12-30-17

Approved as submitted:

1. Planning Department *Larry Johnson* Date: 2/20/18

- Approved with modifications or conditions (attached): *doors only*
- Rejected (Reasons for rejection attached): *N/A*

2. Fire Marshall *N/A* Date: *N/A*

- Approved with modifications or conditions (attached):
- Rejected (Reasons for rejection attached):

3. Design Committee *Carla Berry* Date: 2/20/2018

- Approved with modifications or conditions (attached): *doors only*
- Rejected (Reasons for rejection attached): *N/A*
- Dollar amount approved for Reimbursement *↑ to 2,500*

4. Town Council/Town Manager _____ Date: _____

- Approved with modifications or conditions (attached):
- Rejected (Reasons for rejection attached):
- Dollar amount approved for Reimbursement _____

Payment Info: Approved for Reimbursement Rejected for Reimbursement (see attached)

Community Affairs Director: _____ Date: _____

Documented Cost of Façade Improvement: \$ _____

(All documentation stating that work has been paid for must be attached for reimbursement. No Reimbursement can be given without documentation.)

FOR REGISTRATION REGISTER OF DEEDS
Stephanie A. Norman
Burke County, NC
12/11/2017 at 04:04:17 PM
Book 2324 Page 535 (3)
FEE: \$26.00
NC EXCISE TAX: \$220.00
INSTRUMENT # 2017011062



INSTRUMENT # 2017011062

This certifies that there are no delinquent taxes due Burke County.
Certification expires Jan. 6th of the year following certification date.
Parcel Identification Number: 2733852638
This is not a certification that the Burke County Parcel Identification Number matches the
Deed description.
DANIEL ISENHOUR CLERK
TAX COLLECTOR CLERK
Date/Time: 12/10/17

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$220.00

Parcel Identifier No. 2733852638 Verified by Burke County on the ___ day of _____, 20__
By: _____

Mail/Box to: Warren Daniel, Daniel Law Firm, PA, P.O. Drawer 1825, Morganton, NC 28680-1825

This instrument was prepared by: Daniel Law Firm, P.A., P.O. Box 1825, Morganton, NC 28680-1825

THIS DEED made this 4th day of December, 2017, by and between

GRANTOR	GRANTEE
<p>First Citizens Bank & Trust Company</p> <p>4300 Six Forks Road FCC 52 Raleigh, NC 27609</p>	<p>BRANDON THRONEBURG and wife, TIFFANY THRONEBURG 4322 Cottingham Drive Hickory, NC 28602</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Valdese, Lovelady Township, Burke County, North Carolina and more particularly described as follows:

See attached Exhibit "A" incorporated by reference as if fully set out herein.

The property hereinabove described was acquired by Grantors by instrument recorded in Book 2301, page 291.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.
A map showing the above described property is recorded in Plat Book ___ Page ____.



Contents

Work Description
 Archival Information
 Facade Renderings

January 22, 2018

North Carolina Main Street
 436 Mail Service Center
 Raleigh, NC 27699-4346
 Phone: 919-814-4658

Western Regional Office
 31 College Place, Bldg B
 Asheville, NC 28801
 (828) 251-6914

Design prepared by:

Main Street Fellows
 UNCG Department of
 Interior Architecture
 jrleimen@uncg.edu



Center for Community-Engaged Design
 The University of North Carolina at Greensboro • Department of Interior Architecture

Design Proposal



Existing Front Facade



Proposed Front Facade: Scheme A

412 Main Street West
Valdese, NC 28690



SALON ON MAIN
HAIR BOUTIQUE

Request Summary

The building owner is requesting facade grant approval to help supplement the cost of new entrance doors. Cost estimate from Hardware Distributors totaled \$5,400 (See included quote).

Salon on Main has been a thriving salon in Valdese since October 2012 and has now expanded to 5 employees who see approximately 10 clients daily.

After purchasing the property located at 412 Main Street West, the new building owners have invested over \$27,000 on the interior and exterior of the building.

The entrance doors will be exterior grade three-quarter - light paneled wood doors sized to fit the existing opening. They will be primed and prepared with a high gloss finish.



SALON ON MAIN

412 Main Street West | Renovations Made By New Building Owners

1071 7th Street Court, Southeast
Hickory, NC 28602
www.hardwareistributorsinc.com



Phone: (828) 326-9821
Fax: (828) 326-9822
Email: dmaynor@hwedist.com

PROPOSAL

DATE: 02/23/2018

TO: TIFFANY THRONEBURG

JOB: SALON ON MAIN

1 EACH- PAIR OF 6070 HM DOORS W/ CUSTOM LITE AND BOTTOM PANEL. PREP FOR EXTERIOR PULLS, DEADBOLT, ASTRAGAL, AND FULL MORTISE CONT. HINGES

1 EACH- PAIR 5068 FLUSH HM DOORS W/ 161 AND FB PREP DOWNSIZE FOR FULL MORTISE CONT. HINGES.

2 EACH- SL11HD 83" CONT. HINGES

2 EACH- SL11HD 79" CONT. HINGES

2 EACH- HAGER 32E US32D PULLS

1 EACH- HAGER 3215 DEADBOLT

4 EACH- 3917-12 FLUSHBOLTS

1 EACH- HAGER 3553 ENTRY LOCK

2 EACH- 152V 72X84 WEATHER STRIP

4 EACH- 97V 36" SWEEPPS

2 EACH- 424E 72" THRESHOLDS

MATERIAL AND INSTALL TOTAL- \$5,400.00

TAX IS NOT INCLUDED IN PRICE

Thank you for allowing Hardware Distributors quote you on this project.

DREW MAYNOR
HARDWARE DISTRIBUTORS, INC.

MEMORANDUM OF UNDERSTANDING

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

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

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

3.0 Goals and Objectives of the Project.

3.1 The Project goals are, among other things: economic development; clearance of a dilapidated building and redevelopment of the 3.16 Acre Parcel of the Land upon which the dilapidated industrial building is located; acquisition by the Town and redevelopment of the 3.32 Acre Parcel of the Land on which abandoned and blighted structures, brush, scrubs, and thickets are located and which is located adjacent to a public housing development owned by the Valdese Housing Authority; creation of jobs for persons of low and moderate income; addition to the tax base of the Town and Burke County; and improvement of the central business district of the Town.

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

4.0 Town Obligations.

4.1 The Town shall apply for a Community Development Block Grant (“CDBG”) from the North Carolina Department of Commerce in the amount of \$500,000.00 for use in acquiring title to

and demolishing the improvements located on the 3.16 Acre Parcel and acquiring title to the 3.32 Acre Parcel.

- 4.2 The Town may obtain at its expense such legal, surveying, engineering, geotechnical, and environmental assessment services as it may deem appropriate, and shall obtain at its expense such governmental permits and approvals as are required for demolition and disposal of the improvements located on the 3.16 Acre Parcel.
- 4.3 The Town shall work with and through the Western Piedmont Council of Governments for administrative assistance, advice, Project planning and development, and obtaining Project financing.
- 4.4 The Town shall contract for and pay for the demolition and disposal of the improvements acquired by it located on the 3.16 Acre Parcel from the funds received from Recycling under Paragraph 5.3 and from Town funds, with the Town funds to be reimbursed to the Town from the CDBG grant funds.
- 4.5 The Town will contract for and pay for the demolition and disposal of the improvements located upon the 3.32 Acre Parcel and any clearance of trash, brush, and vegetative growth on that parcel.

5.0 Recycling Obligations.

- 5.1 Recycling shall provide the Town with access to and copies of all survey plats, deeds, title insurance policies, environmental assessments, and geotechnical reports regarding the Land which it has. Recycling shall also shall also provide the Town with access to and copies of plans and specifications for the industrial building located on the 3.16 Acre Parcel which it may have and above ground and underground utility installation information, and other records, documents, and information relating to existing conditions of the 3.16 Acre Parcel and the improvements thereon and thereunder.
- 5.2 Recycling shall provide the Town with a written plan for redevelopment of the 3.16 Acre Parcel, including, but not limited to, engineering and architectural plans, drawings, and specifications, a time schedule for redevelopment activities, financing for the redevelopment, environmental impact of the redevelopment, employment opportunities for persons of low and moderate income, estimated property tax generated by the redevelopment, traffic impact of receiving and disposing of industrial wastewater, and the method of disposing of treated wastewater and residual matter removed from the wastewater.
- 5.3 Recycling shall pay to and deposit with the Town the sum of \$246,000.00 by official bank check or wire transfer for use by the Town in meeting local matching funding requirements for the CDBG grant and for paying for the demolition and disposal of the 3.16 Acre Parcel improvements. Together with the CDBG grant funds, the initial Project budget will be \$746,000. As permitted by the grant management requirements and applicable law, and in the event that the Project costs do not exhaust budgeted funds, 25% of funds not expended for the Project shall be refunded to Recycling. Recycling shall be responsible for payment of any and all project costs in excess of the initial Project budget.
- 5.4 Recycling shall preform all requirements of the CDBG grant agreement which are applicable to it.

- 5.5 Recycling shall sever the improvements on the 3.16 Acre Parcel from the land and shall convey all improvements located on that parcel to the Town free and clear of all liens and encumbrances.
- 5.6 Recycling shall convey the 3.32 Acre Parcel to the Town for the sum of one dollar by general warranty deed free and clear of all claims and encumbrances except for any rights of Duke Energy and Norfolk Southern Railway, or for easements of record for roadways, utilities, or the like.
- 5.7 Recycling shall enter into a ground lease with the Town of the 3.16 Acre Parcel for a period of one year for the sum of one dollar and shall execute a memorandum of the lease for recording in the office of the Register of Deeds of Burke County.
- 5.8 The performance of Recycling's obligations under Paragraphs 5.3, 5.5, 5.6, 5.7, and 5.10 shall occur on a date agreed to by the parties at least 5 days prior to the Town entering into the demolition contract described in Paragraph 4.4.
- 5.9 Recycling shall begin substantial construction of its water treatment facility no later than 90 days after receiving a notice to proceed from the Town and shall complete construction and begin operation of the facility no later than 18 months following the beginning of construction.
- 5.10 Recycling shall execute and record a covenant that it will not change the use of the 3.16 acre tract for a period of 5 years following completion of construction of the facility.
- 5.11 Recycling shall provide the Town with a bond executed by Recycling and a surety company securing the performance of Recycling's Obligations and the continued operation of Recycling's water treatment facility on the 3.16 Acre Parcel for a period of 5 years following completion of construction of the facility.

6.0 Project Conditions and Assurances.

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

7.0 Project Time Schedule.

- 7.1 The Town shall apply for the CDBG grant no later than June 1, 2018.
- 7.2 A favorable decision by the North Carolina Department of Commerce awarding the CDBG grant must be received on or before November 1, 2018.
- 7.3 If the CDBG grant is approved, grant funds will be received by the Town on a reimbursement basis.

