



**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, November 5, 2018
6:00 P.M.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**

- 4. Informational Items**
 - A. Communication Notes
 - B. Reading Material

- 5. Open Forum/Public Comment**

- 6. Consent Agenda**

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

- A. Approval of Regular Meeting Minutes of October 1, 2018
- B. Resolution Approving BB&T Resolution and Agreement for Deposit Account

- 7. New Business**

- A. Introduction of New Employees
- B. Contract with Valdese Water Recycling for Alba Waldensian Mill Demolition Project
- C. Agreement with WPCOG for Grant Administration for Alba Waldensian Mill Demolition Project
- D. Award of Bid for St. Germain Avenue Water System Improvement Project
- E. Award of Bid Meter Replacement Project
- F. Façade Grant Request
- G. Budget Amendments

- 8. Manager's Report**

- A. Announcement of Grand Marshals for Valdese Christmas Parade, Saturday, December 1, 2018, 10:00 a.m.
- B. List of Upcoming Events in November and December in Reading Material

- 9. Mayor and Council Comments**

- 10. Adjournment**

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: November 2, 2018

Subject: Monday, November 5, 2018 Council Meeting

6. Consent Agenda:

- A. Approval of Regular Meeting Minutes of October 1, 2018**
- B. Resolution Approving BB&T Resolution and Agreement for Deposit Account**

Enclosed in the agenda packet is a resolution to approve the Resolution and Agreement for Deposit Account with BB&T. This resolution designates BB&T as an official depository and identifies designated representatives to execute various duties on behalf of the Town with the Town's deposit accounts.

7. New Business:

- A. Introduction of New Employees**

Parks and Recreation Director Doug Knight will introduce Athletic Programs Supervisor Jonathan Carter. Town Manager Seth Eckard will introduce Finance Director Bo Weichel.

- B. Contract with Valdese Water Recycling for Alba Waldensian Mill Demolition Project**

Enclosed in the agenda packet is a copy of the Project Contract for the Alba Waldensian Mill Demolition Project. This document is a contractual agreement between the Town of Valdese and Valdese Water Recycling that was created from the content in the Memorandum of Understanding that Council adopted on May 7, 2018. Attorney Walter Currie will be present to answer any questions about the contract.

Requested Action: Staff recommends that Council approve the contract with Valdese Water Recycling, LLC, as presented.

- C. Agreement with WPCOG for Grant Administration for Alba Waldensian Mill Demolition Project**

Enclosed in the agenda packet is an agreement with the Western Piedmont Council of Governments to administer a \$500,000 Community Development Block Grant (CDBG) for the Alba Waldensian Mill Demolition Project. The Grant Administration Agreement is in the amount of \$25,000. Funding will come from the grant funds.

Requested Action: Staff recommends that Council approve the WPCOG Agreements to administer the CDBG Grant in the amount of \$25,000.

- D. Award of Bid for St. Germain Avenue Water System Improvement Project**

Enclosed in the agenda packet is a letter of recommendation and a bid tabulation provided by West Consultants for the St. Germain Avenue Water System Improvement Project. A total of two bids were received; the lowest bid was submitted by Iron Mountain Construction Company, Inc., in the amount of \$295,589.20. David Poore of West Consultants will be at the meeting to discuss the project and answer questions.

Requested Action: Staff recommends that Council award the contract to Iron Mountain Construction Company, Inc., in the amount of \$295,589.20.

E. Award of Bid Meter Replacement Project

Enclosed in the agenda packet is a PowerPoint presentation, Resolution for Awarding Advanced Metering Technology, and a bid tab for the Meter Replacement Project. A total of three bids were received. The project will replace all ¾” meters with remote disconnect meters. The new AMI (advanced meter infrastructure) will replace meters that have reached or are near the end of their useful life. This project was recently awarded funding by the State including \$1,699,039 in a zero percent loan and \$566,347 in principal forgiveness. This project has been identified in the CIP. Andy Honeycutt of Metersys will be at the meeting to discuss the project and answer questions.

Requested Action: Staff recommends that Council approve the resolution accepting the bid from Mueller Systems in the amount of \$1,990,181, contingent upon approval from the State of the bid. This will allow us to issue a notice to proceed to the vendor immediately upon receiving a notice to proceed from the State.

F. Façade Grant Request

Enclosed in the agenda packet is a request from Foothills Service Project for a Main Street Program Façade Grant in the amount of \$5,000 to assist with the removal of false façade, restoration of second floor windows, and installation of signage and lighting. The estimated cost of the project is \$10,000.

Requested Action: Staff recommends that Council approve the request for a Façade Grant from Foothills Service Project in the amount of \$5,000.

G. Budget Amendments

Enclosed in the agenda packet are three budget amendments prepared by Finance Director Bo Weichel; he will be at the meeting to present the amendments.

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

READING MATERIAL

Event	Day	Date	Location
5 of 64 Concerts at the Rock - Flatt Lonesome	Saturday	November 3, 2018 7:30 p.m.	Old Rock School
Town of Valdese Council Meeting	Monday	November 5, 2018 6:00 p.m.	Valdese Town Hall Council Chambers
Voter Precinct	Tuesday	November 6, 2018	Valdese Town Hall & Old Rock School
Movies at the Rock – Avengers Infinity War	Friday	November 9, 2018 7:00 p.m.	Old Rock School
Christmas in November Craft Show	Saturday	November 10, 2018 9:00 a.m.-4:00 p.m.	Old Rock School
Veteran’s Day Town Offices Closed	Monday	November 12, 2018	All Town Offices
Employee Thanksgiving Luncheon	Wednesday	November 14, 2018 11:30 a.m. – 1:00 p.m.	Old Rock School Waldensian Room
2018 Southern Expo and Marketplace	Thursday	November 15, 2018 3:30 p.m. – 7:00 p.m.	Waldensian Mill
Annual Dinner Meeting with Valdese Merchants	Thursday	November 15, 2018 6:30 p.m.	Old Rock School Waldensian Room
Trail of Faith Lighting Ceremony	Tuesday	November 20, 2018 <i>*Lights will be on daily until December 24th from 6:00 p.m.- 9:00 p.m.</i>	Trail of Faith
Thanksgiving Town Offices Closed	Thursday & Friday	November 22 and 23, 2018	All Town Offices
Concerts at the Rock - The Cleverly’s	Friday	November 30, 2018 7:30 p.m.	Old Rock School
Christmas Parade	Saturday	December 1, 2018 10:00 a.m.	Main Street – <i>*Parade Participants will meet at Valdese Elementary School</i>
Movies at the Rock – Polar Express	Saturday	December 1, 2018 7:00 p.m.	Old Rock School
Town of Valdese Council Meeting	Monday	December 3, 2018 6:00 p.m.	Valdese Town Hall Council Chambers
Old Colony Players Presents: A Charlie Brown Christmas and Holiday Spectacular	Schedule varies for this production	Visit oldcolonyplayers.com for more information and tickets	Old Rock School
Christmas in Valdese with Annual Christmas Tree Lighting and Kids Caroling	Friday	December 14, 2018 6:00 p.m.	Old Rock School
Mingle with Kris Kringle & Valdese Merchants Shop Hop	Saturday	December 15, 2018 8:30 a.m., 9:30 a.m. & 10:30 a.m.	Old Rock School Waldensian Room
Council and Department Head Christmas Gathering	Tuesday	December 18, 2018 6:30 p.m.	100 Main Restaurant Upstairs
Christmas Town Offices Closed	Monday, Tuesday & Wednesday	December 24-26, 2018	All Town Offices

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
OCTOBER 1, 2018**

The Town of Valdese Town Council met on Monday, October 1, 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, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, 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 in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

OATH OF OFFICE: Burke County Clerk of Superior Court Mabel H. Lowman administered an Oath of Office to Councilman J. Andrew Thompson, Ward 1, while his wife, Connie, held the Bible.

Mayor Black thanked Ms. Lowman for administering the oath.

CONSENT AGENDA: (enacted by one motion)

REGULAR MEETING MINUTES OF SEPTEMBER 4, 2018

APPOINTMENTS TO PUBLIC ART COMMISSION, RECREATION COMMISSION, ABC BOARD, VALDESE HOUSING AUTHORITY Appointment of Megan McCormick, Donnie Edwards and J. Andrew Thompson to fill unexpired terms of Jonathan Dameron, Meghan Armour and Gary Delp, respectively, on the Parks and Recreation Commission; appointment of J. Andrew Thompson to fill unexpired term of Gary Delp on the Public Art Commission; appointment of John Heilman to fill unexpired term of J. Andrew Thompson on Valdese ABC Board; and reappointment of Willie "Butch" Pascal for another five-year term on the Valdese Housing authority. Mr. Pascal's term will expire October 31, 2023.

