



**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, October 1, 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

- A. Oath of Office – Councilman Andy Thompson

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 September 4, 2018
- B. Appointments to Public Art Commission, Recreation Commission, ABC Board, Valdese Housing Authority
- C. Request to Sell Alcohol during Town Events at Old Rock School
- D. Lease Agreement at the Old Rock School with David Harmon Studios, LLC
- E. Engineering Contract for Sodium Hypochlorite Conversion Project
- F. Engineering Contract for Main Street Water Line Project
- G. Resolution Accepting Funds for St Germain Water System Improvement Project
- H. Resolution Accepting Funds for 2018 Water Systems Project

7. New Business

- A. Introduction of New Employee
- B. Budget Amendments

8. Manager's Report

- A. 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.
- B. Concerts at the Rock begin on Saturday, October 6, 2018 at 7:30 p.m.
- C. 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.
- D. Movies at the Rock, "Ghostbusters", Friday, October 26, 2018 at 7:00 p.m.
- E. 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.
- F. Next Regular Council meeting scheduled for Monday, November 5, 2018, 6 p.m.
- G. Thanksgiving/Employee Appreciation Luncheon on Wednesday, November 14, 2018, 11:30 a.m.-1:00 p.m., Waldensian Room at Old Rock School
- H. Annual Dinner Meeting with Valdese Merchants, Thursday, November 15, 2018 at 6:30 p.m. Waldensian Room at Old Rock School

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: September 28, 2018

Subject: Monday, October 1, 2018 Council Meeting

6. Consent Agenda:

A. Approval of Regular Meeting Minutes of September 4, 2018

B. Appointments to Public Art Commission, Recreation Commission, ABC Board, Valdese Housing Authority

Staff contacted representatives to fill unexpired terms with the Public Art Commission, Recreation Commission and Valdese ABC Board. The recommendations for replacements on these boards/commissions are included in the agenda packet.

The Valdese Housing Authority Recommends the reappointment of Willie "Butch" Pascal for another five-year term. The term will expire October 31, 2023.

C. Request to Sell Alcohol during Town Events at Old Rock School

Enclosed in the agenda packet is a 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 a 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.

D. Lease Agreement at the Old Rock School with David Harmon Studios, LLC

Enclosed in the agenda packet is a lease agreement with David Harmon Studios, LLC for rental space at the Old Rock School in the amount of \$283 per month.

E. Engineering Contract for Sodium Hypochlorite Conversion Project

Enclosed in the agenda packet is an agreement for engineering services with McGill Associates, P.A. related to the design and construction of the replacement of the aged 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.

Requested Action: Staff recommends that Council authorize Town Manager Seth Eckard to execute this agreement, as presented.

F. Engineering Contract for Main Street Water Line Project

Enclosed in the agenda packet is an agreement for engineering services with McGill Associates, P.A. related to the design and construction of the replacement of 40+ year old water lines in the Town's water distribution system. This 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.

Requested Action: Staff recommends that Council authorize Town Manager Seth Eckard to execute this agreement, as presented.

G. Resolution Accepting Funds for St Germain Water System Improvement Project

Enclosed in the agenda packet is a resolution prepared by West Consultants, PLLC, accepting a DWSRF loan from NC DEQ Division of Water Infrastructure in the amount of \$313,656. The loan proceeds will be used in the construction of the Saint Germain Avenue Water System Improvement Project, as outlined in the Capital Project Budget Ordinance that Council adopted at the August 6, 2018 meeting.

H. Resolution Accepting Funds for 2018 Water Systems Project

Enclosed in the agenda packet is a resolution prepared by West Consultants, PLLC, accepting a DWSRF loan from NC DEQ Division of Water Infrastructure in the amount of \$1,181,700. The loan proceeds will be used in the construction of the 2018 Water System Upgrades Project, as outlined in the Capital Project Budget Ordinance that Council adopted at the August 6, 2018 meeting.

7. New Business:

A. Introduction of New Employee

Parks and Recreation Director Doug Knight will introduce Athletic Programs Supervisor Jonathan Carter.

B. Budget Amendments

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

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

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**August 1st-31st, 2018**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF AUGUST, 2018. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	125 HOURS
VEHICLE DUTY	111 HOURS
EQUIPMENT DUTY	57 HOURS
FIRE ADMINISTRATION	165 HOURS
TRAINING ADMINISTRATION	5 HOURS
MEETINGS	32 HOURS
FIRE PREVENTION ADMINISTRATION	97 HOURS
FIRE PREVENTION INSPECTIONS	31 HOURS
<u>TYPE / NUMBER OF INSPECTIONS:</u>	
ASSEMBLY	6
BUSINESS	3
DAYCARE	0
HAZARDOUS	1
INSTITUTIONAL	0
MERCANTILE	0
RESIDENTIAL	0
STORAGE	1
<u>TOTAL INSPECTIONS:</u>	11
<u>VIOLATIONS NOTED:</u>	118
SAFE KIDS ADMIN/CRS INSPECTIONS	11 HOURS
PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	21 HOURS
SAFETY ADMINISTRATION	30 HOURS
PHYSICAL TRAINING	11 HOURS
TRAINING	167 HOURS
ON-DUTY EMERGENCY RESPONSES	65 HOURS
OFF-DUTY EMERGENCY RESPONSES	64 HOURS
FIRE/MEDICAL STANDBY	69 HOURS
OFF-DUTY TRAINING	33 HOURS
<u>TOTAL TRAINING MANHOURS:</u> (INCLUDES VOLUNTEER FIREFIGHTERS)	520 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:**FIRE:**