8.0 Monitoring, Auditing, and Public Records Status.

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

9.0 Termination of MOU.

- 9.1 This MOU shall automatically and immediately terminate if the CDBG grant contemplated for the Project is not awarded to the Town.
- 9.2 Once any amount of CDBG grant funds have been expended (reimbursed to the Town) neither party may terminate this MOU.

10.0 Contacts and Notices.

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

10.1.1 As to the Town:

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

10.1.2 As to Recycling:

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

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

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

12.0 Attachments.

- 12.01 Project area boundary survey plat.
- 12.02 Existing Conditions Photographs.
- 12.03 Town Zoning Map of project Area.
- 12.04 Recycling Preliminary Redevelopment Site Plan.

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

TOWN OF VALDESE

By: _____

Mayor

VADESE WATER RECYCLING, LLC

By: _____

Member and Manager

Valdese Water Recycling

Former Alba-Waldensian First
408 Praley Street SW, Valdese NC

29 of 72

Praley Street

Google Earth

©2016 Google

200 ft

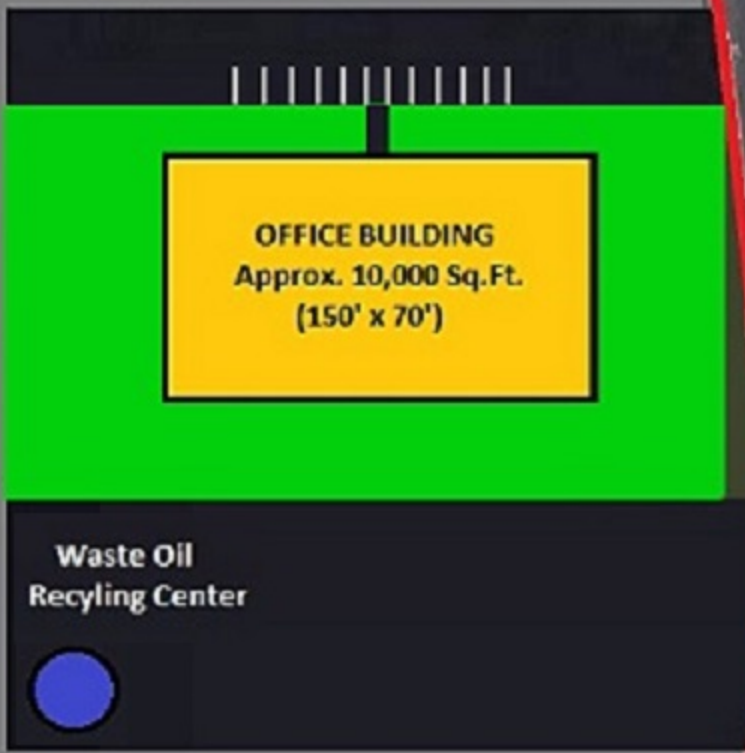


Valdese Water Recycling

30 of 72

Former Alba-Waldensian Plant
408 Praley Street SW, Valdese NC

Praley Street



Google Earth

©2010 Google

200 ft



Town of Valdese

Agenda Packet

Communication Notes

Submitted by: Bryan Duckworth
Public Works Director

Department: Public Works
Water and Sewer Construction

Contact Number: 828-879-2128

Date Submitted: February 26, 2018

Email: bduckworth@valdesenc.gov

Date of Council Meeting to consider item: March 5, 2018

Council Action Requested: Traffic Signal Discussion – Intersection of St Germain Ave. and Rodoret St.

Funding – Update on Progress Only

Special Information:

Update and discussion, on the removal or repair, of the traffic signal at the intersection of St. Germain Ave. and Rodoret St. Public Works has contracted with Teague Traffic Engineering to identify if signal warrants repair or is a candidate for removal. Initial repair cost range from \$5000.00 - \$10000.00. Final discussion will be on the April agenda.

Office of the Mayor
Town of Valdese
North Carolina

Proclamation

ARBOR DAY 2018 PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2018 is the 146th Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut our heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town of Valdese has received the prestigious Tree City USA award for the past 30 years.

NOW, THEREFORE, I, John F. Black, Jr., Mayor of the Town of Valdese, North Carolina, do hereby proclaim Friday, March 16, 2018, as the 146th Anniversary celebration of

“Arbor Day 2018”

in the Town of Valdese and the Town will hold an Arbor Day Event in conjunction with Valdese Elementary School at the Old Rock School on Friday, March 16, 2018, 1:15 p.m., regarding tree planting and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This 5th day of March, 2018.

John F. Black, Jr., Mayor

Arbor Day

The Town of Valdese proclaims March 16, 2018 as Arbor Day.



The Town of Valdese, in conjunction w/ Valdese Elementary School, would like to invite you to an Arbor Day ceremony on March 16, 2018 in front of the Old Rock School. The program will begin at 1:15 P.M. Come join us in the celebration of Arbor Day.

****See Below****

Site – Old Rock School

1 – Welcome

2- Thanks to Valdese Elementary

3- Planting of Arbor Day Tree and Explanation of Importance

4 – Presentation of trees to Fourth Graders of Valdese Elementary



Town of Valdese

Agenda Packet

Notes

Submitted by: Bryan Duckworth / Larry Johnson

Department: Public Works/ Planning

Contact Number: 828-879-2128

Date Submitted: February 23, 2018

Email: bduckworth@valdesenc.gov

Date of Council Meeting to consider item: March 5, 2018

Council Action Requested: Pubic Hearing to Close and Relocate Whisnant St

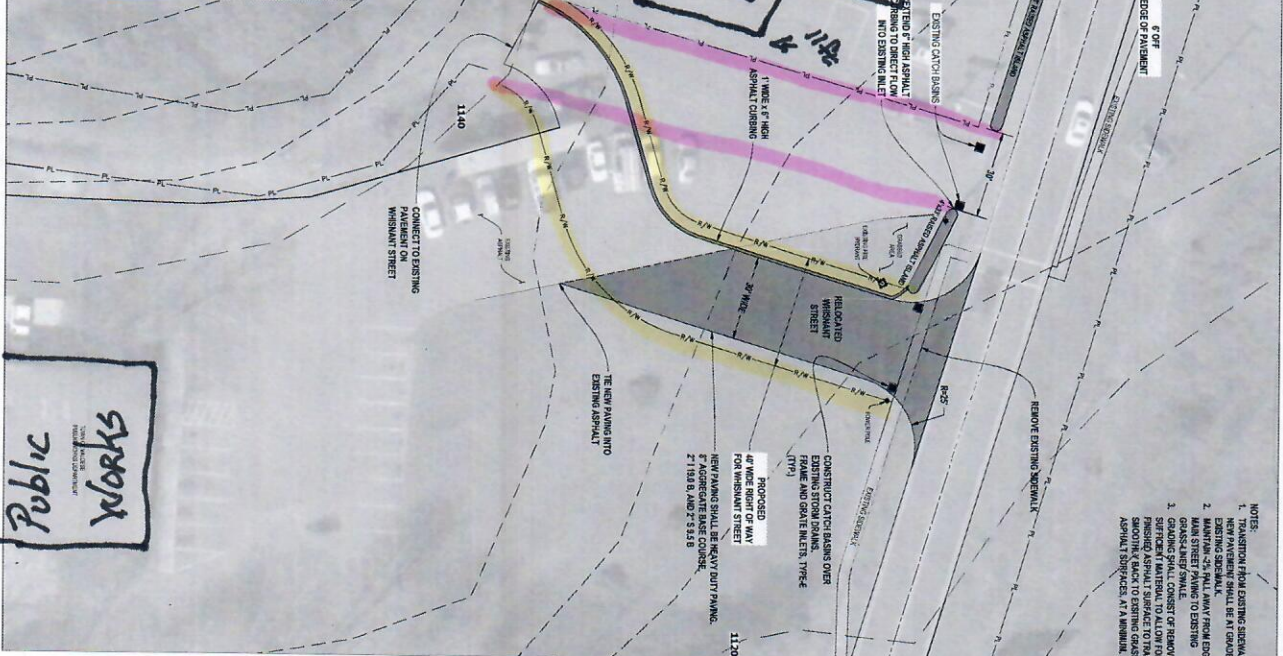
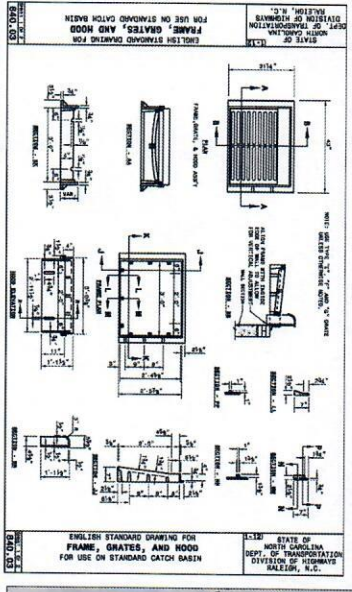
Funding – None

Special Information:

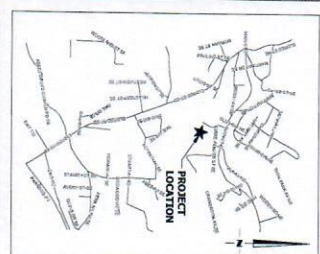
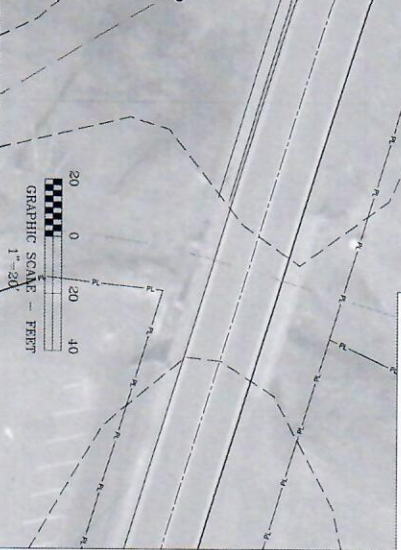
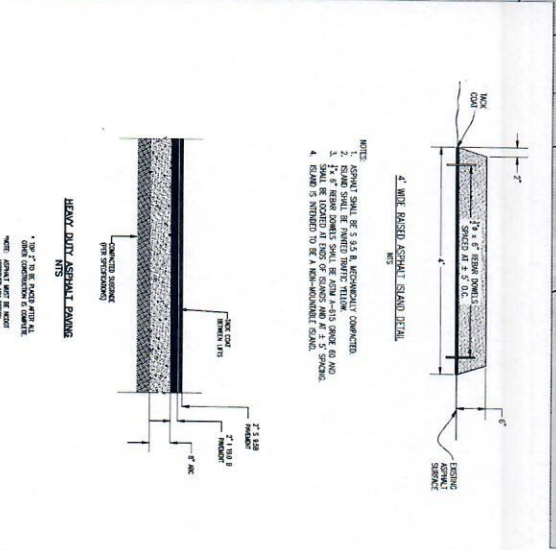
Staff will present and answer questions in reference to the relocation of Whisnant Street SE. The relocation will improve safety in regards to traffic conflicts with Alray Tire. The public hearing has been left open for discussion and questions since the December 4, 2017 Council meeting. This project was first put on the table in March of 2017 and is at a point of substantial completion. Legal Council will assist in the process of opening the hearing, approval of the closing of Whisnant Street, then approval of reopening of Whisnant Street in the new location.