REQUEST TO SELL ALCOHOL DURING TOWN EVENTS AT OLD ROCK SCHOOL Request from Waldensian Style Wines to sell wine at the Christmas in November event on Saturday, November 10, 2018, from 9:00 a.m. to 4:00 p.m., Waldensian Room at the Old Rock School; and request from Friends of the Valdese Rec to sell beer at the Flatt Lonesome concert on November 3, 2018 and The Cleverly's concert on November 30, 2018, from 6:00 p.m. to 10:00 p.m. at the Old Rock School.

LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DAVID HARMON STUDIOS, LLC Lease agreement at rental space at the Old Rock School in the amount of \$283 per month.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

RESOLUTION ACCEPTING FUNDS FOR ST GERMAIN WATER SYSTEM IMPROVEMENT PROJECT: Water Resources Director Greg Padgett informed Council that bids for the St. Germain Water System Improvement Project are due October 18, 2018. This project has been identified in the CIP with funding being secured through a grant and loan.

RESOLUTION BY THE TOWN OF VALDESE

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a **DWSRF** loan in the amount of **\$313,656** for the construction of the **Saint Germain Avenue Water System Improvement Project (DWI Project No. WIF-1924)**, and

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF VALDESE,

That the Town of Valdese does hereby accept the State DWSRF loan offer of \$313,656.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such loan and grant offer for the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the loan and grant offer.

That the Town of Valdese has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 1st day of October, 2018 at Valdese, North Carolina

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

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

RESOLUTION ACCEPTING FUNDS FOR 2018 WATER SYSTEMS PROJECT: Water Resources Director Greg Padgett informed Council that the 2018 Water Systems Project will replace water lines that are primarily in the Triple District. This project has been identified in the CIP with funding being secured through a grant and loan. Mr. Padgett does not expect this project to go to bid until summer 2019.

RESOLUTION BY THE TOWN OF VALDESE

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a **DWSRF** loan in the amount of **\$1,181,700** for the construction of the **2018 Water System Upgrades Project (DWI Project No. WIF-1933)**, and

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF VALDESE,

That the Town of Valdese does hereby accept the State DWSRF loan offer of \$1,181,700.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such loan and grant offer for the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the loan and grant offer.

That the Town of Valdese has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 1st day of October, 2018 at Valdese, North Carolina.

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

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

ENGINEERING CONTRACT FOR SODIUM HYPOCHLORITE CONVERSION PROJECT: Water Resources Director Greg Padgett informed Council that McGill Associates, P.A. has been selected to provide services related to the preliminary engineering report, design, bidding & award, and construction and grant administration of the Sodium Hypochlorite Conversion Project. Mr. Padgett explained that the project will replace the aging disinfection treatment system at the Water Treatment Plant. This project was recently awarded funding by NC DEQ Division of Water Infrastructure including \$493,725 in a zero percent loan and \$164,575 in grant funds. The total project budget is \$658,300, including the \$121,400 value of the contract for the subject engineering services, and has been identified in the CIP.

Councilwoman Hildebran made a motion to approve the Agreement for Engineering Services with McGill Associates, P.A. for the Sodium Hypochlorite Conversion Project, in the amount of \$121,400, seconded by Councilman Ogle. The vote was unanimous.

ENGINEERING CONTRACT FOR MAIN STREET WATER LINE PROJECT: Water Resources Director Greg Padgett informed Council that McGill Associates, P.A. has been selected to provide engineering services and grant administration related to the design and construction of the replacement of 40+ year old water lines in the Town's water distribution system. Mr. Padgett shared that the project was recently awarded funding by NC DEQ Division of Water Infrastructure including \$1,782,950 in a zero percent loan and \$1,000,000 in grant funds. The total project budget is \$2,782,950, including the \$385,000 value of the contract for the subject engineering services, and has been identified in the CIP.

Councilman Sweezy made a motion to approve the Agreement for Engineering Services with McGill Associates, P.A. for Main Street Water Line Project, in the amount of \$385,000, seconded by Councilwoman Hildebran. The vote was unanimous.

BUDGET AMENDMENTS: Finance Director Jerry LaMaster presented the following budget amendments:

Valdese Town Council Meeting Monday, Oct 01, 2018

Budget Amendment No. 04

Subject: Police Car & Equip Insurance Reimbursement

Memorandum:

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

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North

Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

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

Acct. No.		<u>Debit</u>	<u>Credit</u>
10.5100.330	Dept Supplies	15,600	
10.5100.740	Capital Outlay	22,125	
		-----	-----
Total		\$ 37,725	\$
		=====	=====

This will result in a net increase of \$37,725 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct. No.			
10.3680.000	Insurance Reimbursement		37,725
		-----	-----
Total		\$	\$37,725
		=====	=====

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, Oct 01, 2018

Budget Amendment No. 05

Subject: Transfer from Capital Project Funds

Memorandum:

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

Action Suggested:

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

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

Acct. No.		<u>Debit</u>	<u>Credit</u>
10.6250.150	ORS Hallway Floor	24,000	
10.6250.450	Downtown Music	10,000	
10.5300.740	Hydraulic Extraction Tool	12,000	
		-----	-----
Total		\$ 46,000	\$
		=====	=====

This will result in a net increase of \$46,000 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct.

No.

10.3970.302 Trans From Capital Project	46,000

Total	\$ 46,000
	=====

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, Oct 01, 2018

Budget Amendment No. 06

Subject: Painting Community Center

Memorandum:

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

Action Suggested:

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

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

Acct.		
<u>No.</u>	<u>Debit</u>	<u>Credit</u>
10.6200.150 Maint & Repair Bldg	30,000	
	-----	-----
Total	\$ 30,000	\$
	=====	=====

This will result in a net increase of \$30,000 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

Acct.		
<u>No.</u>		
10.3970.302 Trans From Capital Project		30,000
	-----	-----
Total	\$	\$30,000
	=====	=====

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, Oct 01, 2018

Budget Amendment No. 07

Subject: Fire & Police Bldg Analysis

Memorandum:

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

Action Suggested:

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

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

Acct. No.		<u>Debit</u>	<u>Credit</u>
10.5300.040	Professional Services	6,500	
10.5300.450	Contract Services	18,500	
		-----	-----
Total		\$ 25,000	\$
		=====	=====

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

Acct. No.			
10.3970.302	Trans From Capital Project		25,000
		-----	-----
Total		\$	\$25,000
		=====	=====

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

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

MANAGER'S REPORT: Mr. Eckard made the following announcements:

Reminder - Draughn High School Homecoming Parade on Tuesday, October 2, 2018 at 6:30 p.m. Council will meet at Fire Department at 6:00 p.m.

Concerts at the Rock begin on Saturday, October 6, 2018 at 7:30 p.m.

Old Colony Players presents "Night of the Living Dead" at the Fred B. Cranford Amphitheatre on October 12, 13, 19, 20, 26, and 27 at 8:00 p.m.

Movies at the Rock, "Ghostbusters", Friday, October 26, 2018 at 7:00 p.m.

Treats in the Streets, Wednesday, October 31, 2018, 4:00-6:00 p.m.; Costume Contest at Wells Fargo Parking Lot at 6:00 p.m.

Thanksgiving/Employee Appreciation Luncheon on Wednesday, November 14, 2018, 11:30 a.m.-1:00 p.m., Waldensian Room at Old Rock School

Annual Dinner Meeting with Valdese Merchants, Thursday, November 15, 2018 at 6:30 p.m. Waldensian Room at Old Rock School

MAYOR AND COUNCIL COMMENTS: Councilwoman Stevenson announced that Old Colony Players' General Manager Edith Pruitt has several great productions lined up throughout the next year. Ms. Stevenson shared that there is a lot of hard work and excitement with these productions and encouraged everyone to attend. Ms. Stevenson expressed her concern about the loss of two businesses on Main Street. Ms. Stevenson thanked Doug Knight, Bryan Duckworth, and everyone else that was involved, for all of their hard work with the Children's Park Grand Reopening.

Councilwoman Hildebran asked if the Town's website has been updated with regard to the Town's boards and commissions. Community Affairs Director Morrissa Angi informed Ms. Hildebran that the site is current and this evening's appointments will be added. Ms. Hildebran shared that the bid opening for the renovations to the library is scheduled for mid-October and that there is \$900,000 set aside for renovations; however, conditions to the east as a result of Hurricane Florence have caused prices to rise, possibly limiting the amount of renovations that can now be completed with those funds. Ms. Hildebran welcomed Mr. J. Andrew Thompson to the board and shared that this is one of the best groups she has worked with and expressed her gratitude for his desire to serve the town.

Councilman Sweezy shared that a few residents asked if the Town would rename the annual fishing tournament to "Morrow Church Memorial Fun Fish Day" or some combination of Granville Morrow and Willard Church to honor both individuals for their commitment and participation with the event.

Mayor Black informed Council that the Greenway Public Transportation routes in Burke County started today and shared that the bus service is free for the entire week and all Fridays in the month of October. Mayor Black encouraged everyone to visit the Greenway Public Transportation site and download the app to see where the bus is in real time.