ALARM	3
SMOKE	0
TREE/LINE DOWN	4
MUTUAL AID TO STATION 63	1
MUTUAL AID TO STATION 66	0
ODOR OF GAS/SMOKE	2
SERVICE CALL	1
ILLEGAL BURN	1
ELECTRICAL	0
STRUCTURE	2
OUTSIDE FIRE	<u>0</u>
	14

MEDICAL:

ABDOMINAL PAIN	0
ALLERGIC REACTION	1
ASSAULT	1
ASSIST EMS	2
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	3
CHOKING	1
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	0
FALL	5
HEADACHE	0
LACERATION/HEMORRAGE	1
MOTOR VEHICLE ACCIDENT	7
OTHER	2
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	1
RESPIRATORY	3
SEIZURE	1
SICK	5
STABBING	0
STROKE	2
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>0</u>
	35

FIRE AND MEDICAL:

MVA WITH ENTRAPMENT	1
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TOTAL: 50 RESPONSES

Respectfully Submitted,
Charles Watts, Chief
Valdese Fire Department

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
SEPTEMBER 4, 2018**

The Town of Valdese Town Council met on Tuesday, September 4, 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:

STREET CONCERNS-GLENN HARVEY, 404 LOUISE AVE, VALDESE: Mr. Harvey expressed his concerns with zoning ordinance violations and street maintenance. Mr. Harvey shared that under the current repaving and street maintenance plan, it will take 60 to 90 years to repave all 34 miles of roads in the town. Mr. Harvey provided a PowerPoint presentation to Council, which included pictures of current zoning and street issues. Mr. Harvey also discussed the strategic planning session that was held in January 2018, noting that infrastructure was a major concern identified by the Council. Mr. Harvey stated that water and wastewater is a major infrastructure item that is under a capital improvement plan; however, there is not a capital improvement plan for street repairs. Mr. Harvey finished his presentation by asking Council to please address the town's residential street infrastructure needs.

CONSENT AGENDA: (enacted by one motion)

APPROVED SPECIAL MEETING MINUTES - AUGUST 2, 2018

APPROVED REGULAR MEETING MINUTES - AUGUST 6, 2018

APPROVED RENEWAL OF LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB Annual Lease Agreement at the Old Rock School with P & W Railroad Club in the amount of \$210 per month.

APPROVED BDI BYLAWS The BDI Board of Directors adopted new bylaws on June 22, 2018. The new bylaws replaced the reference of the "Committee of 100" with "Thrive '22".

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None.

INTRODUCTION OF NEW EMPLOYEE: Police Chief Jack Moss introduced Police Officer Heath Newton.

APPOINTMENT TO FILL WARD 1 VACANCY: Mayor Black shared that Council went through an elaborate process to fill the Ward 1 vacancy due to the resignation of Gary L. Delp. Members of Council solicited applications from interested citizens that reside in Ward 1; a total of four applications were received. After reviewing each application, Council individually contacted the Town Manager to share which candidate they would like to nominate for the vacancy. Council reached a consensus and recommended the nomination of Joseph Andrew Thompson to fill the Ward 1 vacancy. Mr. Thompson will receive the Oath of Office at the October 1, 2018 Council meeting.

Councilman Ogle made a motion to appoint Joseph Andrew Thompson as Ward 1 Councilman, seconded by Councilwoman Hildebran. The vote was unanimous.

BURKE TRANSIT UPDATE: WPCOG Transportation Planner Brian Horton and Greenway Public Transportation Mobility Specialist Amelia Bostic provided an update on the transit project. The transportation service is expected to begin October 1, 2018. Mr. Horton shared that providing this service will connect and empower individuals by providing easier access to medical facilities, grocery stores and healthy food options, employment, education, social services, and housing. Mr. Horton informed Council that enough funds have been raised to extend the pilot program for an additional year by providing a significant down payment for a third year of service; approximately \$27,000 still needs to be raised. Mr. Horton provided an overview of each route servicing Morganton to Rutherford College. While these routes are fixed, buses may deviate by three-quarters of a mile to pick patrons up at locations other than the fixed stops. Ms. Bostic shared that deviation requests are processed through the scheduling department and must be made at least 24 hours in advance. Ms. Bostic informed Council that, in the near future, patrons will be able to download a Greenway app that will allow them to see real time information about when the bus will be arriving at their stop. The fare will be \$1.25 for regular riders; \$0.60 for riders over the age of 65 or determined to be disabled; children under 5 and caretakers of disabled riders will ride for free.

BEAUTIFICATION CAMPAIGN PRESENTATION: Community Affairs Director Morrissa Angi shared that the Town recently launched the Keep Valdese Clean and Green Campaign to share various information about the community with citizens. Ms. Angi created welcome bags for new residents which included the Town's quarterly newsletter, attraction brochures, department contact lists, information on grease disposal, recycling and trash collection schedules, annual event calendar, county maps, CodeRED subscriber information, emergency information on a postcard and more. Ms. Angi also shared tips for recycling, grease and trash disposal, ideas to reduce energy bill, and information related to organizing a litter pickup program on the Town's website, through social media, and in the quarterly newsletter that was mailed in August. Ms. Angi shared that "Keep Valdese Clean & Green" stickers were also handed out at the Waldensian Festival and at Town facilities.