Existing Whisnant St ——— New Whisnant St

35 of 72



- NOTES:
1. TRANSITION FROM EXISTING ASPHALT TO NEW PAVEMENT SHALL BE IN GRADE OR EXISTING ASPHALT, MINIMUM FROM EDGE OF MAIN STREET PAVING TO EXISTING GRASS-LINE/STRAKE
 2. GRASS SPALL CONSIST OF REMOVING FINISHED ASPHALT SURFACE TO TRANSITION SMOOTH & BACK TO EXISTING GRASS AND ASPHALT STRIPBACK AT A MINIMUM.



1 OF 1
SHEET

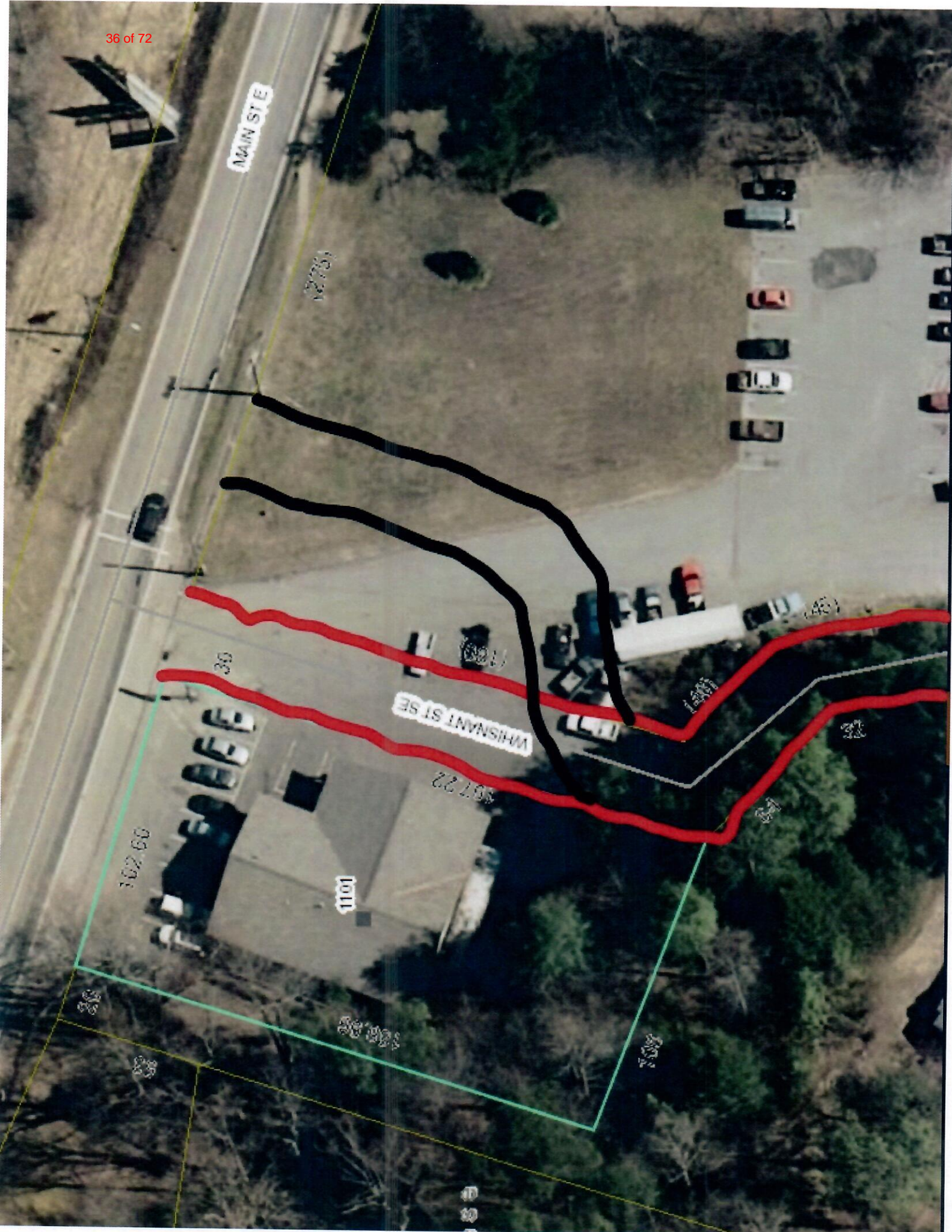
TOWN OF VALDESE
WHISNANT STREET RE-LOCATION PLAN
AND NEW ENTRANCE FOR PUBLIC WORKS
BURKE COUNTY, NORTH CAROLINA

PROJECT NO.: 15055
SCALE: 1"=20'
DATE: 4-28-2017
DRAWN BY: EMS
REVISION:

PLAN



405 South Sterling Street
Morganton, NC 28655
(828) 433-5661
Fax (828) 433-5662
NC License No. P-0210
www.west-consultants.com



MAIN STE

WHISNANT ST SE

1101

102.60

30

107.22

100.1

100.1

100.1

30

100.1

30

30

100.1

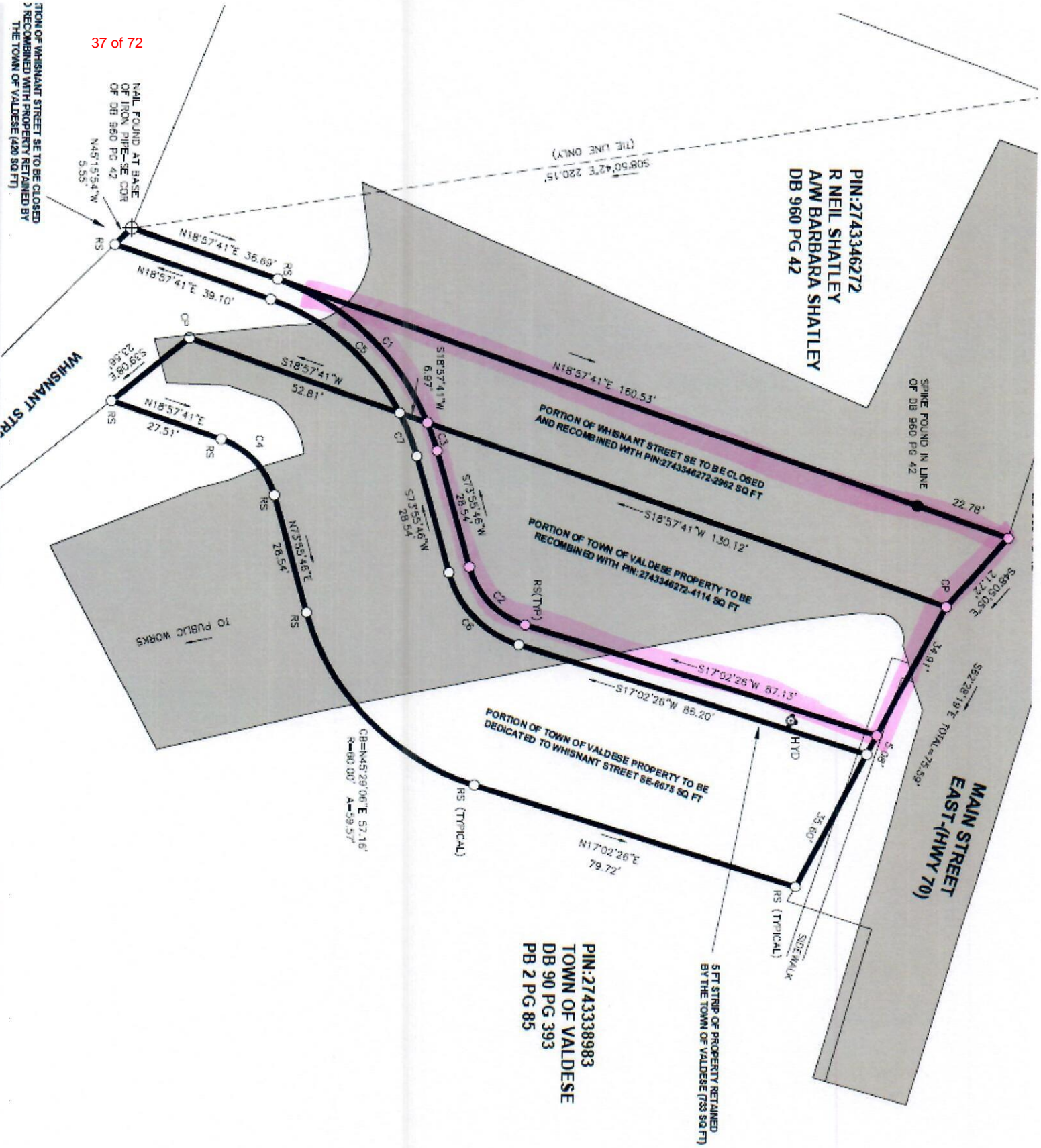
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PIN:2743346272
R NEIL SHATLEY
AW BARBARA SHATLEY
DB 960 PG 42

PIN:2743338983
TOWN OF VALDESE
DB 90 PG 393
PB 2 PG 85



TION OF WHISNANT STREET SE TO BE CLOSED
AND RECOMBINED WITH PROPERTY RETAINED BY
THE TOWN OF VALDESE (420 SQ FT)

BURKE COUN
FILED FOR REGISTRATI
THE DAY
RECORDED IN PL

REGISTER OF DEED

STREET CLOSING ORDER

Prepared by/mail to: MARC MITCHELL, P.A., PO DRAWER 69, VALDESE, NC 28690

A RESOLUTION ORDERING THE CLOSING OF THAT SECTION OF WHISNANT STREET SE described in the attached Exhibit A.