ADJOURNMENT: At 6:34 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.

The next meeting is a regularly scheduled meeting on Monday, November 5, 2018, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

ck

**RESOLUTION APPROVING BB&T RESOLUTION AND
AGREEMENT FOR DEPOSIT ACCOUNT**

WHEREAS, BB&T has asked the Town of Valdese to approve the resolutions set forth in the attached document entitled "BB&T Resolution and Agreement for Deposit Account" (the BB&T Resolutions); and

WHEREAS, the Town Council agrees to adopt the BB&T Resolutions;

IT IS THEREFORE RESOLVED by the Town Council of the Town of Valdese that the BB&T Resolutions are hereby adopted.

This the 5th of November, 2018.

John F. Black, Jr., Mayor

ATTEST:

Courtney Kennedy, Deputy Town Clerk

BB&T

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

TOWN OF VALDESE 566001355
Name of Entity EIN

- Corporation
- Unincorporated Association
- Limited Liability Company
- Government Entity
- General Partnership
- Limited Partnership
- Sole Proprietorship
- Non-Profit Corporation
- Other

I, the undersigned, hereby certify to BB&T that I am the Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Employee) of the above named Entity duly organized and existing under the laws of the State of North Carolina; and that the following are resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and in its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
<hr/>	<u>Susan Stevenson</u>	<u>Councilwoman</u>
<hr/>	<u>Roy Sweezy</u>	<u>Councilman</u>
<hr/>	<u>John F. "Chip" Black Jr.</u>	<u>Mayor</u>
<hr/>	<u>Seth Eckard</u>	<u>Town Manager</u>
<hr/>	<u>Bo Weichel</u>	<u>Finance Director</u>

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

FOR BANK USE ONLY	
Prepared By <u>B40278</u>	Date <u>10/31/2018</u>
Center <u>6052970</u>	Bank No. <u>102</u> State <u>NC</u>

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11



FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative, or person authorized in writing by a Designated Representative, is authorized to act on behalf of the Entity as follows: obtain information on accounts; appoint, remove or change Authorized Signers; deliver any night depository agreement; enter into any agreement for cash management services; lease a safe deposit box; enter into an agreement for deposit access device; enter into an agreement for credit cards; or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives and/or Authorized Signers are made, will immediately report and certify such changes to BB&T through submission of a new Resolution and Agreement for Deposit Account and/or signature card, as applicable. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution and Agreement for Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity, this _____ day of _____, Year _____.

For Corporations including Non-Profit:

Secretary/Assistant Secretary (Seal)

(Corporate Seal)

For All Other Entities:



_____ (Seal)

_____ (Seal)

_____ (Seal)

(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

PROJECT CONTRACT

THIS PROJECT CONTRACT ("CONTRACT") 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.

WHEREAS, the TOWN and RECYCLING entered into a non-binding MEMORANDUM OF UNDERSTANDING as of the 7th day of May, 2018, with regard to the Project described below; and

WHEREAS, the TOWN and RECYCLING wish to create a legally binding agreement for implementing and performing the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this CONTRACT, the parties agree as follows:

1. DEFINITIONS. The following terms shall have the meanings set forth below for the purposes of this CONTRACT:
 - 1.1 "The 3.16 Acre Parcel" means that 3.16 acre tract of land shown and described on a plat of a survey for RECYCLING recorded in Plat Book 45 at Page 236 in the office of the Register of Deeds of Burke County, North Carolina. The 3.16 Acre Parcel has located upon it a deteriorated and dilapidated vacant industrial building, a private alley known as Arnaud Alley, part of the Norfolk Southern Railway main line, fencing, and other improvements.
 - 1.2 "The Project" means demolition and clearance of the industrial building and other improvements (with the exception of the paved portion of Arnaud Alley and Waldo Street), construction of a new building on the 3.16 Acre Parcel (including site improvements and machinery and equipment) for headquarters for RECYCLING and a testing laboratory for RECYCLING'S industrial wastewater treatment and recycling operations at other sites, creation of jobs for persons of low and moderate income, addition to the TOWN property tax base, improvement of the central business district of the TOWN, addition of new public roads to the TOWN street system, improvement of access for the TOWN'S public safety programs, and providing for additional parking for properties in the vicinity of the 3.16 Acre Parcel.
 - 1.3 "Phase One" of the Project means the work of the TOWN in the design, permitting, contracting for, and performance of the demolition and clearance of the industrial building and other improvements and structures located on the 3.16 Acre Parcel.
 - 1.4 "Phase Two" of the Project means the work of RECYCLING in the planning, design, permitting, construction, and operation of the new building on the 3.16 Acre Parcel (including site improvements and machinery and equipment) for its headquarters and testing laboratory facility.
 - 1.5 "Department of Commerce" means the North Carolina Department of Commerce.
 - 1.6 "HUD" means the United States Department of Housing and Urban Development.
 - 1.7 "CDGB" means the Community Development Block Grant program of HUD as administered through the Department of Commerce.
 - 1.8 "Western Piedmont" means the North Carolina Western Piedmont Council of Governments.

- 1.9 “CDGB Funds” means grant funds made available to the Town by the Department of Commerce for the TOWN’S portion of the costs of Phase One of the Project.
- 1.10 “Recycling Funds” means the funds required to be paid by RECYCLING to the TOWN for matching the CDGB Funds for payment of the costs of Phase One of the Project as provided below.
- 1.11 “ Project Phase One Fund” means the sum of the CDGB Funds and the Recycling Funds required for payment of the cost of Phase One of the Project.
- 1.12 “Transaction Closing” means the date and time for completing performance of those obligations of the TOWN and those obligations of RECYCLING which are required before the TOWN acts to award the contract (or contracts) for demolition and clearance of the industrial building and other improvements and structures located on the 3.16Acre Parcel. The Transaction Closing shall take place at the TOWN’S Town Hall, 400 Main Street West, on November 9, 2018 at 10:00 a.m. The parties may agree to an earlier time and date for the Transaction Closing

2.0 REPRESENTATIONS:

- 2.1 The TOWN represents that it is a municipal corporation duly chartered and existing under the laws of the State of North Carolina.
The TOWN represents that this CONTRACT has been duly authorized and executed by authority duly given.
The TOWN represents that it has been awarded a CDBG grant in the amount of \$500,000 by the Department of Commerce for Phase One of the Project and that copies of the award letter and Grant Agreement are attached to and incorporated in this CONTRACT as Attachment 8.01.
- 2.2 RECYCLING represents that it is a limited liability company organized and existing under the laws of the State of North Carolina.
RECYCLING represents that this CONTRACT has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of RECYCLING.
RECYCLING represents that it owns the 3.16 Acre Parcel in fee simple absolute.
RECYCLING represents that it has caused a Phase 1 Environmental Site Assessment and an Asbestos Containing Materials Investigation and Assessment of the 3.16 Acre Parcel and the structures located upon the parcel and has provided the TOWN with true copies of the reports of those assessments and investigations prior to the date of this CONTRACT.
RECYCLING represents to the TOWN that it has the financial resources sufficient to perform Phase Two of the Project.

3.0 TOWN OBLIGATIONS:

- 3.1 The TOWN shall perform its obligations under the CDBG Grant Agreement in cooperation with the Department of Commerce and Western Piedmont.
- 3.2 The TOWN may obtain as part of the cost of Phase One of the Project such legal, surveying, engineering, geotechnical, and environmental assessment services as it may deem appropriate, and shall obtain as part of the cost of Phase One of the Project such governmental permits and approvals as are required for demolition and disposal of the improvements located on the 3.16 Acre Parcel.

- 3.3 The TOWN shall work with and through the Western Piedmont Council of Governments for administrative assistance, advice, Project planning and development, and performing the CDBG Grant Agreement.
- 3.4 The TOWN shall contract for and pay from the Project Phase One Fund the costs of the demolition and disposal of the improvements acquired by it located on the 3.16 Acre Parcel and any necessary remediation and/or abatement of environmental conditions as part of the cost of Phase One of the Project. The TOWN will advertise for and receive bids for the Phase One work as required by law. The TOWN will not accept a bid for nor enter into such contract until it has received the Recycling Funds and the Transaction Closing has occurred.
- 3.5 The TOWN shall accept at the Transaction Closing the conveyance of ownership to it by RECYCLING of the building and other structures and improvements located on the 3.16 Acre Parcel.
- 3.6 The TOWN shall accept at the Transaction Closing the conveyance to it by RECYCLING of the Arnaud Alley parcel and the parcel along the western line of the 3.16 Acre Parcel generally described in Attachment 8.02, both of which are to be surveyed by RECYCLING at RECYCLING'S expense as provided below.
- 3.7 The TOWN shall enter into a ground lease as the tenant with RECYCLING as the landlord at the Transaction Closing for the 3.16 Acre Parcel for a period of eighteen (18) months.