SECOND CDBG PUBLIC HEARING – NEIGHBORHOOD REVITALIZATION PROGRAM: Mayor Black opened the public hearing and asked if anyone from the public would like to speak.

Planning Director Larry Johnson shared that twelve (12) low/moderate income, owner occupied homes have been identified as part of the NC Neighborhood Revitalization Scattered-Site Housing Project application. Staff informed the community, and requested assistance in identifying qualified homes, through the use of social media, the Town's website, field surveys, and CodeRED. The Town will seek CDBG-NR funds totaling \$350,600. Staff is also requesting a local commitment of \$25,000. Mr. Johnson informed Council that this project is a scattered-site project meaning that there is not a concentrated area of need rather the needs are scattered throughout the corporate limits of Valdese. Mr. Johnson shared that one of the identified applicants has a relationship with a councilmember. This project will address many concerns for these homes such as; electrical and wiring needs, foundation cracks, insulation, interior renovations, roofing needs, and flooring. Mr. Johnson requested, in addition to the authorizing resolution to submit an application, that Council adopt the following items: Residential Anti-Displacement & Relocation Plan, By Laws of Selection Committee, and Citizen Participation Plan. Mr. Johnson asked if there were any questions.

Councilwoman Hildebran informed Council that one of the applicants is a relative of hers but she was not aware of this until Mr. Johnson phoned her recently.

Elaine Applegate, 408 Bouchard Ave NE, Valdese, asked for clarification about the maximum amount of money each community could receive. WPCOG Community & Economic Development Administrator Lisa Helton said the maximum amount a community could apply for is \$750,000. Ms. Helton shared that as part of the inspection to identify qualified homes, the committee established an estimated cost for repairs for each home; the requested amount of \$350,600 is based on those findings.

There being no one else wishing to speak, Mayor Black closed the public hearing.

AUTHORIZING RESOLUTION TO SUBMIT AN APPLICATION FOR DEPARTMENT OF COMMERCE FUNDING-NEIGHBORHOOD REVITALIZATION:

RESOLUTION FOR THE TOWN OF VALDESE

**APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
NORTH CAROLINA DEPARTMENT OF COMMERCE
NEIGHBORHOOD REVITALIZATION DEVELOPMENT**

WHEREAS, the Town Council has indicated its desire to assist in housing rehabilitation within the Town; and,

WHEREAS, the Town Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low/moderate income residents of Valdese with housing repairs; and,

WHEREAS, the Town Council wishes the Town of Valdese to pursue a formal application for Community Development Block Grant funding to benefit low/moderate income residence with housing rehabilitation; and will invest monies in the amount of twenty-five thousand dollars (\$25,000) into the project as its commitment to the application; and

WHEREAS, the Town Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the Town Council that the Town of Valdese is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for the North Carolina Neighborhood Program.

Adopted this the 4th day of September, 2018 in Valdese, North Carolina.

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

ATTEST: /s/ Town Clerk

Councilman Ogle made a motion to approve the aforementioned resolution for the CDBG Grant and to adopt the Residential Anti-Displacement & Relocation Plan, By Laws of Selection Committee, and Citizen Participation Plan, seconded by Councilman Sweezy. The vote was unanimous.

RESOLUTION FOR SALE OF HARRIS AVENUE PROPERTY:

RESOLUTION
(Sale of Property at 795 Harris Avenue NW)

WHEREAS, Campfire Homes, LLC (Campfire Homes) offered to purchase from the Town of Valdese for the sum of \$62,500 that parcel containing 19.68 acres more or less, which has been assigned REID No. 38611 and PIN 2733599862 by the Burke County Tax Office (the property); and

WHEREAS, at its August 6, 2018, regular meeting, the town council adopted a resolution proposing to accept Campfire Homes' offer; and

WHEREAS, the town council directed town representatives to publish notice of the town's intent to accept the offer and notice that any person could raise the bid as required by G.S. 160A-269, and that notice was published; and

WHEREAS, more than ten (10) days expired without there being an upset bid and Campfire Homes' bid is the last and high bid for the Property; and

WHEREAS, the town does not need the Property, and the town therefore desires to accept the offer made by Campfire Homes' and sell the Property upon the terms hereafter set forth:

IT IS THEREFORE RESOLVED pursuant to G.S. 160A-269 that the sale of the Property to Campfire Homes for the purchase price of \$62,500 is approved. The town shall reserve easements for the maintenance and repair of all town utility lines lying within the property and the town shall reserve all of the town's right, title and interest in improvements lying within the property. The proper officers of the town are authorized and directed to deliver and execute to Campfire Homes, LLC a deed for the Property upon receipt of the \$62,500 purchase price.

This resolution was adopted this 4th day of September, 2018.

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

ATTEST: /s/ Town Clerk

Councilman Ogle made a motion to adopt the aforementioned resolution, seconded by Councilman Sweezy. The vote was unanimous.

CHARGE TO COLLECT TAXES: Mayor Black delivered the following order of collection to Tax Collector Apryl Hardin:

**State of North Carolina
Town of Valdese**

To the Tax Collector of the Town of Valdese,

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the tax collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Valdese, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 4th day of September, 2018

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

ATTEST: /s/Town Clerk

Councilman Ogle made a motion to adopt the aforementioned order of collection, seconded by Councilwoman Hildebran. The vote was unanimous.

Deputy Town Clerk Courtney Kennedy administered the oath of office to Tax Collector Apryl Hardin.