WHEREAS, on the 2nd day of October, 2017, the town council of the Town of Valdese adopted a resolution of intent (the Resolution) to close that section of Whisnant Street SE described in the attached Exhibit A; and

WHEREAS, the Resolution called for a public hearing on December 4, 2017, and it directed the town clerk to publish the Resolution at least once each week for four successive weeks before the public hearing; and

WHEREAS, the Resolution directed the town clerk to send a copy of the Resolution by certified mail to the owner of each property adjoining the section of Whisnant Street SE to be closed and to cause adequate notice of the Resolution and public hearing to be posted as required by G.S. 160A-299; and

WHEREAS, such notices have been published, mailed and posted as required by law; and

WHEREAS, the public hearing called for December 4, 2017, was opened, and it was continued until January 2, 2018, at 6:00 p.m.; and

WHEREAS, the public hearing was held on January 2, 2018, at which time all interested persons had an opportunity to be heard on the question of whether or not the closing would be detrimental to the public interest or the property rights of any individual, and after which town council gave and complete consideration to the matter; and

WHEREAS, it appears to the satisfaction of the town council that the closing of the section of Whisnant Street SE described in the attached Exhibit A is not contrary to the public interest, and that no individual owning property in the vicinity of such street would be deprived of a reasonable means of ingress and egress to and from their property because of the closing;

NOW, THEREFORE, BE IT RESOLVED by the town council of the Town of Valdese, meeting in regular session, that the section of Whisnant Street SE described in the attached Exhibit A is hereby ordered closed, and subject to the reservation of rights set forth below, all right, title and interest in the right of way described in the attached Exhibit A shall be conclusively presumed to be vested in those persons owning the lots or parcels of land adjacent to the section of the street so closed.

In accordance with G.S. 160A-299(f), the Town of Valdese hereby reserves all of its right, title and interest in any utility, drainage, pedestrian, landscaping, conservation or other improvements or easements within the section of the street hereby closed because the reservation of such easement is in the public interest.

The mayor is hereby authorized to execute quitclaim deeds to prove the vesting of all such right, title and interest as is vested by virtue of this street closing order in those persons owning lots or parcels of land adjacent to the section of street closed by this order, the title of such adjoining landowners, for the width of the abutting land owned by them, to extend to the centerline of the herein closed section of street in accordance with the provisions of G.S. 160A-299(c).

The town clerk is hereby ordered and directed to cause this street closing order to be registered in the office of the register of deeds of Burke County.

ADOPTED THIS 5TH DAY OF MARCH, 2018.

TOWN OF VALDESE

By: _____
John F. Black, Jr., Mayor

ATTESTED BY:

Frances Hildebran, Town Clerk

(town seal)

NORTH CAROLINA, BURKE COUNTY

I, FRANCES HILDEBRAN, certify that the foregoing is a true and accurate copy of a resolution adopted by the Town County of the Town of Valdese, North Carolina, at a regular meeting held March 5, 2018, at 6:00 p.m. at the Town Hall of the Town of Valdese.

This, the _____ day of March, 2018.

Frances Hildebran, Town Clerk

NORTH CAROLINA, BURKE COUNTY

I, a Notary Public in and for said county and state, certify that FRANCES HILDEBRAN, Town Clerk for the Town of Valdese, personally appeared before me this day and acknowledged the due execution of the foregoing certification for the purposes stated therein.

This, the _____ day of March, 2018.

(notary seal)

Name: _____
Title: _____
My Commission expires: _____

EXHIBIT A:
WHISNANT STREET SE
RIGHT OF WAY ABANDONMENT
LEGAL DESCRIPTION

BEGINNING at a point in or near Main Street East (Highway 70), said point being the northeast corner of that property described in Deed Book 960, page 42, Burke County Registry, and running thence from said point of BEGINNING South 48° 05' 05" East 21.72 feet to a point; thence South 18° 57' 41" West 130.12 feet to a point; thence with the arc of a circular curve to the left having an arc length of 50.46 feet, a radius of 60.00 feet, a delta angle of 48° 11' 23", a chord bearing of South 43° 03' 22" West and a chord length of 48.99 feet to a point; thence with the Shatley line as described in that deed recorded in Book 960, page 42, Burke County Registry North 18° 57' 41" East 160.53 feet to a spike found in the line of the property described in Book 960, page 42, Burke County Registry; thence continuing North 18° 57' 41" East 22.78 feet to the point of BEGINNING and being that property designated "Portion of Whisnant Street SE to be closed" as shown on a plat of survey prepared by West Consultants, PLLC titled, "Town of Valdese (Whisnant Street SE Relocation)" dated September 12, 2017.

RESOLUTION DEDICATING TOWN PROPERTY
AS PART OF WHISNANT STREET SE

Prepared by/mail to: MARC MITCHELL, P.A., PO DRAWER 69, VALDESE, NC 28690

WHEREAS, the town council decided to relocate a section of Whisnant Street SE;
and

WHEREAS, to relocate that section of Whisnant Street SE, on January 2,
2018, the town council ordered that a section of Whisnant Street SE be closed; and

WHEREAS, having closed that section of Whisnant Street SE, the town
council desires to dedicate the property that will become part of the relocated
section of Whisnant Street SE in order to complete the relocation of Whisnant
Street SE; and

WHEREAS, the relocated section of Whisnant Street SE is shown on a plat of
survey prepared for the Town of Valdese entitled, "Town of Valdese (Whisnant
Street SE Relocation)" dated September 12, 2017, prepared by West Consultants,
PLLC;

NOW, THEREFORE, the town council of the Town of Valdese hereby
dedicates the following property as part of Whisnant Street SE, a public street:

BEGINNING at a point located the following courses and distances from a
reference point located in the northeast corner of that property recorded in
Book 960, page 42, Burke County Registry: South 48° 05' 05" East 21.72 feet
to a point; South 62° 28' 19" East 75.59 feet to a point, the point of
BEGINNING, and running thence from said point of BEGINNING North 62°
28' 19" West 35.60 feet to a point; thence South 17° 02' 26" West 86.20 feet to
a point; thence with the arc of circular curve to the right having an arc length
of 24.82 feet, a radius of 25.00 feet, a delta angle of 56° 53' 20", a chord
bearing of South 45° 29' 06" West and a chord length of 23.82 feet to a point;
thence South 73° 55' 46" West 28.54 feet to a point; thence with the arc of a
circular curve to the left having an arc length of 11.16 feet, a radius of 55.00
feet, a delta angle of 11° 37' 35", a chord bearing of South 68° 06' 59" West
and a chord length of 11.14 feet to a point; thence South 18° 57' 41" West
52.81 feet to a point; thence South 39° 08' East 23.56 feet to a rebar set;
thence North 18° 57' 41" East 27.51 feet to a rebar set; thence with the arc of
circular curve to the right having an arc length of 19.19 feet, a radius of 20.00
feet, a delta angle of 54° 58' 05", a chord bearing of North 46° 26' 43" East
and a chord length of 18.46 feet to a rebar set; thence North 73° 55' 46" East
28.54 feet to a rebar set; thence with the arc of a circular curve to the left
having an arc length of 59.57 feet, a radius of 60.00 feet, a chord bearing of
North 45° 29' 06" East and a chord length of 57.16 feet to a rebar set; thence
North 17° 02' 26" East 79.72 feet to the point of BEGINNING and being that
property designated as "Portion of Town of Valdese Property to be dedicated
to Whisnant Street SE – 6675 sq ft" as shown on that plat of survey prepared
for the Town of Valdese entitled, "Town of Valdese (Whisnant Street SE

Relocation)” dated September 12, 2017, prepared by West Consultants, PLLC.

This resolution was adopted this 5th day of March, 2018.

TOWN OF VALDESE

By: _____
John F. Black, Jr., Mayor

ATTEST:

Frances Hildebran, Town Clerk

(town seal)

NORTH CAROLINA, BURKE COUNTY

I, a Notary Public in and for said county and state, certify that FRANCES HILDEBRAN, personally appeared before me that she is the Town Clerk of the TOWN OF VALDESE, a North Carolina municipal corporation, and that, by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

This, the _____ day of March, 2018.

(notary seal)

Name: _____
Title: _____
My Commission expires: _____



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120

FAX (828) 879-2139

Memorandum

To: John Black, Mayor
Town Council

From: Larry Johnson, Planning Director

Date: February 28, 2018

Subject: Phase III Final Plat – Lake Vistas Subdivision

During the August meeting of the Valdese Town Council, Town Council approved the Phase III Preliminary Plat of the Lake Vistas Subdivision. As required by the Valdese Subdivision Regulations, staff is presenting the Final Plat for approval.

The Lake Vistas Subdivision Phase III (Island Pointe) consists of approximately 82.36 acres under the ownership of Natural Land Alliance, Incorporated. The 82.36 parcel will be subdivided into 50 lots for residential development. All 50 lots will be one acre or greater in size. As with Phase I and Phase II, Phase III would not be served with water or sewer, but private well and septic systems. Approximately one mile of new roads will be constructed with a pavement width of 20 feet. The new streets will be private. Overall, the development standards would meet or exceed the two previous phases.

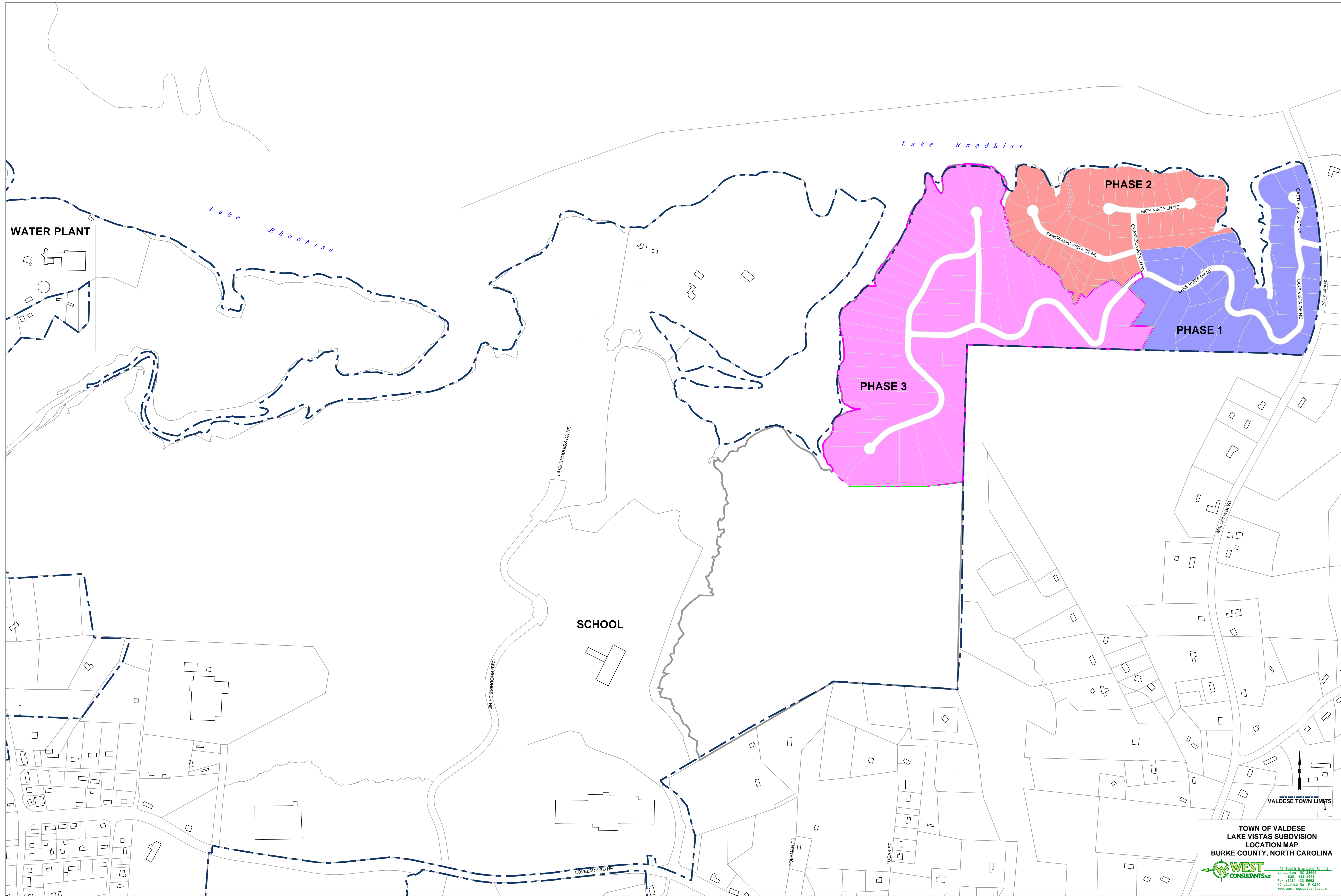
The Town's Subdivision Regulations require that the Final Plat contain or depict information outlined in Section 9-2033.01 and have completed the installation of improvements or provided guarantees of such improvements as outlined in Section 9-2034. The Final Plat submitted to Town Council contains or depict all information in the Final Plat approval.