4.0 RECYCLING OBLIGATIONS:

- 4.1 RECYCLING shall provide the TOWN with access to and copies of all survey plats, deeds, title insurance policies, environmental assessments, asbestos investigations, and geotechnical reports regarding the 3.16 Acre Parcel and the structures located on it which it has. RECYCLING shall also provide the TOWN with access to and copies of plans and specifications for the industrial building located on the 3.16 Acre Parcel which it may have and above ground and underground utility installation information, and other records, documents, and information it has relating to existing conditions of the 3.16 Acre Parcel and the improvements thereon and thereunder.
- 4.2 RECYCLING shall provide the TOWN prior to the time of completion of the Phase One work with a written plan for redevelopment of the 3.16 Acre Parcel, including, but not limited to, conceptual plans, drawings (elevation views), floor plans, site plan, 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, and traffic impact.
- 4.3 RECYCLING shall pay to and deposit with the TOWN at the Transaction Closing as the Recycling Funds twenty-five percent (25%) of the cost of the Phase One work by official bank check or wire transfer for use by the TOWN in performing the Phase One work and in meeting local matching funding requirements for the CDBG grant. Initial Phase One work costs shall be established at the Transaction Closing after receipt of bids of contractors for the Phase One work. Phase One work costs paid or incurred by the TOWN shall be reimbursed to the TOWN at the rate of 25% from the Recycling Funds deposited with the TOWN and 75% from CDBG Funds. If initial Phase One work costs increase as Phase One work progresses, RECYCLING shall deposit additional Recycling Funds with the TOWN within 5 days after notice from the TOWN of the additional costs at the rate of 25% of the

- additional costs. The TOWN will not execute change orders with contractors for the Phase One work until any required additional Recycling Funds have been received by the TOWN. As permitted by the grant management requirements and applicable law, and in the event that the final Phase One work costs do not exhaust the Project Phase One Fund, 25% of any remaining Project Phase One Fund amount not expended shall be refunded to RECYCLING. RECYCLING shall be responsible for payment to the TOWN of any and all Phase One work costs in excess of the sum of the CDBG grant amount plus the 25% matching funds amount required to be paid by RECYCLING.
- 4.4 RECYCLING shall preform all requirements of the CDBG Grant Agreement which are applicable to it and RECYCLING shall not fail to do or do anything in violation of the CDBG Grant Agreement, HUD rules and regulations, and Department of Commerce rules and regulations.
 - 4.5 RECYCLING shall sever the improvements on the 3.16 Acre Parcel from the land and shall convey at the Transaction Closing all improvements located on that parcel to the TOWN free and clear of all liens and encumbrances.
 - 4.6 RECYCLING shall at its own cost, have a survey performed of the Arnaud Alley parcel and the parcel along the western line of the 3.16 Parcel as generally shown on Attachment 8.02 of this CONTRACT and a plat of the survey recorded in the office of the Burke County Register of Deeds. RECYCLING will convey at the Transaction Closing those two portions of the 3.16 Acre Parcel so surveyed to the TOWN for the sum of one dollar by general warranty deed free and clear of all claims and encumbrances except for any private access rights of record.
 - 4.7 RECYCLING shall enter into a ground lease with the TOWN at the Transaction Closing of the 3.16 Acre Parcel for a period of 18 months 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.
 - 4.8 RECYCLING shall begin substantial construction of Phase Two of the Project no later than 90 days after receiving a notice to proceed from the TOWN following completion of the Phase One work and shall complete construction and begin operation of the facility no later than 18 months following the beginning of construction.
 - 4.9 RECYCLING shall execute and record at the Transaction Closing a covenant that it will not change the use of the 3.16 acre tract for a period of 5 years following completion of the Phase Two.

5.0 ADDITIONAL CONDITIONS.

- 5.1 Performance of the TOWN OBLIGATIONS is expressly conditioned upon the occurrence of all of the following:
 - 5.1.1 Title to the 3.16 Acre Parcel and improvements thereon being owned as of the Transaction Closing by RECYCLING free and clear of liens and any easements or restrictions which would interfere substantially with the Project;
 - 5.1.2 Receipt by TOWN of an opinion of legal counsel to RECYCLING that RECYCLING is an entity in good standing, that execution of this CONTRACT has been duly authorized by all members of the limited liability company,

and that those acting on its behalf have the authority to execute and perform all agreements, conveyances, contracts, and obligations of RECYCLING.

6.0 MONITORING, AUDITING, AND PUBLIC RECORDS STATUS.

- 6.1 The TOWN, HUD, and the Department of Commerce, 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 regulations, rules, terms and conditions.
- 6.2 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 the Project and this CONTRACT shall be accessible to those auditors.
- 6.3 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.

7.0 CONTACTS AND NOTICES.

7.1 The persons to contact and their contact information regarding this CONTRACT are:

7.1.1 As to the TOWN:

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

7.1.2 As to RECYCLING:

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

7.1.3 Notices given in connection with this CONTRACT 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.

8.0 ATTACHMENTS.

8.01 Department of Commerce grant award letter and CDGB GRANT AGREEMENT

8.02 Area along western line of the 3.16 Acre Parcel to be surveyed and conveyed to the TOWN

IN WITNESS WHEREOF, the TOWN has caused this CONTRACT to be executed by its Mayor and RECYCLING has caused this CONTRACT 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

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act. This the ____ day of _____, 2018.

Town of Valdese Finance Officer

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF VALDESE
FOR THE PROVISION OF
GRANT MANAGEMENT ASSISTANCE:
ALBA WALDENSIAN BUILDING DEMOLITION
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ECONOMIC DEVELOPMENT – CDBG-ED
DECEMBER 1, 2018- NOVEMBER 30, 2020

This AGREEMENT, entered into on this the _____ day of _____, 2018, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** The Local Government will pay the Planning Agency an amount not to exceed \$25,000 (twenty-five thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

All other costs associated with the administration of the CDBG grant will be expended from the grant administration allowance budgeted for the Local Government.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning December 1, 2018 to November 30, 2020.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Economic and Community Development, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Planning Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: _____
Town Manager

By: _____
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: _____
Mayor

By: _____
Chairman

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF VALDESE
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
DECEMBER 1, 2018 – NOVEMBER 30, 2020

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Valdese. The Western Piedmont Council of Governments began working with the Alba Waldensian plant site, 408 Praley Street SW, in 2017 developing the project elements, working with the building owner, attorneys and staff, completing a full environmental review, submittal of the pre-application and submitting the formal application for the grant funds to build the necessary to demolish the Alba Waldensian building located on 3.16 acres.

Sherry Long, Assistant Executive Director, and Erin Schotte, Community Development Administrator, will be responsible for administering this \$500,000 Community Development Block Grant (CDBG) Economic Development project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- * Administration and coordination of all activities involved in the Alba Waldensian Building Demolition Community Development Block Grant Economic Development (CDBG-ED) Project.
- * Prepare and submit all necessary Environmental Review information.
- * Set up and maintenance of all community development project files and records in accordance with program and audit guidelines.
- * Develop forms to meet State CDBG requirements to document CDBG activities from start to finish.
- * Coordination of the community development program with federal, state and local officials.
- * Coordination of all fiscal and legal activities relating to the community development program.
- * Preparation of requisitions and submission of all financial reports.

- * Conducting project closeout and representing Valdese at audits and monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

The Town of Valdese will be responsible for the following:

- * Adequate office space including utilities.
- * Direct payment of CDBG funds for legal and audit services and general administrative costs.
- * All administrative costs not specifically identified as WPCOG responsibilities.

Time of Performance

The WPCOG will complete all activities involved in administration of this project period beginning December 1, 2018 and ending November 30, 2020.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$25,000. The budget is broken down as follows:

Salaries	\$ 13,250
Fringe Benefits	7,023
Travel	686
Indirect	<u>4,041</u>
Total	\$ 25,000

Assurances

Assurances are attached as a part of the Agreement

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of October 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of October 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of October 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of October 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of October 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of October 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C**Section 3 Clause**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT DLobbing Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certification of Eligibility Form

This form must be attached and made a part of all contracts obligated by grantees and paid with CDBG funds.

Grantee:

Grant Number:

Project Name:

By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12 (a) (1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3a or the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12 (a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3 (a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18, U.S.C. 1001 and 18 U.S. C. 1010.

Name of Firm:	
Address of Firm:	
Date:	
Name and Title of Signatory:	
Signature:	
Federal Identification Number or Social Security Number:	
<p>The Federal Excluded Parties List System (www.epls.gov) and the State of North Carolina Debarred Vendors List (www.doa.state.nc.us/pandc/actions.asp) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project. (A dated printout from the websites must be attached to this document.)</p>	
Date checked:	
Signature of Verifying Officer:	
Title of Verifying Officer:	

October 19, 2018

Seth Eckard
Town Manager
Town of Valdese
P.O. Box 339
Valdese, NC 28690

RE: Saint Germain Avenue Water System Improvements, WIF-1924

Dear Mr. Eckard;

On Thursday, October 18, 2018 at 2:00 PM, bids were received for the above referenced project. A bid tabulation is enclosed for your review.