TAX STATEMENT ANNUAL SETTLEMENT FOR 2017: Tax Collector Apryl Hardin presented the following report:

Tax Statement for 2017 Property & Motor Vehicle

Property Valuations:	
Real Estate:	\$266,820,179
Personal:	\$ 71,091,300
Senior Citizen Exemptions:	\$ 4,654,251-
Total Property Valuation Subject to Tax Rate:	\$333,257,228
Levy:	\$ 1,815,440
Discoveries:	\$ 58,341
Late List Penalties	\$ 1,819
Total Levy:	\$ 1,875,600
Less Collected as of 6/30/17:	\$ 1,822,129
Uncollected 2017:	\$ 53,471
Ratio of Taxes Collected to Total Levy	97.0 %
Motor Vehicle:	
Levy:	\$136,608
2017 Collection by Burke County:	\$178,023
Collection Costs	\$ 2,730

Town Manager Seth Eckard commended Ms. Hardin for her outstanding work as the tax collector.

ALBA WALDENSIAN MILL DEMOLITION PROJECT CAPITAL PROJECT ORDINANCE: WPCOG Assistant Director Sherry Long presented the following capital project ordinance:

**TOWN OF VALDESE
ALBA WALDENSIAN BUILDING DEMOLITION PROJECT
CDBG GRANT FUND
CAPITAL PROJECT BUDGET ORDINANCE**

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is established to finance installation of demolition of a building for a project known as **Alba Waldensian Building Demolition Project** and is to be financed by a CDBG grant and the property owner, Valdese Water Recycling, LLC.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

CDBG Grant	\$ 500,000	69,3480.001
Valdese Water Recycling, LLC	<u>175,000</u>	69,3480.002
	\$ 675,000	
	=====	

Section 4. The following amounts are appropriated for the project:

Administration	\$ 25,000	69,8120.040
Demolition, Clearance Activities	650,000	69,8120.720

	\$ 675,000	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 4th day of September, 2018

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

/s/Frances Hildebran, Clerk to the Board

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

AIA STATE FUNDING RESOLUTION – WATER SYSTEM ASSET MANAGEMENT PROGRAM:

RESOLUTION BY TOWN OF VALDESE

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of creating an Asset Inventory Assessment for the water distribution system, and

WHEREAS, The Town of Valdese has need for and intends to create an Asset Inventory Assessment of the Town's Water System described as to develop asset inventories, condition assessment of critical assets, and other components of a comprehensive asset management program for water, and

WHEREAS, The Town of Valdese intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF VALDESE:

That the Town of Valdese, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That Seth Eckard, Town Manager, is the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant 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 4th day of September 2018 at Town Hall, Valdese, North Carolina.

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

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

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran provided the following update on the library: the architect is finishing plans and preparing a bid packet, expecting to go out to bid this month. The project is expected to stay within the budget but if it does not, items will be prioritized and if necessary, saved for a later date.

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

Family Friday Nights will be held through September 28, 2018

Fall Litter Sweep is being held September 15-29, 2018

Staff is seeking a second opinion on the structural repairs at the Public Safety Building. A local structural engineer will look over the building and provide feedback. This information will be evaluated before proceeding to the next step

ADJOURNMENT:

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

The next meeting is a regularly scheduled meeting on Monday, October 1, 2018, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

ck

Board and Commission Vacancy Appointments

Parks and Recreation Commission (3-year terms)

Ms. Megan McCormick – appointment to complete the unexpired term of Jonathan Dameron

Ms. Donnie Edwards – appointment to complete the unexpired term of Meghan Armour

Mr. J. Andrew Thompson – appointment to complete the unexpired term of Gary L. Delp

Public Art Commission (3-year terms)

J. Andrew Thompson – appointment to complete the unexpired term of Gary L. Delp who resigned 6/30/2018

Valdese ABC Board

John Heilman – appointment to complete the unexpired term of J. Andrew Thompson who resigned due to appointment as Ward 1 Councilmember.

VALDESE HOUSING AUTHORITY

Kyle Warlick
Post Office Box, 310,1402 Lydia Avenue
Valdese, North Carolina 28690

September 14, 2018

The Honorable John Black, Mayor
Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

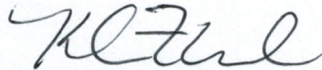
Dear Mayor Black:

This letter is to notify you that Mr. Willie Pascal, of the Board of Commissioners for the Valdese Housing Authority, five (5) year term expires October 31, 2018.

Mr. Willie Pascal is requesting appointment for another five (5) year term.

Thank you for your consideration in this matter.

Sincerely,



Kyle Warlick
Executive Director

Enclosure: Certificate of Appointment

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER
OF THE VALDESE HOUSING AUTHORITY**

WHEREAS, The Valdese Housing Authority has heretofore been duly organized pursuant to the North Carolina Housing Authorities Law, as amended, and

WHEREAS, the term of **Mr. Willie Pascal** as a Commissioner will expire on October 31, 2018,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Mr. Willie Pascal** to serve as a Commissioner for the Five-year term, ending October 31, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the Town of Valdese, and caused the official seal of the Town of Valdese to be affixed hereto this _____ day of _____, 2018.

Mayor

(Seal)

Attest:

Town Clerk

CERTIFICATE OF TOWN CLERK

I, hereby certify that the above and foregoing is true and correct copy of the Certificate of Appointment of the Commissioner of the Valdese Housing Authority of Valdese, North Carolina, filed in the office of the Town Clerk on the _____ day of _____, 2018.