Additionally, the Final Plat approval process requires the developer to have completed the installation of improvements or guarantee such installations; as well as provide a defects guarantee for one year. Natural Land Alliance, Incorporated is prepared to deposit with the Town of Valdese \$745,013.00 as security, subject to Town Council approval. Natural Land Alliance will also submit to the Town a letter agreeing to maintain improvements and deposit

cash in the amount of \$5,000.00 guaranteeing the improvements against defects for one year, if accepted by the Town Council.

The Valdese Planning Board met on February 19 2018 to review recommend approval or disapproval of the final plat. It was the finding of the Planning Board that all requirements and information outlined in the Valdese Subdivision Regulations had been met the developer, Natural Land Alliance, Incorporated and recommends Town Council approval of the Lake Vista Phase III (Island Pointe) Final Plat.

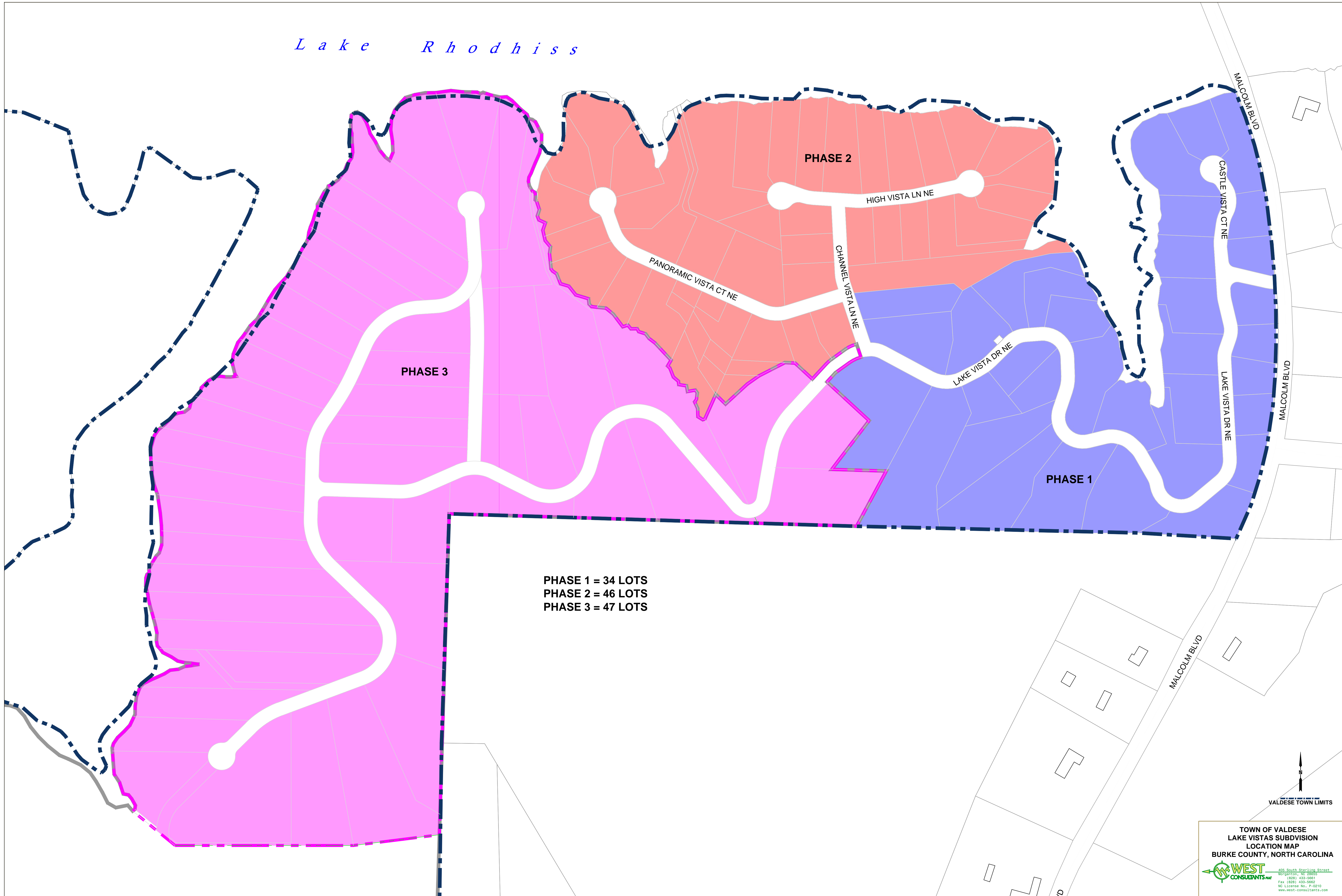
Please find attached documents related to this request.



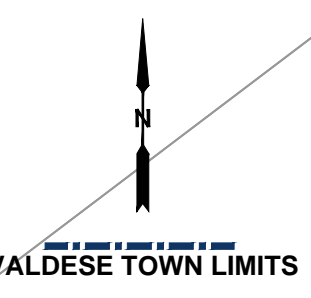
**TOWN OF VALDEESE
LAKE VISTAS SUBDIVISION
LOCATION MAP
BURKE COUNTY, NORTH CAROLINA**

WEST CONSULTANTS INC.
495 South Sterling Street
Wilmington, NC 28403
Fax: (828) 433-5661
NC License No. P-10210
www.west-consultants.com

L a k e R h o d h i s s



PHASE 1 = 34 LOTS
 PHASE 2 = 46 LOTS
 PHASE 3 = 47 LOTS



TOWN OF VALDESE
 LAKE VISTAS SUBDIVISION
 LOCATION MAP
 BURKE COUNTY, NORTH CAROLINA

495 South Sterling Street
 Morganton, NC 28655
 P: (828) 433-5661
 F: (828) 433-5662
 NC License No. P-10210
 www.west-consultants.com

- .13 If the Planning Board recommended disapproval of the preliminary plat, the subdivider may present the preliminary plat to the Town Council at its next regularly scheduled meeting which follows the Planning Board’s decision by at least 20 days. Failure of the subdivider to present the preliminary plat whose disapproval was recommended by the Planning Board at said regularly scheduled Town Council meeting constitutes abandonment of the plat as submitted, but shall not prevent the subdivider from subsequently submitting to the Planning Board a revised preliminary plat for the same parcel of land in accordance with the provisions of this chapter.
- .14 If the Town Council approves the preliminary plat, such approval shall be noted on two plats. One plat shall be retained by the Town Council and one copy shall be returned to the subdivider. If the Town Council approves the preliminary plat with conditions, approval shall be noted on two plats along with a reference to the conditions. One plat along with the conditions shall be retained by the Town Council and one preliminary plat along with the conditions shall be returned to the subdivider. If the Town Council disapproves the preliminary plat, the reasons for such disapproval shall be specified in writing. One plat and the reasons shall be retained by the Town Council and one plat shall be returned to the subdivider.

9-2033.01 Information to be Contained or Depicted on the Preliminary and Final Plats.

The preliminary and final plats shall depict or contain the information indicated in the following table. An “X” indicates that the information is required:

INFORMATION	Preliminary	Final
Title Block Containing <ul style="list-style-type: none"> ▪ Property designation ▪ Name of Owner ▪ Location (including township, county and state) ▪ Date or dates survey was conducted and plat prepared ▪ A scale of drawing in feet per inch listed in words or figures ▪ A bar graph. ▪ Name, address, registration number of the registered land surveyor 	X	X
Name of the subdivider	X	X
A sketch vicinity map showing the relationship between the proposed subdivision and surrounding area.	X	X
Corporate limits, township boundaries, county lines if on the subdivision tract	X	X
Names, addresses and telephone numbers of all owners,	X	X

registered land surveyors, land planners, architects, landscape architects, and professional engineers responsible for the subdivision		
Registration numbers and seals of professional engineers	X	X
The boundaries of the tract, or portion thereof, to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X	X
North arrow and orientation	X	X
The names of owners of adjacent properties	X	X
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands.	X	X
The names of any adjoining subdivisions of record or proposed and under review.	X	X
The zoning classifications of the tract to be subdivided and adjoining properties.	X	X
Existing property lines of tract to be subdivided and adjoining properties.	X	X
Existing buildings or other structures water courses, railroads, bridges, culverts, storm drains on the land to be subdivided and land immediately adjoining.	X	X
Proposed lot lines, lot and block numbers, and approximate dimensions	X	X
The lots numbered consecutively throughout the subdivision.		X
Wooded areas, marshes, swamps, rock outcrops, ponds, lakes, streams, streambeds and any other natural features affecting the site.	X	X
<ul style="list-style-type: none"> ▪ The exact location of the flood hazard, floodway and floodway fringe from the community's FEMA maps ▪ Base flood elevation data for subdivisions which contain at least five (5) lots or fifty acres, whichever is less 	X	X

STREET INFORMATION	Preliminary	Final
Proposed streets	X	X
Existing and platted streets on adjoining properties and in the proposed subdivision	X	X
Rights-of-way locations and dimensions	X	X
Pavement widths	X	X
Design engineering data for all corners and curves	X	X
Typical street cross sections	X	X
Street names	X	X
Street maintenance agreement in accordance with Section 9-2050.04 and 9-2050.05 of this chapter.		X
Type of street dedication; all streets must be designated "public" or "private."	X	X