The bids have been reviewed and the low bid is from Iron Mountain Construction Company, Inc. of Mountain City, Tennessee, in the amount of \$295,589.20. I recommend this contract be awarded to Iron Mountain Construction Company, Inc. in the amount of their low bid, pending approval from the Division of Water Infrastructure.

If you have any questions, please let me know.

Sincerely,
WEST CONSULTANTS, PLLC

David Poore

David W. Poore, PE, CPESC

Enclosures

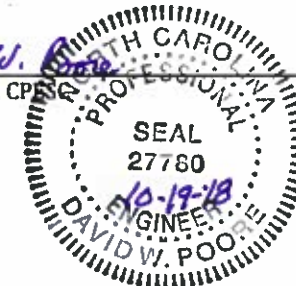
**TOWN OF VALDESE
ST. GERMAIN AVENUE WATER SYSTEM IMPROVEMENT PROJECT - WIF-1924
BURKE COUNTY, NORTH CAROLINA**

Bid Tabulation

Item	Quantity Unit	Iron Mountain Construction Co., Inc. Mountain City, TN	Locke-Lane Construction, Inc. Stony Point, NC
1. 6" CL-350, Ductile Iron Waterline*	1,351 LF	\$57.00	\$77.63
2. 2" PVC, SDR-13.5 Waterline*	470 LF	\$32.00	\$40.81
3. 6"x 6" Tapping Sleeve, 6" Gate Valve & Box	4 EA	\$5,115.00	\$4,336.01
4. 6" Gate Valve & Box	4 EA	\$1,213.00	\$3,413.30
5. 6 x 2 Tapping Saddle and Valve	1 EA	\$2,220.00	\$1,804.25
6. 2" Gate Valve & Box	3 EA	\$700.00	\$2,626.43
7. Re-connect Existing 3/4" Services:			
a. Short Side	4 EA	\$1,210.00	\$1,364.72
b. Long Side	4 EA	\$1,850.00	\$2,119.79
8. Re-connect Existing 2" Services:			
a. Short Side	2 EA	\$2,652.00	\$2,561.84
9. Re-connect Existing 1-1/2" Services:			
a. Long Side	1 EA	\$3,900.00	\$3,365.97
10. Re-connect Existing 6" Waterline	1 EA	\$5,232.00	\$5,822.74
11. Install Catch Basin, Frame, Grate, and Hood. Connect to Existing Catch Basin	1 EA	\$4,284.00	\$5,802.95
12. Re-connect Existing Fire Hydrant Leg	1 EA	\$3,600.00	\$3,867.00
13. Aggregate Base Course	465 TN	\$24.00	\$45.04
14. Fittings	550 LB	\$0.00	\$6.34
15. Bonds and Mobilization (Max. 3% of Bid)	1 LS	\$8,600.00	\$10,116.41
16. Rock Excavation**	1 CY	\$150.00	\$150.00
17. 1-1/2" Thick Asphalt Milling	5,180 SY	\$1.74	\$6.70
18. 1-1/2" Asphalt Resurfacing	685 TN	\$144.00	\$140.00
19. 3" Thick Asphalt Milling	1,700 SY	\$5.31	\$9.39
20. Re-Striping	1 Lump Sum	\$2,760.00	\$2,652.10
Total of Bid		\$295,589.20	\$386,578.10
<i>Bid as Submitted</i>			

I, David W. Poore, PE, do hereby certify that this is a true and correct copy of the canvass of bids received on Thursday, October 18, 2018, at 2:00 PM for the St. Germain Avenue Water System Improvements, WIF-1924.

David W. Poore, PE, CP





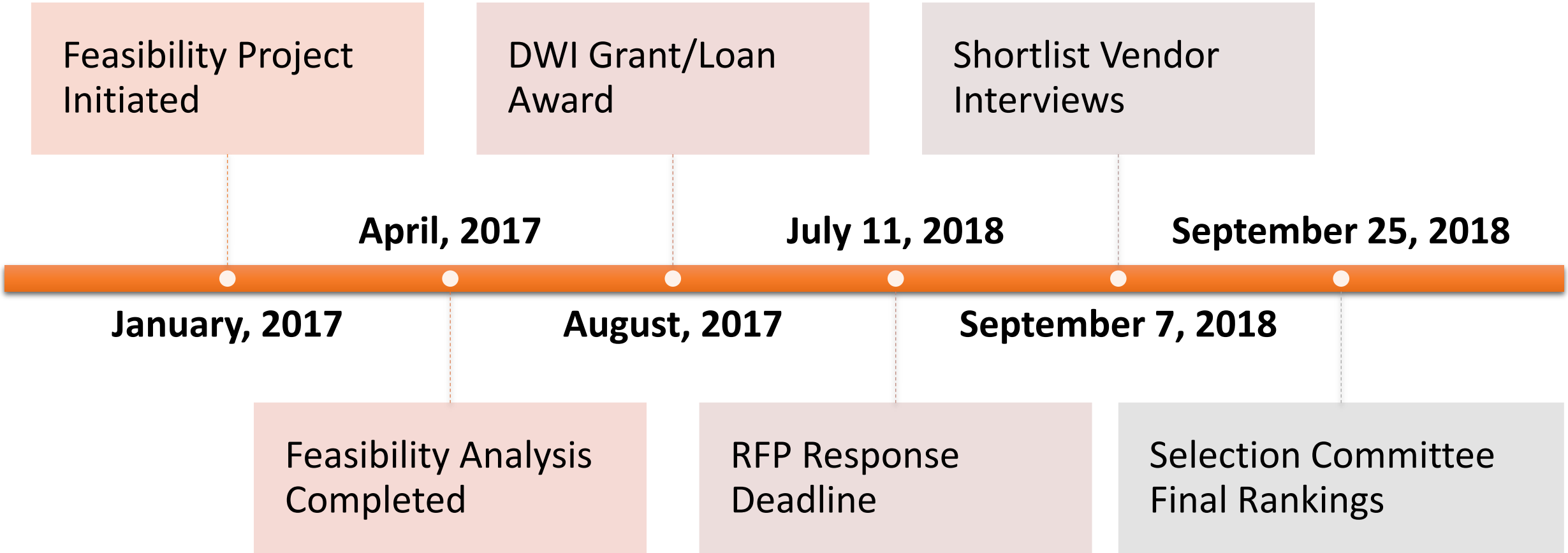
Town of Valdeese

AMI Bid Summary and Recommendations

Supporting Automation of Metering and Billing

November 5, 2018

Project Milestone Summary - Feasibility and Procurement



Metering and Billing Goals

- Improve customer service
- Reduce aged assets and standardize equipment
- Improve read accuracy
- Optimize utility revenue
- Improve operational efficiencies
- Leverage technology for expanded functionalities
- Streamline operations across system



39 of 64 Feasibility Analysis Findings



- **Large Service Territory** - 30 square miles and two primary Meter Readers
- **Lack of Standardization/End-of-Useful Life** - 70% of meters 10+ years old
- **Demanding Meter Replacement Program** - 400 per year
- **Industrial Services** - C&I accounts for 44% of consumption
- **System Growth** - Flat with operational costs increasing
- **Silo Operations for Metering and Billing** - Town and Triple
- **Financial Metrics for Project are Positive** - Payback within 7 years

RFP “Best Value” Selection Factors

A technology Request for Proposals (RFPs) consistent with N.C. G.S. 143-135.9 and award shall be made according to best value as determined by Selection Committee.