Town Clerk

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

Town of Valdese,

Waldensian Style Wines respectfully requests to sell wine at the Christmas in November Craft & Gift Show event held on November 10, 2018 from 9:00am until 4:00pm in the Old Rock School Waldensian Room. All our wines are listed as North Carolina wines. Waldensian style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Thank you!



Eddie Zimmerman



Friends of the Valdese Rec
Beth Heile
PO Box 994
Valdese NC 28690

Town of Valdese,

Friends of the Valdese Rec respectfully request to sell beer at the Concerts at the Rock event featuring the comedy group *The Cleverly's* held on November 30, 2018 from 6:00pm until 10:00pm at the Old Rock School located at 400 Main Street West Valdese. Friends of the Valdese Rec is an all-volunteer, 501(c)(3) tax-exempt nonprofit corporation and does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,



Beth Heile
President



Friends of the Valdese Rec
Beth Heile
PO Box 994
Valdese NC 28690

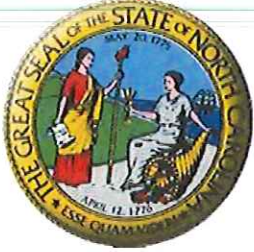
Town of Valdese,

Friends of the Valdese Rec respectfully request to sell beer at the Concerts at the Rock event featuring the group *Flatt Lonesome* held on November 3, 2018 from 6:00pm until 10:00pm at the Old Rock School located at 400 Main Street West Valdese. Friends of the Valdese Rec is an all-volunteer, 501(c)(3) tax-exempt nonprofit corporation and does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,

Beth Z Heile

Beth Heile
President



State of North Carolina – County of Burke
Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **November 2018**, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **David Harmon Studios, LLC**, hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

ARTICLE 1.00

Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) **141** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **November 2018** and extending to the **31st** day of **October 2019**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$283.00**. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.
- 1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

- 1.01.1 All zoning regulations affecting the premises now or hereafter in force.
- 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
- 1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

- 2.01.1 The premises shall be used by the Lessee for a **Photography/Architecture Studio** and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.
- 2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants an agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

2.02 IMPROVEMENT AND ALTERATION OF PREMISES: Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural, or otherwise in or to the premises without Lessor’s prior written consent, provided, that if such consent is given, all such alterations, changes, and improvements shall be at Lessee’s expense and shall become the property of Lessor at the termination of the Lease. The granting or denial of consent as provided for in this section shall be the subject of Lessor’s sole and absolute discretion.

2.03 TRADE FIXTURES: Lessee will be permitted to install trade fixtures on the premises without necessity of written consent by Lessor, and shall be permitted to remove such fixtures upon the expiration of the Lease term, provided that the removal of such fixtures will not permanently damage the premises, and provided that Lessee shall return the premises to their condition at the commencement of this Lease.

ARTICLE 3.00

Condition of Premises

3.01 ACCEPTANCE OF PREMISES: Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.

3.02 MAINTENANCE: Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee’s own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical

system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.

In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.

- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

ARTICLE 4.00

Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.
- 4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim (including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the

parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

ARTICLE 5.00

Termination, Default, Remedies

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys fees and costs incurred in pursuit of Lessor's remedies.
- 5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

ARTICLE 6.00

Destruction of Taking of Premises

- 6.01 DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or

by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

The Lessor may, following damage as above provided, elect to terminate this Lease by providing the Lessee with written notice of its election within ninety (90) days of the occurrence of the damage.

ARTICLE 7.00

Additional Provisions

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
- 7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

ARTICLE 8.00

Special Provisions

- 8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

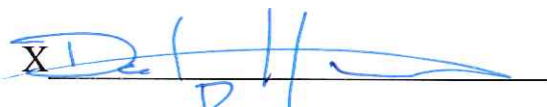
ARTICLE 9.00

Interpretation, Execution

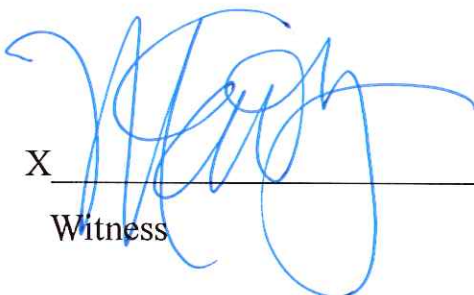
- 9.01 GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.

- 9.02 **MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
- 9.03 **SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of extensions thereof, in that event it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.
- 9.04 **CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
- 9.05 **WORD USAGE:** Throughout this Lease, the masculine gender shall include the plural and vice versa, wherever the context requires such construction.
- 9.06 **EFFECT UPON SUCCESSORS:** This Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, conservators, guardians, or other legal representatives and assigns of each party.
- 9.07 **MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term "Lessee" will include each such party, jointly and severally.
- 9.08 **QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X _____
Town of Valdese
 Seth Eckard, Town Manager
 Lessor

X  _____
David Harmon Studios, LLC.
 David Harmon, Owner
 Lessee

X _____
 Witness (Attest)

X  _____
 Witness

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2018, by and between the **Town of Valdese** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the PROJECT entitled **Town of Valdese Water Treatment Plant Disinfection Conversion Project**, which generally consists of the design and construction of the replacement of the aged disinfection treatment system at the Valdese Water Treatment Plant. The proposed disinfection process conversion project will eliminate the existing chlorinator, chlorine dock, chlorine cylinders and other dated chlorination appurtenances and replace with a new disinfection system comprised of bulk storage chlorine bleach tanks, day storage tanks, transfer pumps and chemical feed pumps and related appurtenances.