<i>Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the Subdivision Administrator for approval prior to preliminary plat approval.</i>		
<i>Where public streets are involved which will not be dedicated to the Town, the subdivider shall supply the Subdivision Administrator with all the appropriate documentation for NCDOT District Highway Office review and approval.</i>		
Where streets are to be dedicated to the public, but have not been accepted into the Town or the state system before lots are sold, a statement explaining the status of the streets in accordance with Section 9-2050.05 of this chapter.		X
If any street is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the NCDOT, Division of Highways' Manual on Driveway Regulations.		X
Evidence that the subdivider has obtained such approval	X	X

OPEN/COMMON/PUBLIC SPACE	Preliminary	Final
Location of all easements	X	X
Trails	X	X
Natural buffers	X	X
Pedestrian or bicycle paths	X	X
Parks and recreation areas with specific type indicated	X	X
School sites	X	X
Areas to be dedicated to or reserved for public use	X	X
Areas to be used for purposes other than residential with the purposes of each stated	X	X
The future ownership of recreation and open space lands.	X	
<i>Dedication or reservation for public use to governmental body, for owners to duly constituted homeowners' association, or for tenants remaining in subdivider's ownership.</i>		

UTILITY INFORMATION	Preliminary	Final
Location of all utility easements	X	X
If deemed necessary by the Subdivision Administrator, the plans for utility layouts including:	X	X
Sanitary sewers		
Storm sewers		
Other drainage facilities, if any		
Water distribution lines		
Natural gas lines		

Telephone lines Cable or Internet lines Electric lines Plans should illustrate connections to existing systems, showing line sizes, the location of fire hydrants, blow-offs, manholes, force mains and gate valves.		
Plans for individual water supply and sewerage disposal systems, if any	X	X

SITE CALCULATIONS	Preliminary	Final
Acreage in total tract to be subdivided	X	X
Acreage in parks and recreation areas, and other nonresidential uses	X	X
Total number of parcels created	X	X
Acreage of each lot in the subdivision	X	X
Linear feet in streets	X	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places	X	X
Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line (with errors of closure), block line and building line, whether curved or straight, and including true north point. This should include the radius, central angle, point of tangency, tangent distance and arcs and chords of all curved streets and curved property lines. All dimensions should be to the nearest one-tenth (1/10) of a foot and angles to the nearest minute.		X
The accurate location and description of all monuments, markers and control points		X
A copy of any proposed deed restrictions or similar covenants. Such restrictions are mandatory when private recreation areas are established	X	X
A copy of the erosion control plan submitted to the appropriate authority, if such plan is required.	X	X
Topographic map with contour intervals of no greater than 20 ft. at a scale of no less than 1:24,000.	X	
All certifications required in section 9-2035.04		X
Any other information considered by either the subdivider, Planning Board or Town Council to be pertinent to the review of the plat.	X	X

Plats not illustrating or containing the above listed data shall be returned by the Subdivision Administrator to the subdivider or his authorized agent for completion and resubmission.

Section 9-2034 FINAL PLAT APPROVAL PROCESS.

9-2034.01 Improvements Installation.

Upon the approval of the preliminary plat by the Planning Board and Town Council, the subdivider may proceed with the preparation of the final plat and install the required improvements or arrange for installation of the required improvements in accordance with the approved preliminary plat and the requirements of this chapter.

Prior to approval of a final plat, the subdivider shall have completed installation of the improvements or provided guarantees of such installation, as specified in this chapter.

9-2034.02 Town Participation and Costs.

The Town at the election of the Town Council, may participate in the costs of providing water and sewer services and in the cost of paving streets and sidewalks, including curb and guttering, in accordance with the plans shown on the approved plat. If the subdivider desires Town participation, a written request should be made to the Town prior to the installation of any improvements.

9-2034.03 Performance Guarantee.

- .1 Following approval of the preliminary plat by the Town Council, the subdivider may proceed with the preparation of the final plat and the installation of or arrangement for required improvements in accordance with the approved preliminary plat and the requirements of this chapter. Prior to approval of a final plat, the subdivider shall have installed the improvements specified in this chapter or guaranteed their installation as provided herein. No final plat will be accepted for review by the Planning Board or Town Council unless accompanied by a written notice by the Town Manager and/or Town Engineer acknowledging compliance with the improvement and guarantee standards of this chapter. The final plat shall constitute only that portion of the preliminary plat which the subdivider proposes to record and develop at that time; such portion shall conform to all requirements of this chapter.
- .2 In lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, the Town may enter into an agreement with the subdivider whereby the subdivider shall agree to complete all required improvements. Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Town Council, if all other requirements of this chapter are met. To secure this agreement, the subdivider shall provide, subject to the approval of Town Council, either one, or a combination of the following:

- (a) Surety performance bond(s). The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina. The bonds shall be payable to the Town and shall be in an amount equal to 125% of the entire cost, as estimated by the subdivider and approved by the Town Council, of installing all required improvements. The duration of the bond(s) shall be until such time as the improvements are accepted by Town Council.
- (b) Cash or equivalent security. The subdivider shall deposit cash and irrevocable letter of credit or other instrument readily convertible into cash at face value, either with the Town or in escrow with a financial institution designated as an official depository of the Town. The use of any instrument other than cash shall be subject to the approval of Town Council. The amount of deposit shall be equal to 125% of the cost, as estimated by the subdivider and approved by Town Council, of installing all required improvements. If cash or other instrument is deposited in escrow with a financial institution as provided above, then the subdivider shall file with Town Council an agreement between the financial institution and himself guaranteeing the following:
- i) That the escrow account shall be held in trust until released by the Town Council and may not be used or pledged by the subdivider in any other matter during the term of escrow; and
 - ii) That in case of a failure on the part of the subdivider to complete said improvements, the financial institution shall, upon notification by the Town Council, and submission by Town Council to the financial institution of an engineer's estimate of the amount needed to complete the improvements, immediately either pay to the Town the funds estimated to complete the improvements, up to the full balance of the escrow account or deliver to the Town any other instrument fully endorsed or otherwise made payable in full to the Town.

.3 Upon default, meaning failure on the part of the subdivider to complete the required improvements in a timely manner as spelled out in the performance bond or escrow agreement, then the surety, or the financial institution holding the escrow account shall, if requested by the Town Council, pay all or any portion of the bond or escrow fund to the Town the amount needed to complete the improvements based on an engineering estimate. Upon payment, the Town Council, in its discretion, may expend such portion of said funds as it deems necessary to complete all or any portion of the required improvements. The Town shall return to the subdivider any funds not spent in completing the improvements.

.4 The Town Council may release a portion of any security posted as the improvements are completed and recommended for approval by the Planning Board. Within 30 days after receiving the Planning Board recommendation, the Town Council shall approve said improvements. If the Town Council approves said improvements, then it shall immediately release any security posted.

9-2034.04 Defects Guarantee.

- .1 The Town Council shall require a bond guaranteeing utility taps, curbs, gutters, street pavement, sidewalks, drainage facilities, water and sewer lines, and other improvements against defects for one year. If said improvements are constructed at different times, then said guarantee shall continue until one year from the date of acceptance of the improvement last constructed. The amount of the bond shall be determined by the Town Manager or consulting engineer and shall be in cash or made by a surety company authorized to do business in North Carolina.
- .2 The Town Council shall require the subdivider to submit a letter to the Town Clerk in which he agrees to maintain all improvements and any ditch which has been dug in connection with the installation of such improvements. The obligation to maintain all improvements and ditches shall be binding to the subdivider for a period of one year following the acceptance of the improvements by the Town.

9-2034.05 Final Plat Review.

No final plat will be accepted for review by the Planning Board or Town Council unless accompanied by written notice by the Staff Planner acknowledging compliance with this Chapter.

SECTIONS 9-2035 THE FINAL PLAT.

The final plat may be approved for only that portion of the preliminary plat, which the subdivider proposes to record and develop; however, all properties on the final plat shall conform to all requirements of this chapter.

No final plat shall be approved unless and until the subdivider shall have installed, in that area represented on the final plat, all improvements required by this chapter (or shall have guaranteed their installation as provided for in Section 9-2034.03 of this chapter and all permanent reference points described in Article D of this chapter).

9-2035.01 Plat Submitted.

The subdivider shall submit five (5) copies of the final plat, so marked, to the Subdivision Administrator not less than twenty (20) days prior to the Planning Board meeting at which the approval of the plat is to be considered. One additional copy shall be prepared in accordance with G.S. 47-30 and shall bear all the required certifications set forth in Section 9-2035.04 of this chapter, at which time it will be considered for approval. The reproducible drawing shall be given to the Subdivision Administrator not later than the date of the Planning Board meeting at which approval is requested. The plat shall be submitted not more than twelve (12) months after the date on which the preliminary plat was approved; provided, however, a written extension of this time limit

may be granted by the Planning Board on or before the one-year anniversary of the approval.

9-2035.02 Size of Plat and Scale.

Final plats shall be of a size suitable for recording with the Burke County Register of Deeds. Where size of land areas or suitable scale to assure legibility require, maps may be placed on two or more sheets with appropriate match lines. Final plats shall be drawn at a scale of one (1) inch equals two hundred (200) feet, or greater.

9-2035.03 Plat Prepared.

The final plat shall be prepared by a surveyor licensed and registered to practice in the State of North Carolina. The final plat shall substantially conform to the preliminary plat as it was approved. The final plat shall conform to the provisions of Section 47-30 of the General Statutes of North Carolina.

9-2035.04 Certifications Required.

The following signed certificates shall appear on the reproducible copy of the final plat which is submitted to the Planning Board by the subdivider:

A. CERTIFICATION OF OWNERSHIP AND DEDICATION

I hereby certify that I am/we are the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of Valdese and that I/we hereby adopt this plan of subdivision with my free consent and establish minimum building setback lines as noted.	
_____	_____
Owner	Date

(Notary Statement)

B. CERTIFICATE OF SURVEY AND ACCURACY

In accordance with the *Manual of Practice for Land Surveying in North Carolina*: On the face of each map prepared for recordation there shall appear a certificate executed by the person making the survey or map including deeds any recorded data shown thereon. The certificate shall include a statement of error of closure calculated by latitudes and departures. Any lines on the map which were not actually surveyed must be clearly indicated on the map and a statement included in the certificate revealing the source of the information. The certificate shall take the following form:

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: March _____, 2018

NAME OF SUBDIVIDER: Natural Land Alliance, Inc., a North Carolina corporation, (referred to as Subdivider”).

NAME OF SUBDIVISION: Island Pointe at Lake Vista

SUBDIVISION LOTS: 48 lots as shown on the map of Island Pointe at Lake Vista (the “Subdivision Map”) prepared by West Consultants, PLLC (land and streets shown on the Subdivision Map are sometimes referred to as the “Subdivision”)

ESTIMATED TOTAL COST TO COMPLETE IMPROVEMENTS: \$596,010.00

SURETY: Cash Bond in the amount of \$745,013.00

This Agreement is made and entered into by and between the Town of Valdese, a municipal corporation of the State of North Carolina, hereinafter referred to as “the Town”, and the Subdivider.