- Two-way Endpoint Functionality and Performance with Bronze Body Meter Preference and Remote Disconnect Functionality
- Design and Functionality of Network
- Meter Data Management Systems (MDMS/Software) & Customer Portal Functionality
- Equipment Specifications Compliance / Warranty Support
- Installation Qualifications
- Similar Projects, Experience, and References
- Competitive Pricing - Capital and Operational Expenditures
- Leak Detection Options/Functionalities

Bid Summary - Original Submission

Analysis Category Summary	Mueller Systems	Core and Main/Neptune	Ferguson/Sensus
SUBTOTAL NETWORK	\$593,504	\$50,783	\$1,018,210
SUBTOTAL METERS	\$524,904	\$1,756,785	\$682,070
SUBTOTAL LABOR	\$293,684	\$294,011	\$343,468
SUBTOTAL MISCELLANEOUS	\$88,911	\$164,783	\$139,527
TOTAL	\$1,501,003	\$2,266,361	\$2,183,274

Shortlist- Final Pricing

Analysis Category Summary	Mueller Systems- Bronze	Mueller Systems- RDM	Ferguson/Sensus- Composite	Ferguson/Sensus (SRII)
SUBTOTAL NETWORK	\$628,781	\$185,081	\$938,446	\$938,446
SUBTOTAL METERS	\$524,904	\$1,422,504	\$636,940	\$812,652
SUBTOTAL LABOR	\$293,684	\$293,684	\$343,468	\$343,468
SUBTOTAL MISCELLANEOUS	\$88,911	\$88,911	\$88,989	\$88,989
TOTAL	\$1,536,281	\$1,990,181	\$2,007,844	\$2,183,555

Preliminary Construction Cost Estimates- DWI Funding Authorization

TOWN OF VALDESE
METER REPLACEMENT PROJECT (AMI)
PROJECT # H-SRP-D-17-0096

PRELIMINARY CONSTRUCTION COST ESTIMATE
FEBRUARY, 2018

<u>Item</u>	<u>Quantity @ Unit Price</u>	<u>Total</u>
1. AMI Head End software	1 EA @ \$35,000.00/EA	\$ 35,000.00
2. AMI Network Vehicle Equip.	6 EA @ \$26,000.00/EA	156,000.00
3. Field Deployment Tool	3 EA @ \$6,400.00/EA	19,200.00
4. Water Meter Endpoints	5,345 EA @ \$106.00/EA	566,570.00
5. Replacement Water Meter Lids	535 EA @ \$35.00/EA	18,708.00
6. 5/8 Inch Meter and Register	5,256 EA @ \$95.00/EA	499,320.00
7. 1 Inch Meter and Register	31 EA @ \$137.00/EA	4,247.00
8. 1-1/2 Inch Meter and Register	13 EA @ \$1,250.00/EA	16,250.00
9. 2 Inch Meter and Register	10 EA @ \$1,350.00/EA	13,500.00
10. 3 Inch Meter and Register	3 EA @ \$1,700.00/EA	5,100.00
11. 4 Inch Meter and Register	16 EA @ \$2,900.00/EA	46,400.00
12. 6 Inch Meter and Register	12 EA @ \$5,500.00/EA	66,000.00
13. 8 Inch Meter and Register	3 EA @ \$9,800.00/EA	29,400.00
14. 10 Inch Meter and Register	1 EA @ \$10,600.00/EA	10,600.00
15. Installation Water Meter Exchange (5/8 – 1”)	5,287 EA @ \$66.91/EA	353,776.00
16. Installation Water Meter Exchange (1-1/2”)	13 EA @ \$150.00/EA	1,950.00
17. Installation Water Meter Exchange (2”)	10 EA @ \$210.00/EA	2,100.00
18. Installation Water Meter Exchange (3”)	3 EA @ \$425.00/EA	1,275.00
19. Installation Water Meter Exchange (4”)	16 EA @ \$500.00/EA	8,000.00
20. Installation Water Meter Exchange (6”)	12 EA @ \$990.00/EA	11,880.00
21. Installation Water Meter Exchange (8”)	3 EA @ \$990.00/EA	2,970.00
22. Installation Water Meter Exchange (10”)	3 EA @ \$990.00/EA	2,970.00
23. Water Meter Lid Retrofit	2,673 EA @ \$8.00/EA	21,380.00
24. Water Meter Lid Installation	535 EA @ \$31.97/EA	17,104.00
25. MDM Software	Lump Sum	18,000.00
26. Customer Portal	1 EA @ \$15,000.00/EA	15,000.00
	Subtotal	1,942,700.00
	Contingencies (5%)	97,135.00
	Admin. Costs	225,551.00
	Total	\$2,265,386.00

Final Recommended Funding Request for Authorization

Mueller Systems	Final Pricing
SUBTOTAL NETWORK	\$185,081
SUBTOTAL METERS	\$1,395,310
SUBTOTAL LABOR	\$293,684
SUBTOTAL MISCELLANEOUS (vendor management and bond)	\$88,911
TOTAL (includes sales tax)	\$1,962,986
Contingency 7.5%	\$147,224
Program Management and Grant/Loan Administration	\$225,551
TOTAL	\$2,335,761
TOTAL DWI COST ESTIMATE	\$2,265,386
ADDITIONAL TOWN INVESTMENT*	\$70,375
*Increased Contingency by \$50,088 and includes reimbursable sales tax	

Operational Cost Summary Comparisons- Years 2-5

Analysis Category Summary	Mueller Systems- RDM	Ferguson/Sensus- SRII
Network Training, Software Subtotal AMI	\$100,350	\$186,050
Customer Portal	\$50,243	\$26,933
TOTAL	\$150,593	\$212,983

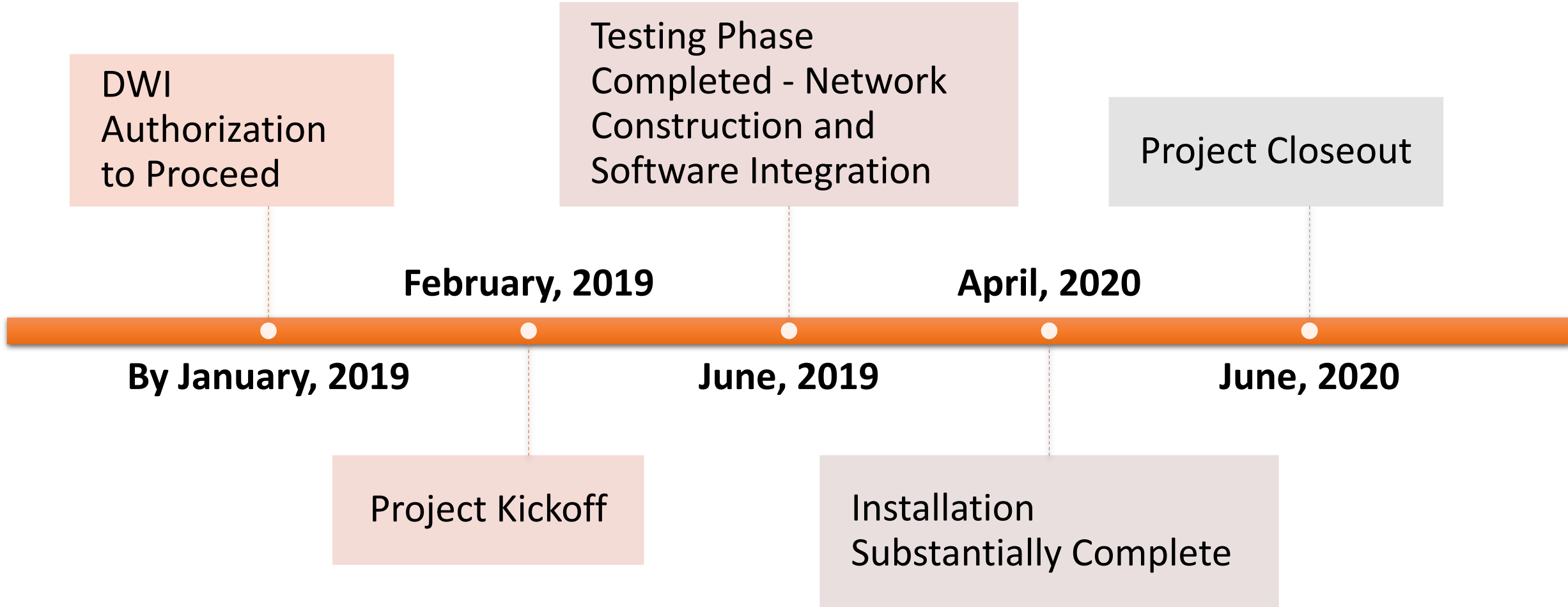
Key Features of Recommended Solution- Mueller Systems

- Lowest Cost Bidder: CapEx and OpEx
- 100% Remote Disconnect Functionality for 5/8 x 3/4" Meters – 98% of System
- Bronze Body Design
- New Through-the-Lid (TTL) Transmitter for Improved Network Performance
- Established Partnership with WaterSmart for Customer Portal
- Manufactured in Cleveland, North Carolina



Mueller SYSTEMS

Project Milestones- Implementation



RESOLUTION APPROVING AWARD OF WATER METER REPLACEMENT CONTRACT

WHEREAS, the Town of Valdese has decided to replace its water meters with advanced meter infrastructure technology in order to improve customer service, replace end-of-life metering equipment, and improve operational efficiencies; and

WHEREAS, the Town applied to the North Carolina Division of Water Infrastructure for assistance in funding the cost of this water meter replacement project (the Meter Replacement Project); and

WHEREAS, on August 1, 2017, the North Carolina Division of Water Infrastructure notified the Town that the Town's Meter Replacement Project application was approved and that the Town was eligible to receive funding assistance through the State Reserve Project Grant of up to \$566,347 in grants and up to \$1,699,039 with 0% interest in loans to help pay for the Meter Replacement Project costs, which costs are itemized in Attachment A; and

WHEREAS, G.S. 143-129.8 provides that contracts for information technology may be entered into under the requirements set forth in that statute and that the awarding authority may use the procurement methods set forth in G.S. 143-135.9 in developing and evaluating requests for proposals; and

WHEREAS, G.S. 143-135.9 gives local governments the ability to select a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. The statute authorizes the Town to make the award decision based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance; and

WHEREAS, the Town conducted a comprehensive selection process following proper solicitation of Meter Replacement Project proposals in compliance with the statutes relating to contracts for information technologies; and

WHEREAS, based on the factors set forth in North Carolina General Statute 143-135.9, the Town has determined that the contract for the Meter Replacement Project should be awarded to Mueller Systems;

NOW, THEREFORE, the Town Council of the Town of Valdese authorizes the award, contingent on approval by the Department of Water Infrastructure and contingent on the Town's approval of the contract terms, of a contract with Mueller System for metering infrastructure and related technologies as shown in Attachment B.