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement. Financial assistance for this project is to be provided by the North Carolina Department of Environmental Quality, Division of Water Infrastructure (DWI) (hereinafter referred to as "Agency").

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.

- 1.3 The ENGINEER shall assist in the pursuit of obtaining approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain written authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with all applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

ENGINEER shall provide the Basic Services set forth herein. ENGINEER'S Basic Services are identified herein. Services not set forth as Basic Services are considered Additional Services. OWNER shall not be responsible for any Additional Services unless they are mutually agreed to in writing by the OWNER and ENGINEER. Additional Services are not included as Basic Services and, thus, shall be paid for by the OWNER in addition to payment for Basic Services. ENGINEER's Standard Hourly Rates Schedule for additional services is included hereto as Attachment A and incorporated herein by reference as if fully set forth herein.

ENGINEER shall perform the following services under this contract:

2.1 ENGINEERING REPORT PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Review operating reports and data furnished by the City.
- 2.1.3 Prepare an Engineering Report in accordance with guidance prepared by the Division of Water Infrastructure (DWI) as required to maintain eligibility for funding through the State Reserve Program (SRP). This work shall include following:
 - a. Identify and evaluate existing facility components related to the project.
 - b. Perform an alternatives analysis in accordance with DWI guidance.
 - c. Prepare opinions of probable construction costs, operations and maintenance costs, and present worth analysis for each alternative.

- d. Update the project opinion of probable costs provided in the funding application.
 - e. Prepare the Financial Analysis for the selected alternative.
 - f. Conduct a planning session with the OWNER to review findings and proposed improvements.
 - g. Prepare the Engineering Report in accordance with DWI guidance.
 - h. Submit the draft Engineering Report to Town staff for review and comment.
 - i. Incorporate comments from Town staff and then submit the Engineering Report to DWI for review.
 - j. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.
- 2.1.4 Prepare a conceptual site plan showing the proposed improvements and other pertinent features.

2.2 DESIGN PHASE

- 2.2.1 Perform a site investigation of existing conditions at the water treatment plant.
- 2.2.2 Coordinate and participate in discussions with Town's designated representative regarding specific project objectives.
- 2.2.3 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, and coordination for all construction sequencing of the project. Include all documentation related to the SRP funding requirements.
- 2.2.4 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process. ENGINEER will provide a preliminary and final set of construction documents for review.
- 2.2.5 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as public easements and rights-of-way, sedimentation and erosion control plans, water system, funding agencies, etc..
- 2.2.6 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design. Actual performance of the investigations shall be provided as Additional Services in Section 3.
- 2.2.7 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable costs based on the final design documents.

- 2.2.8 Furnish copies of the final design documents as required to accomplish the design phase.
- 2.2.9 Prepare final drawings and specifications showing the scope, extent and character of the work to be performed and furnished by Contractor.

2.3 BIDDING AND AWARD PHASE:

ENGINEER shall:

- 2.3.1 Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and assist OWNER in the preparation of other related documents. Submit copies of the Bidding Document and a revised opinion of probable construction cost to OWNER.
- 2.3.2 Prepare the advertisement for bids for the Owner to place in newspapers of local circulation.
- 2.3.3 Maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process Contractor deposits for accessing the Bidding Documents.
- 2.3.4 Issue addenda as appropriate to clarify, correct or change the Bidding documents.
- 2.3.5 Consult with Owner as to the acceptability and responsibility of contractors, subcontractors, vendors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- 2.3.6 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the project or fails to comply with applicable codes.
- 2.3.7 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposal in assembling and awarding contracts for the project
- 2.3.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.9 Conduct a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project. Prepare and distribute minutes of the preconstruction conference to all parties.

2.4 CONSTRUCTION OBSERVATION AND ADMINISTRATION PHASE:

During the active construction phase, ENGINEER shall:

- 2.4.1 Verify that all work and materials are being used and performed in accordance with approved plans and specifications and that all work on the project is being completed according to the plans and specifications.
- 2.4.2 Regularly assess the progress of the project and shall update OWNER monthly of the progress of the work on the project.
- 2.4.3 Issue all instructions from OWNER to the contractors, prepare routine change orders, and act as an interpreter of the requirements of the contract documents and judge of the quality and efficiency of the work being performed by the contractors.
- 2.4.4 Manage payment requests from the contractors to OWNER and recommend the amounts that the contractors are to be paid upon their request for payment.
- 2.4.5 Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s), and disapprove or reject any work failing to conform to the Contract Documents. As part of this contract, field observation will be provided on a **part-time basis**, while work is ongoing, by a CFR for the duration of the original construction contract time. In addition to the CFR visits, the Engineer anticipates a monthly site visit during active construction activities for up to a nine (9) month period. Field visits by the Engineer shall be limited to dates corresponding to scheduled construction progress meetings as described in Section 2.4.
- 2.4.6 Provide a Construction Administrator (CA) to oversee the activities of the CFR, and coordinate administrative and managerial tasks related to the project's construction phase.
- 2.4.7 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.8 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and

that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

- 2.4.9 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.4.10 Respond to requests to modify project conditions, or citizen complaints about work completed or in progress during active construction.
- 2.4.11 Prepare for the OWNER one (1) set of full-size paper record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor. Provide OWNER with a full set of record drawings on CD in pdf format.
- 2.4.12 Prepare final engineering certifications required by State and/or local regulatory agencies.
- 2.4.13 Provide or make available all project files and information to effect project close-out.