RECITALS

A. Subdivider has presented to the Town for approval and recordation a final subdivision map of a proposed subdivision named Island Pointe at Lake Vista pursuant to the Town's ordinances and regulations and other applicable law relating to the filing, approval and recordation of subdivision maps (the "Subdivision Laws").

B. The Subdivision Laws establish that as a condition to the approval of a final map, the Subdivider must have either (a) completed, in compliance with Town standards, all of the improvements and land development work required by the Subdivision Laws or (b) have entered into a secured agreement with the Town to complete the required improvements and land development within a period of time specified by the Town.

C. In consideration of the approval of a final map for the Subdivision by the Town Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at Subdivider's own expense, all improvement work required by the Town in connection with the proposed Subdivision. Subdivider has secured this Agreement by a cash bond as required by the Subdivision Laws.

D. Water for the Subdivision lots shall be provided by private wells, and sewer service for the Subdivision lots shall be provided by private septic systems. Therefore, the only required Subdivision improvement is the construction of the private subdivision streets (the Subdivision Streets) as shown on the Subdivision Map.

E. A cross section of the construction requirements for the Subdivision Streets is shown on the Subdivision Map. Construction of the Subdivision Streets in accordance with the cross section shown on the Subdivision Map and according to other applicable Town street construction standards has been approved by the Town. The required Subdivision Streets construction is sometimes referred to as "the improvements."

F. An estimate of the cost for completing the construction of the Subdivision Streets and performing the related land development work has been made by West Consultants, PLLC as shown in the document dated February 5, 2018, titled "Lake Vista Phase 3 Construction Estimate" (the "Construction Cost Estimate"). The Construction Cost Estimate in the amount of \$596,010 has been approved by the Town.

G. The Town has adopted standards for the construction and installation of subdivision streets. The Subdivision Streets must be constructed and installed in accordance with the cross section shown on the Subdivision Map and in accordance with all other applicable Town construction standards.

H. Subdivider recognizes that by approval of the final map for the Subdivision, the Town has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision. As a result, the Town will be damaged to the extent of the cost of installation of the improvements by Subdivider's failure to perform its obligations to complete construction of the improvements by the time established in this Agreement. The Town shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the Town. Such a remedy would normally be appropriate only when no lots have been conveyed pursuant to the approved map.

NOW, THEREFORE, in consideration of the approval by the Town Council of the final map of the Subdivision, Subdivider and the Town agree as follows:

(1) **SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS.** Subdivider shall:

(a) Complete at Subdivider's own expense, construction of the Subdivision Streets in accordance with the street cross section and other applicable Town standards by May 1, 2019; provided, however, the improvements shall not be deemed to be completed until accepted as provided in Section (11) of this Agreement.

(b) Furnish the materials necessary for the completion of the improvements.

(c) Acquire interests in real property required for the construction and installation of the improvements, free and clear of all liens and encumbrances. Subdivider shall also be responsible for obtaining any public or private utility easements or authorization required to accommodate the Subdivision.

(d) Complete the improvements required by the deadline stated in Section (1)(a) above, unless a time extension is granted in writing by the Town.

(2) **SECURITY.** Subdivider shall at all times guarantee Subdivider's performance of its obligations under this Agreement by furnishing to the Town, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by the Town to assure faithful performance of this Agreement in regard to said improvements in an amount of 125% of the estimated cost to complete the improvements.

The security required by this Agreement shall be kept on file with the Town Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) comply with the Subdivision laws and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement.

(3) ALTERATIONS TO SUBDIVISION STREET PLANS.

(a) Any changes, alterations or additions to the Subdivision Street plans shall not lessen the improvement security given for faithful performance of this Agreement. If such changes, alterations, or additions agreed to by the Subdivider and the Town exceed 10% of the original estimated cost of completing the improvements, Subdivider shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred twenty-five percent (125%) of the total estimated cost of the improvements as changed, altered, or amended.

(b) The Subdivider shall construct the improvements in accordance with the Town standards in effect at the time of this Agreement. If Subdivider requests and is granted an extension of time for completion of the improvements, the Town may apply the standards in effect at the time of the extension.

(4) INSPECTION. Subdivider shall at all times maintain safe access for inspection of the improvements by Town inspectors. Upon completion of the work, Subdivider shall request a final inspection by the Town, or the Town's authorized representative. If the Town, or its designated representative, determines that the improvements have been completed in accordance with this Agreement, then the Town shall certify the completion of the improvements. At the option of the Town, such inspections and certifications may be made by a duly licensed engineer contracted by the Subdivider. No improvements shall be finally accepted by the Town unless all aspects of the work have been inspected and completed in accordance with this Agreement. Subdivider shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the Town pursuant to Section (11) herein.

(5) RELEASE OF SECURITY. The security required by this Agreement shall be released as follows:

(a) Upon West Consultants, PLLC (the engineer) certifying to the Town that the Road Grading as referred to in paragraph 1 of the Construction Cost Estimate has been completed, the Town shall release to the Subdivider \$88,950 of the performance guarantee. This amount shall be refunded within ten (10) days from the date the Town is provided with the engineer's certification.

(b) Upon the engineer certifying to the Town that the Clearing & Grubbing as referred to in paragraph 2 of the construction cost estimate has been completed, the Town shall release to the Subdivider \$7,500 of the performance guarantee. This amount shall be refunded within ten (10) days from the date the Town is provided with the engineer's certification.

(c) Upon the engineer certifying to the Town that the ABC Stone (8”) as referred to in paragraph 3 of the Construction Cost Estimate has been completed, the Town shall release to the Subdivider \$216,600 of the performance guarantee. This amount shall be refunded within ten (10) days from the date the Town is provided with the engineer’s certification.

(d) Upon the engineer certifying to the Town that the Asphalt (S9.5B)(2”) as referred to in paragraph 4 of the Construction Cost Estimate has been completed, the Town shall release to the Subdivider \$235,200 of the performance guarantee. That amount shall be refunded within ten (10) days from the date the Town is provided with the engineer’s certification.

(e) Upon the engineer certifying to the Town that the 18” HDPE as referred to in paragraph 5 of the Construction Cost Estimate has been completed, the Town shall release to the Subdivider \$22,760 of the performance guarantee. That amount shall be refunded within ten (10) days from the date the Town is provided with the engineer’s certification.

(f) Upon the engineer certifying to the Town that the Erosion Control (50% complete) as referred to in paragraph 6 of the construction cost estimate has been completed, the Town shall release to the Subdivider \$25,000 of the performance guarantee. That amount shall be refunded within ten (10) days from the date the Town is provided with the engineer’s certification.

(g) Upon the engineer certifying to the Town that all of the required improvements have been satisfactorily completed, the balance of the performance guarantee shall be refunded to the Subdivider, subject to the requirements of the Defects Guarantee agreement entered into by the parties.

(6) PERMITS. Subdivider shall, at Subdivider's expense, obtain any required permits or licenses for the construction and installation of the improvements required under this Agreement or by law.

(7) DEFAULT OF SUBDIVIDER.

(a) Default of Subdivider shall include, but not be limited to,

(1) Subdivider's failure to timely commence construction of the improvements as required under this Agreement;

(2) Subdivider's failure to timely complete the construction of the improvements as required under this Agreement;

(3) Subdivider's failure to timely cure any defect in the improvements;

(4) Subdivider's insolvency, appointment of a receiver for the Subdivider, or a filing of any petition in bankruptcy either voluntary or involuntary that Subdivider fails to discharge within thirty (30) days;

(5) the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(6) Subdivider's failure to perform any other obligation under this Agreement.

(b) The Town reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The Town shall have the right, subject to this Section, to draw upon or use the security to mitigate the Town's damages in event of default by Subdivider. The right of the Town to draw upon or use the security is additional to and not in lieu of any other remedy available to the Town. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, the Town's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by the Town for the completion of the improvements in accordance with the Improvement Plans and specifications contained therein.

In the event of Subdivider's default under this Agreement, Subdivider authorizes the Town to perform such obligations twenty (20) days after mailing written notice of default to Subdivider and Subdivider agrees to pay the entire cost of such performance by the Town.

The Town may take over work and prosecute the same to completion, by contract or by any other method the Town may deem advisable, for the account and at the expense of Subdivider, and the Subdivider, and if applicable the Subdivider's surety, shall be liable to the Town for any excess cost or damages occasioned the Town thereby. In such event, the Town, without liability for so doing, may take possession of and use in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

(c) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by the Town in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

(d) The failure of the Town to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

(8) **WARRANTY.** Subdivider shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after the Town's final acceptance of the improvements. If within the warranty period any work or improvement constructed by Subdivider in connection with the development of the Subdivision fails to fulfill any of the requirements of this Agreement, Subdivider shall without delay and without any cost to the Town, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work. Should Subdivider fail to act promptly or in accordance with this requirement, Subdivider hereby authorizes the Town, at the Town's option, to perform the work twenty (20) days after mailing written notice of default to Subdivider and, if applicable, to Subdivider's surety, and

agrees to pay the cost of such work by the Town. Should the Town determine that urgency requires repairs or replacements to be made before Subdivider can be notified, the Town may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Subdivider shall pay to the Town the cost of such repairs.

(9) **SUBDIVIDER NOT AGENT OF THE TOWN.** Neither Subdivider nor any of Subdivider's agents, contractors or subcontractors are or shall be considered to be agents of the Town in connection with the performance of Subdivider's obligations under this Agreement.

(10) **DAMAGE TO IMPROVEMENTS.** The Town shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

(11) **FINAL ACCEPTANCE OF WORK.** Acceptance of the improvements on behalf of the Town shall be made by the Town upon recommendation of the responsible engineer after final completion and inspection of the improvements. The Town shall act upon the engineer's recommendation within thirty (30) days from the date the responsible engineer certifies that the work has been finally completed. Such acceptance shall not constitute a waiver of defects by the Town. Final acceptance shall be memorialized by the execution of a certificate of acceptance by the Town Manager, which shall be filed with the Town Clerk with a copy to the Subdivider. All warranties shall run from the date of said certificate of acceptance. The streets within this subdivision are private streets, and despite final acceptance, the Town shall have no responsibility for the maintenance of Subdivision streets.

(12) **INDEMNITY/HOLD HARMLESS.** Neither the Town nor any officer or employee thereof shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, or employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless the Town, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands causes of action, liability, or loss arising out of the sole active negligence of the Town, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision. Acceptance by the Town of the improvements shall not constitute an assumption by the Town of any responsibility for any damage or taking covered by this Section. The Town shall not be responsible for the design or construction of the improvements.

After acceptance of the improvements, the Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance.

(13) **PERSONAL NATURE OF SUBDIVIDER'S OBLIGATIONS.** All of Subdivider's obligations under this agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or to any other third party without the express written consent of the Town.