This the _____ day of _____, 2018.

John F. Black, Jr., Mayor

ATTEST:

Courtney Kennedy, Deputy Town Clerk

TOWN OF VALDESE, NC
WATER METER REPLACEMENT PROJECT (AMI)
H-SRP-D-17-0096

Bid Tabulation

Item	Quantity Unit	Mueller Systems	Ferguson/Sensus	Core and Main/Neptune
1. AMI Traditional Endpoint Network Design	1	\$7,743	\$648,625	\$0
2. Hosted AMI Meter Data Management Software Year One	1	\$12,500	\$40,435	\$9,000
3. AMI Network Data Collector	1	\$36,000	\$67,500	\$0
4. AMI Network Data Repeater/Sub-collector	1	\$0	\$7,000	\$0
5. AMI Endpoint Programming Handheld/Field Deployment Tool	1	\$13,500	\$16,500	\$0
6. Training: Software, Installation, Troubleshooting, Network	1	\$4,500	\$6,500	\$10,000
7. AMI Network Installation (Collector, Repeater/Sub-collector)	1	\$44,500	\$66,000	\$0
8. Customer Portal	1	\$22,561	\$27,250	\$20,500
9. MDM/Utility Billing Integration	1	\$8,500	\$0	\$10,000
10. Network Tax		\$35,278	\$58,636	\$1,283
11. 5/8" x 3/4" meters	5,100	\$1,300,500	\$586,959	\$1,555,500
12. 1" meters	31	\$5,282	\$5,378	\$12,400
13. 1 1/2" meters	13	\$4,430	\$13,981	\$9,412
14. 2" meters	10	\$3,822	\$12,397	\$8,250
15. 3" meters	3	\$2,736	\$4,718	\$3,228
16. 4" meters	16	\$19,616	\$43,712	\$19,488
17. 6" meters	12	\$29,286	\$66,115	\$26,964
18. 8" meters	3	\$16,930	\$18,981	\$6,741
19. 10" meters	1	\$6,711	\$8,249	\$3,776
20. Equipment Tax		\$33,190	\$52,162	\$111,026
21. Installation Labor		\$293,684	\$343,468	\$294,011
22. Operational Expenditure Year 1		\$24,211	\$0	\$102,783
23. Project Management	1	\$49,000	\$14,264.48	\$50,000
24. Performance and Payment Bond	1	\$15,700	\$74,725	\$12,000
25. Mobilization	0	\$0	\$0	\$0
Total of Bid		\$1,990,181	\$2,183,555	\$2,266,361



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 | TOWNOFVALDESE.COM

MEMORANDUM

TO: Valdese Town Council

FROM: Morrissa Angi, Community Affairs Director

DATE: November 2, 2018

SUBJECT: Façade Grant Request

Foothills Service Project requests approval of a Main Street Program Façade Grant in the amount of \$5,000. They understand this is a matching grant and they will only be eligible for reimbursement if all aspects of the project are completed in accordance with the details stated in the Valdese Main Street Program Façade Grant Application. Please find attached application and design specifications. Foothills Service Project is a non-profit organization and plans to use volunteers to help complete the project. It has been shared in Regional Main Street Managers Meetings that businesses typically see a 20% improvement in sales after a façade renovation is completed.

Thank you for your consideration of this request.



North Carolina
Main Street

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: FOOTHILLS SERVICE PROJECT

Mailing Address: (Street or P.O. Box) P O Box 86

City: Rutherford College State: NC Zip: 28671

Telephone: Day: 879-8400 Evening: 439-5226 Email: rlicard@foothillsserviceproject.org

I am the Business Owner and/or Property Owner.

Applicant's Signature: [Signature] Date: 7/31/18

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) _____

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:
- Interested in removing false facade
- signage - lighting
- restore 2nd floor windows

Property Address: 259 MAIN ST W Estimated Project Cost \$: 10,000 Estimated Project Completion Date: _____ Grant Request Amount \$: 5000

Attachments:

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

(Handwritten signature/initials)

(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: *(Signature)* Date: 7-31-18

Approved as submitted: *(Signature)* Date: 10/30/18

1. Planning Department *(Signature)* Date: 10/30/18
 • Approved with modifications or conditions (attached): _____
 • Rejected (Reasons for rejection attached): _____

2. Fire Marshall Reshia Smith Date: 10-30-18
 • Approved with modifications or conditions (attached): _____
 • Rejected (Reasons for rejection attached): _____

3. Design Committee Carla S. Berry Date: 10/30/18
 • Approved with modifications or conditions (attached): _____
 • Rejected (Reasons for rejection attached): _____
 • Dollar amount approved for Reimbursement _____

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: *(Signature)* 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.)

QUOTE

Date 10/29/2018
 Invoice # [100]
 Expiration Date: 11/30/2020

Foothills Service Project
 P.O. Box 86
 Rutherford College, N.C. 28671
 (828) 879-8400
 Fax (828) 522-1004

TO: Town of Valdese
 P.O. Box 339
 Valdese, N.C. 28690
[Click here to enter text.](#)

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
R.L. Icard	Store Front				Due on Receipt	

QUANTITY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	1	Awning	3,000		3,000.00
1	1	Remove inside window cover	40 Hours		1200.00
1	1	Remove outside window cover	80 Hours		2400.00
1	1	Re-glaze windows	40 Hours		1200.00
1	1	Paint Windows	10 Hours		300.00
1	1	Paint Store Front	40 Hours		1200.00
1	1	Paint	500.00		500.00
1	1	Supplies	200		200.00
1	1	Sign	500		500.00

Total Discount		
Subtotal		\$10,500.00
Sales Tax		
Total		\$10,500.00

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____



Christians lending a helping hand.

THANK YOU FOR YOUR BUSINESS!



FOR REGISTRATION REGISTER OF DEEDS
ELIZABETH T COOPER
BURKE COUNTY, NC
2006 OCT 31 04:15:54 PM
BK:1611 PG:783-785 FEE:\$17.00
NC REV STAMP:\$250.00
INSTRUMENT # 2006015243

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$250 00

Parcel Identifier No 74-38-1-3 Verified by _____ County on the ____ day of _____, 20____
By _____

Mail/Box to Hamby & Hamby, P A , P O Drawer A, Granite Falls, N C 28630

This instrument was prepared by Dale L Hamby

Brief description for the Index 0.2439 acres, Valdese

THIS DEED made this 30th day of October, 2006, by and between

GRANTOR	GRANTEE
JIMMY O. HUFFMAN, SR. AND WIFE, LINDA P. HUFFMAN	FOOTHILLS SERVICE PROJECT, A NORTH CAROLINA NON-PROFIT CORPORATION P.O. Box 10 Hildebran, N.C. 28637

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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 City of Valdese, Lovelady Township, Burke County, North Carolina and more particularly described as follows

BEGINNING on a point at the back of the curb of Main Street and being the northeast corner of Francis Bush Building, Deed Book 218, page 336, and being located South 75° 51' 33" East 100.90 feet from the northwest corner of the Bush tract and runs thence with the back of the curb of Main Street, South 75° 51' 33" East 86.00 feet to a point in the back of the curb Clara Powell owner, Book 239, page 641, thence with the Powell line South 10° 45' 09" West 114.71 feet to a chiseled point on corner of rock wall in the Town of Valdese line, thence North 78° 51' 31" West 85.56 feet to a 1/2-inch existing iron pipe at the back of wall, Town of Valdese corner, thence North 78° 51' 31" West 10.70 feet to a point on the rock wall, Francis Bush southeast corner, thence with the Bush line North 15 degrees 46' 12" East, total distance of 118.86 feet to the point of BEGINNING, the same containing 0.2439 acres, more or less, as surveyed and mapped by Herman D Bolick, April 15, 1996 Being property presently occupied by Huffman Furniture Company
BACK REFERENCE Tract I of Book 866, page 215, Burke County Registry, Will Book 8, page 446, in the office of the Clerk of Superior Court of Burke County, Estate File No 96 E 374 in the office of the Clerk of Superior Court of Burke County, and Book 28, page 412, Burke County Registry

1611-783

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1060, page 192

A map showing the above described property is recorded in Book , Page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions

None

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written

(Entity Name)

Jimmy O. Huffman Sr. (SEAL)
JIMMY O. HUFFMAN, SR.