2.5 FUNDING ADMINISTRATION PHASE:

- 2.5.1 Review Contractor and OWNER documentation of DBE solicitations and Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.5.2 Prepare Project documentation and coordinate with funding agency to secure approval of the funding contract.
- 2.5.3 Review all documentation submitted by the Contractor for reporting of compliance with funding requirements.
- 2.5.4 Review pay applications for approval and release of funds by the funding agency.
- 2.5.5 Review Davis-Bacon wage rate documentation as necessary.

2.6 POST CONSTRUCTION PHASE:

ENGINEER shall:

- 2.6.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If Authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon. Only one (1) solicitation of bidding is included. Multiple solicitations for bids or value engineering are not included in the scope.
- 3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.6 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental evaluations necessary for the construction of the project.
- 3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.8 Coordinate the provision of documents necessary to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.
- 3.9 Providing construction phase and construction progress meeting phase services that extend beyond the timeframe specified above.
- 3.10 Providing report phase services relating to the preparation of an Environmental Information Document (EID) that is related to the project's ER.

3.11 Providing report phase services relating to the preparation of an Environmental Document that is associated with any other funding agency's requirements.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design and construction of the Project.
- 4.3 Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Pay for all reasonable costs incident to obtaining bids or proposals from Contractors.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish copies of all approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.

- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4 except where Contractor will assume responsibility for the same.
- 4.13 Obtain any subsurface geotechnical investigations or other types of testing and analysis for the Project if needed.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall work towards the completion of the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.2 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees:

<u>Engineering Report Phase</u>	Lump Sum, amount of: \$18,000.00
<u>Design Phase</u>	Lump Sum, amount of: \$41,000.00
<u>Bidding & Award Phase</u>	Lump Sum, amount of: \$6,300.00
<u>Construction Phase</u>	Lump Sum, amount of: \$40,100.00
<u>Funding Administration</u>	Lump Sum, amount of: \$16,000.00
<u>Post Construction Phase</u>	Hourly Basis
<u>Total Lump Sum Fee</u>	<u>\$121,400.00</u>

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4 **INSURANCE AND CLAIMS**

7.4.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. **AUTOMOBILE LIABILITY** - Bodily injury and property damage liability insurance covering all owned and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. **COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. **PROFESSIONAL LIABILITY** – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. **WORKERS' COMPENSATION** – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5 **SUCCESSORS AND ASSIGNS**

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except

as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 INDEMNIFICATION


OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.7 ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: 
Douglas Chapman, PE
Principal – Hickory Office Manager

(SEAL)

TOWN OF VALDESE

ATTEST: _____
Courtney Kennedy
Town Clerk

By: _____
Seth Eckard
Town Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

_____, Finance Officer
Town of Valdese

APPROVED AS TO LEGAL FORM:

By: _____
Marc Mitchell
Town Attorney

ATTACHMENT "A"
BASIC FEE SCHEDULE
August 2018

PROFESSIONAL FEES	Current Rate
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00

CADD Operator I	\$ 80.00
CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2018, by and between the **Town of Valdese** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the PROJECT entitled **Town of Valdese Main Street Water Line Replacement Project**, which generally consists of the design and construction of the replacement of 40+ year old water lines in the Town of Valdese water distribution system. This project proposes to replace approximately 6,800 LF of 6" and 8" cast iron water line that extend from the east side of town to the west side along Main Street (US HWY 70). The proposed replacement project will include new 6" and 8" water lines adjacent to the existing lines complete with new service connections, service lines and re-connection to all existing water meters, new fire hydrants, new valves, pavement replacement, and related appurtenances.

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement. Financial assistance for this project is to be provided by the North Carolina Department of Environmental Quality, Division of Water Infrastructure (DWI) (hereinafter referred to as "Agency").

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.

- 1.3 The ENGINEER shall assist in the pursuit of obtaining approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain written authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with all applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

ENGINEER shall provide the Basic Services set forth herein. ENGINEER'S Basic Services are identified herein. Services not set forth as Basic Services are considered Additional Services. OWNER shall not be responsible for any Additional Services unless they are mutually agreed to in writing by the OWNER and ENGINEER. Additional Services are not included as Basic Services and, thus, shall be paid for by the OWNER in addition to payment for Basic Services. ENGINEER's Standard Hourly Rates Schedule for additional services is included hereto as Attachment A and incorporated herein by reference as if fully set forth herein.

ENGINEER shall perform the following services under this contract:

2.1 ENGINEERING REPORT PHASE

- 2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Review data furnished by the City.
- 2.1.3 Prepare an Engineering Report and Environmental Information Document in accordance with guidance prepared by the Division of Water Infrastructure (DWI) as required to maintain eligibility for funding through the State Revolving Fund (SRF). This work shall include following:
 - a. Identify and evaluate existing conditions related to the project.
 - b. Perform an alternatives analysis in accordance with DWI guidance.
 - c. Prepare opinions of probable construction costs, operations and maintenance costs, and present worth analysis for each alternative.