(14) **TIME OF THE ESSENCE,** Time is of the essence in the performance of this Agreement.

(15) **NO VESTING OF RIGHTS.** Performance by Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance,

(16) **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the Town:

Notice to Town: Town of Valdese
 PO Box 339
 Valdese, NC 28690

Notice to Subdivider: Natural Land Alliance, Inc.

(17) **COMPLIANCE WITH LAWS.** Subdivider, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance and construction of the improvements and land development work required by this Agreement.

(19) **SEVERABILITY.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(20) **CAPTIONS.** The captions of this Agreement are for convenience and • reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(21) LITIGATION OR ARBITRATION. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

(22) INCORPORATION OF RECITALS. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(23) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(24) INTERPRETATION. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina, and this Agreement shall be interpreted without regard to any presumption or rule that the agreement or section in question shall be strictly construed against the drafting party.

(25) JURISDICTION. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Burke, State of North Carolina.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date and year first above written.

TOWN OF VALDESE

By: _____
Seth Eckard, Town Manager

NATURAL LAND ALLIANCE, INC.

By: _____
Printed Name: _____
Title: _____

CASH BOND TO GUARANTEE THE INSTALLATION
OF IMPROVEMENTS AS REQUIRED
BY THE TOWN OF VALDESE

Date of Issuance: March ___, 2018

Obligee: Town of Valdese
P.O. Box 339, Valdese NC 28690
Attention:

Subdivision: Island Pointe at Lake Vista

Amount of Bond: \$745,013.00

Subdivider: Natural Land Alliance, Inc.
Address:
City, State, Zip:
Phone Number: ()

Subdivider is firmly bound unto the Town of Valdese in the sum of (\$745,013) Seven Hundred Forty-Five Thousand Thirteen Dollars, which amount, in cash or by certified check, has been deposited with the Town of Valdese this _____ day of March, 2018.

In lieu of requiring the completion of all subdivision improvements prior to final plat approval, the Valdese Code of Ordinances provide that the Town of Valdese may enter into an agreement with the Subdivider whereby the Subdivider shall agree to complete all required improvements. The Town of Valdese Code of Ordinances requires that the agreement to complete the infrastructure improvements be secured. An acceptable method of securing the Subdivider’s obligation to complete the infrastructure improvement is for the Subdivider to deposit with the Town an amount equal to 125% of the cost, as estimated by the Subdivider and approved by the Town Council, to complete the installation of all required improvements.

The Town and the Subdivider have entered into a Subdivision Improvement Agreement dated March ___, 2018 (the “Agreement”), in which the Subdivider has agreed to complete the required Island Pointe at Lake Vista Subdivision infrastructure improvements and otherwise comply with the terms of the Agreement. Subdivider shall by May 1, 2019, complete all improvements that are required by the Agreement and otherwise comply with the terms of the Agreement.

The condition of this bond is that if by May 1, 2019, the Subdivider shall faithfully complete the improvements specified in the Agreement and otherwise comply with all of the requirements of the Agreement, and the Town of Valdese has caused an inspection to be made and has authorized in writing the release of the security, then this bond shall be null and void and the funds deposited with the Town of Valdese that remain after any release(s) of funds as provided in the Agreement shall be returned to the Subdivider, subject to the requirements of the Defects Guarantee executed by the parties.

In the event that the Subdivider defaults under its obligation to install the required improvements in accordance with the requirements of the Agreement by May 1, 2019, the Town of Valdese may complete those improvements using funds available from this cash bond as provided in the Agreement. Those funds can be used to pay any and all expenses that may be incurred by the Town of Valdese as the result of actions taken by the Town after default to require the Subdivider to complete the improvements or which may be incurred by the Town in connection with the completion of the improvements by the Town including, but not limited to, construction costs, engineering costs and legal fees. Upon completion of the improvements, subject to the terms of the Defects Guarantee executed by the Town and the Subdivider, the Town of Valdese shall refund any unused portion of the funds.

WITNESS our hands and seals this ____ day of March, 2018.

NATURAL LAND ALLIANCE, INC.

By: _____
Printed Name: _____
Title: _____

TOWN OF VALDESE

By: _____
Printed Name: _____
Title: _____

Larry Johnson, Planning Director
Town of Valdese, North Carolina
400 Main Street West
Valdese, North Carolina 28690

February 18, 2018

Dear Mr. Johnson,

Please accept this letter as our commitment to undertake maintenance for a road system we are currently constructing in the Town for a subdivision known as Island Pointe at Lake Vistas.

We will agree to maintain all improvements and any ditch which has been dug in connection with the installation of such improvements. This obligation to maintain all improvements and ditches shall be binding on us, the subdivider for a period of one (1) year following the acceptance of the improvements by the Town. We will also warranty and maintain all improvements for one (1) year.

I have affixed my signature and corporate seal demonstrating our commitment to this obligation.

Thank you,



Larry Bragg, President
Natural Land Alliance, Inc.

[Seal]

DEFECTS GUARANTEE
(Natural Land Alliance, Inc.)

THIS DEFECTS GUARANTEE is issued by NATURAL LAND ALLIANCE, INC., a North Carolina corporation, (the Subdivider) to the TOWN OF VALDESE, a municipal corporation, (the Town).

WITNESSETH:

WHEREAS, the Subdivider owns a tract of land as shown on a map entitled “Island Pointe at Lake Vista” prepared by West Consultants, PLLC; and

WHEREAS, the Subdivider is developing that property into a 48-lot subdivision as shown on the Island Pointe map; and

WHEREAS, the Subdivider has entered into an agreement with the Town dated March _____, 2018, (the “Agreement”) in which the Subdivider has agreed to construct the private streets shown on the Island Pointe map in accordance with the requirements of the Agreement; and

WHEREAS, Section 9-2034.04(2) of the Valdese Code of Ordinances requires the Subdivider to agree to maintain all subdivision improvements and any ditch dug in connection with such improvements for a year following the Town’s acceptance of the improvements; and

WHEREAS, in paragraph 8 of the Agreement the Subdivider has agreed to maintain the subdivision improvements for a period of one year following final acceptance of the improvement as required by Section 9-2034.04(2) of the Valdese Code of Ordinances; and

WHEREAS, Section 9-2034.04 of the Valdese Code of Ordinances requires a bond guaranteeing the subdivision improvements against defects for a period of one year following the Town’s acceptance of the improvements; and

WHEREAS, the amount of the Defects Guarantee bond has been determined to be \$5,000; and

WHEREAS, the Town is holding the sum of \$745,013 pursuant to the Agreement as a cash bond to guarantee the installation of subdivision improvements; and

WHEREAS, instead of depositing the amount of the required Defects Guarantee bond at the present time, the parties have agreed that upon the Town’s final acceptance of the subdivision improvements, the Town will retain from that bond the sum of \$5,000 as a Defects Guarantee bond and refund any remaining balance to the Subdivider as hereafter provided;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The amount of the Defects Guarantee bond required by Section 9-2034.04(1) of the Valdese Town Code is \$5,000.

2. Instead of the Town refunding the balance of the \$754,013 deposited with the Town to secure the Subdivider’s Performance Guarantee as provided in the Agreement, the Town shall retain from that amount the sum of \$5,000 as the Defects Guarantee bond required by Section 9-2034.04(1) of the Valdese Code of Ordinances, and the Town shall refund the balance of that amount to the Subdivider. If the remaining amount of the Performance Guarantee is less than \$5,000, the Subdivider shall promptly deposit with the Town such additional amount as needed to increase the Defects Guarantee Bond amount held by the Town to \$5,000.

3. The condition of this bond is that if the subdivision improvements required by the Agreement have been free from defects for a period of one year following the Town’s acceptance of the subdivision improvements, then this bond shall be null and void and the Defect Guarantee bond funds deposited with the Town shall be returned to the Subdivider.

4. In the event it is determined that there are defects in the subdivision improvements and those defects are not promptly corrected by the Subdivider, the Town may correct those defects using funds available from this cash Defects Guarantee Bond. These funds may be used to pay any and all expenses that may be incurred by the Town to correct the defects including, but not limited to, construction costs, engineering costs and legal fees. Any funds remaining at the end of the year following acceptance of the subdivision improvements that are not needed to correct subdivision defects shall be promptly refunded to the Subdivider.

WITNESS our hands and seals this ____ day of March, 2018.

NATURAL LAND ALLIANCE, INC.

By: _____
Printed Name: _____
Title: _____

TOWN OF VALDESE

By: _____
Printed Name: _____
Title: _____

Valdese Town Council Meeting Monday, Mar 05, 2018

Budget Amendment No. 11

Subject: Meridian Economic Incentive

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

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

<u>Acct.</u> <u>No.</u>		<u>Debit</u>	<u>Credit</u>
30.8100.921	Trans to Gen Fund - Econ	180,000	
		-----	-----
Total		\$180,000	\$ 0
		=====	=====

This will result in a net increase of \$180,000 in the expenditures of the **Utility** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

<u>Acct.</u> <u>No.</u>			
30.3990.000	Fund Balance		180,000
		-----	-----
Total		\$	\$180,000
		=====	=====

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

Valdese Town Council Meeting Monday, Mar 05, 2018

Budget Amendment No. 11A

Subject: Meridian Economic Incentive

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

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

<u>Acct.</u> <u>No.</u>	<u>Debit</u>	<u>Credit</u>
10.4200.941 Econ Develop Meridian	180,000	
	-----	-----
Total	\$180,000	\$ 0
	=====	=====

This will result in a net increase of \$180,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

<u>Acct.</u> <u>No.</u>	<u>Debit</u>	<u>Credit</u>
10.3970.303 From Util - Econ		180,000
	-----	-----
Total	\$	\$180,000
	=====	=====

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

Valdese Town Council Meeting Monday, Mar 05, 2018

Budget Amendment No. 12

Subject: Rock School Arts Foundation

Memorandum:

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

Action Suggested:

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

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

<u>Acct.</u> <u>No.</u>		<u>Debit</u>	<u>Credit</u>
30.8100.928	Tran to Gen Fund - Econ	25,000	
		-----	-----
Total		\$ 25,000	\$ 0
		=====	=====

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

<u>Acct.</u> <u>No.</u>			
30.3990.000	Fund Balance		25,000
		-----	-----
Total		\$	\$25,000
		=====	=====

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

Valdese Town Council Meeting Monday, Mar 05, 2018

Budget Amendment No. 12A

Subject: Rock School Arts Foundation

Memorandum:

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

Action Suggested:

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

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

<u>Acct.</u> <u>No.</u>		<u>Debit</u>	<u>Credit</u>
10.6250.928	Public Art Fund -	25,000	
		-----	-----
Total		\$ 25,000	\$ 0
		=====	=====

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

<u>Acct.</u> <u>No.</u>			
10.3970.303	From Util - Econ		25,000

Total		\$	\$25,000
		=====	=====

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