By _____
Title

Linda P. Huffman (SEAL)
LINDA P. HUFFMAN

By _____
Title

(SEAL)

By _____
Title

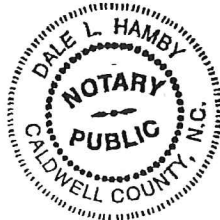
(SEAL)

SEAL-STAMP State of North Carolina – County of Caldwell
I, the undersigned Notary Public of the County and State aforesaid, certify that JIMMY P HUFFMAN, SR ,
AND LINDA P HUFFMAN personally appeared before me this day and acknowledged the due execution of
the foregoing instrument for the purposes therein expressed Witness my hand and Notarial stamp or seal this
31st day of October, 2006

My Commission Expires
8/8/2010

Dale L Hamby
Notary Public

Dale L Hamby





ELIZABETH T COOPER
REGISTER OF DEEDS, BURKE
JUDICIAL BUILDING
201 SOUTH GREEN STREET
MORGANTON, NC 28655

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of recorded document, and must be submitted with original for re-recording
and/or cancellation.

.....
Filed For Registration: 10/31/2006 04:15:54 PM
Book: RE 1611 Page: 783-785
Document No.: 2006015243
DEED 3 PGS \$17.00
NC REAL ESTATE EXCISE TAX: \$250.00
Recorder: WANDA CHURCH

2006015243

2006015243

785



Contents

Work Description
 Archival Information
 Facade Rendering

Oct. 15, 2018

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

Western Regional Office
 48 Grove Street
 Asheville, NC 28801
 Phone: 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

259 Main St. West
 Valdese, NC 28690

SW 2865
Classical Yellow
Interior / Exterior

SW 2848
Roycroft Pewter
Interior / Exterior

SW 2849
Westchester Gray
Interior / Exterior

SW 2829
Classical White
Interior / Exterior

Marine Blue 6078-0000



WAC LED Recessed Light
<https://www.lightingdirect.com/wac-lighting-hr-3led-t118f-tesla-3-5-led-open-trim-with-flood-beam-spread/p3181716>

Facade Enhancement Description

259 Main Street West is a downtown property in Valdese. This brick commercial building was built in 1932. It has an existing shingle canopy that covers most of the upper facade, including five upper story windows. The storefront includes a recessed entrance with aluminum framing around the display windows and door.

A conceptual rendering for the front facade is included. A new paint color scheme was introduced, as well as signage, awning, and lighting.

The proposed facade enhancements are intended to be consistent with the Secretary of Interior's Standards for Rehabilitation.

Work Description

- Remove shingle canopy and its related hardware and fasteners above storefront.

- Reopen upper story steel windows that were previously enclosed behind shingle canopy. Assess condition of these windows and repair as necessary. Handscraping and wire brushing are viable cleaning methods and minor repairs can be carried out in place using a patching material of steel fibers and an epoxy binder. Other routine maintenance will include replacement of missing screws and fasteners, hinges cleaned and lubricated, and masonry surrounds caulked. Once the surface of the metal has been cleaned of all corrosion, grease and dirt, any bare metal should be wiped with a cleaning solvent such as denatured alcohol, and dried immediately in preparation for the application of an anti-corrosive primer. After applying appropriate primer, add two topcoats of glossy finish. Repair and replace glazing where necessary using appropriate glazing compound. For more information on repairing historic metal windows go to <<https://www.nps.gov/tps/how-to-preserve/briefs/13-steel-windows.htm>>.

- If feasible without damaging the underlying brickwork, remove faux half timber and stucco facing below upper story windows.

- Assess condition of the existing facade masonry. Repair areas of deteriorated brickwork and repoint as necessary. Clean masonry surface of stains and discoloration using the gentlest effective method in preparation for repainting. Refer to NPS Brief 1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings at <<https://www.nps.gov/tps/how-to-preserve/briefs/1-cleaning-water-repellent.htm>>. Also refer to NPS Brief 2: Repointing Mortar Joints at <<https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>>.

- Prepare, prime, and paint previously painted brick facade. Paint all brick with appropriate primer and two topcoats of a semi-gloss finish. Follow manufacturer's recommendations for application of coatings, including temperature parameters for paint application. Use top quality coating materials. Generally, paint when the sun is not shining directly onto surfaces to be painted.

- Prepare, prime, and paint ceiling of recessed entry and wood door surround. Paint with appropriate primer and two topcoats of high-gloss finish.

259 Main St. West
Valdese, NC 28690

Facade Enhancement Description

Paint colors to be Sherwin Williams or equal quality exterior paints as follows:

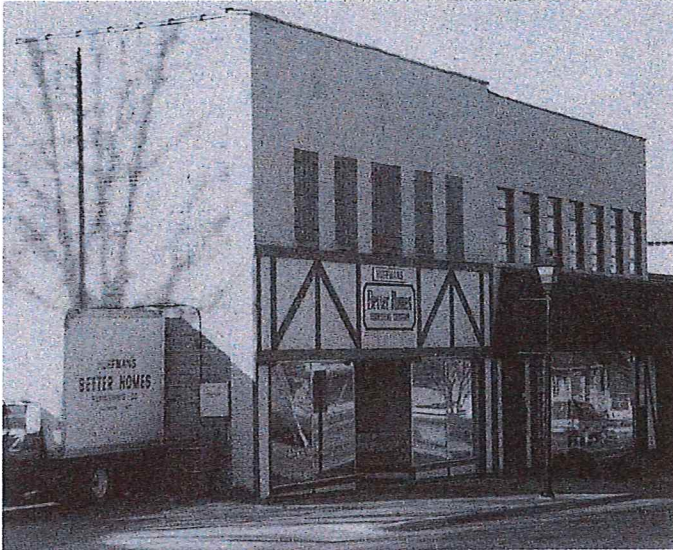
- SW 2865 Classical Yellow: Main brick facade
 - SW 2848 Roycroft Pewter: Upper story window surrounds
 - SW 2849 Westchester Gray: Sign board
 - SW 2829 Classical White: Ceiling of recessed entry and wood door surround
- Assess condition of display windows and aluminum framing to ensure they are weather tight. Routine maintenance will include replacement of missing screws and fasteners, hinges cleaned and lubricated, and masonry surrounds caulked. Repair and replace glazing where necessary using appropriate glazing compound.
- Install a new fabric awning with closed sides and 8" valance with a 45 degree slope as illustrated in the attached rendering. Proposed awning is Sunbrella, or comparable brand, color for awning to be Marine Blue and can be found at <<https://www.sunbrella.com/en-us/fabrics/item/376/6078-0000/Marine-Blue>>. Awning width to be sized to fit existing storefront. If desired, street number can be screen printed on valance as shown in rendering.
- Introduce new metal sign board in mid-cornice area above awning as illustrated in the rendering. Recommended background color for sign is SW 2849 Westchester Gray or equal.
- Replace current light fixture in recessed storefront with WAC LED outdoor recessed can light as specified or equal.

Please note that the appearance of recommended colors and samples provided in this proposal will vary depending on computer screen or printer used so viewing actual paint samples prior to repainting is recommended.

Archival Information

259 Main Street W. Valdese, NC 28690
Located in downtown Valdese

There is currently no archival information available on this building.



Archival image included with application, provided by Morrissa Angi.

Archival Information

259 Main St. West Valdese, NC 28690



Proposed Front Facade

259 Main St. West Valdese, NC 28690

Valdese Town Council Meeting Monday, Nov 05, 2018

Budget Amendment No. 08

Subject: Old World Bakery Grant

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>
10.6250.920	Bldg Reuse	175,000	
		-----	-----
Total		\$175,000	\$
		=====	=====

This will result in a net increase of \$175,000 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>			
10.3970.625	Grant		175,000

Total		\$	\$175,000
			=====

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, Nov 5, 2018

Budget Amendment No. 09

Subject: Public Train Art

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	14,325	
		-----	-----
Total		\$ 14,325	\$
		=====	=====

This will result in a net increase of \$14,235 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>			
10.3990-000	Fund Balance Appr		14,325
		-----	-----
Total		\$	\$ 14,325
		=====	=====

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, Nov 5, 2018

Budget Amendment No. 10

Subject: Tiger Gym Repairs

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>
10.6200.150	Tiger Gym	78,000	
		-----	-----
Total		\$ 78,000	\$
		=====	=====

This will result in a net increase of \$78,000 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>			
10.3970.302	From Utility Fund Capital		78,000
		-----	-----
Total		\$	\$ 78,000
		=====	=====

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.