- d. Update the project opinion of probable costs provided in the funding application.
 - e. Prepare the Financial Analysis for the selected alternative.
 - f. Conduct a planning session with the OWNER to review findings and proposed improvements.
 - g. Prepare the Engineering Report and Environmental Information Document in accordance with DWI guidance.
 - h. Submit the draft Engineering Report to Town staff for review and comment.
 - i. Incorporate comments from Town staff and then submit the Engineering Report and Environmental Information Document to DWI for review.
 - j. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.
- 2.1.4 Prepare a conceptual layout of the proposed water line.

2.2 DESIGN PHASE

- 2.2.1 Perform a site investigation of existing conditions.
- 2.2.2 Conduct a survey of the existing site to locate existing structures and provide topography of the proposed work area.
- 2.2.3 Coordinate and participate in discussions with Town's designated representative regarding specific project objectives.
- 2.2.4 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, and coordination for all construction sequencing of the project. Include all documentation related to the SRF funding requirements.
- 2.2.5 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process. ENGINEER will provide a preliminary and final set of construction documents for review.
- 2.2.6 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof, such as public easements and rights-of-way, sedimentation and erosion control plans, water and sewer system, funding agencies, etc..
- 2.2.7 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design. Actual performance of the investigations shall be provided as Additional Services in Section 3.

- 2.2.8 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable costs based on the final design documents.
- 2.2.9 Furnish copies of the final design documents as required to accomplish the design phase.
- 2.2.10 Prepare final drawings and specifications showing the scope, extent and character of the work to be performed and furnished by Contractor.

2.3 BIDDING AND AWARD PHASE:

ENGINEER shall:

- 2.3.1 Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and assist OWNER in the preparation of other related documents. Submit copies of the Bidding Document and a revised opinion of probable construction cost to OWNER.
- 2.3.2 Prepare the advertisement for bids for the Owner to place in newspapers of local circulation.
- 2.3.3 Maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process Contractor deposits for accessing the Bidding Documents.
- 2.3.4 Issue addenda as appropriate to clarify, correct or change the Bidding documents.
- 2.3.5 Consult with Owner as to the acceptability and responsibility of contractors, subcontractors, vendors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- 2.3.6 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the project or fails to comply with applicable codes.
- 2.3.7 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposal in assembling and awarding contracts for the project
- 2.3.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.9 Conduct a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project. Prepare and distribute minutes of the preconstruction conference to all parties.

2.4 CONSTRUCTION OBSERVATION AND ADMINISTRATION PHASE:

During the active construction phase, ENGINEER shall:

- 2.4.1 Verify that all work and materials are being used and performed in accordance with approved plans and specifications and that all work on the project is being completed according to the plans and specifications.
- 2.4.2 Regularly assess the progress of the project and shall update OWNER monthly of the progress of the work on the project.
- 2.4.3 Issue all instructions from OWNER to the contractors, prepare routine change orders, and act as an interpreter of the requirements of the contract documents and judge of the quality and efficiency of the work being performed by the contractors.
- 2.4.4 Manage payment requests from the contractors to OWNER and recommend the amounts that the contractors are to be paid upon their request for payment.
- 2.4.5 Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s), and disapprove or reject any work failing to conform to the Contract Documents. As part of this contract, field observation will be provided on a **part-time basis**, while work is ongoing, by a CFR for the duration of the original construction contract time. In addition to the CFR visits, the Engineer anticipates a monthly site visit during active construction activities for up to a ten (10) month period. Field visits by the Engineer shall be limited to dates corresponding to scheduled construction progress meetings as described in Section 2.4.
- 2.4.6 Provide a Construction Administrator (CA) to oversee the activities of the CFR, and coordinate administrative and managerial tasks related to the project's construction phase.
- 2.4.7 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.8 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and

that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.

- 2.4.9 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.4.10 Respond to requests to modify project conditions, or citizen complaints about work completed or in progress during active construction.
- 2.4.11 Prepare for the OWNER one (1) set of full-size paper record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor. Provide OWNER with a full set of record drawings on CD in pdf format.
- 2.4.12 Prepare final engineering certifications required by State and/or local regulatory agencies.
- 2.4.13 Provide or make available all project files and information to effect project close-out.

2.5 FUNDING ADMINISTRATION PHASE:

- 2.5.1 Review Contractor and OWNER documentation of DBE solicitations and Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.5.2 Prepare Project documentation and coordinate with funding agency to secure approval of the funding contract.
- 2.5.3 Review all documentation submitted by the Contractor for reporting of compliance with funding requirements.
- 2.5.4 Review pay applications for approval and release of funds by the funding agency.
- 2.5.5 Review Davis-Bacon wage rate documentation as necessary.

2.6 POST CONSTRUCTION PHASE:

ENGINEER shall:

- 2.6.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If Authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon. Only one (1) solicitation of bidding is included. Multiple solicitations for bids or value engineering are not included in the scope.
- 3.4 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.6 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental evaluations necessary for the construction of the project.
- 3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.8 Coordinate the provision of documents necessary to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.
- 3.9 Prepare easement maps for use by the OWNER in acquiring right-of-way easements from private property owners required to install the proposed water lines.
- 3.10 Providing construction phase and construction progress meeting phase services that extend beyond the timeframe specified above.

3.12 Providing report phase services relating to the preparation of an Environmental Document that is associated with any other funding agency's requirements.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Pay for all reasonable costs incident to obtaining bids or proposals from Contractors.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish copies of all approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.

- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4 except where Contractor will assume responsibility for the same.
- 4.13 Obtain any subsurface geotechnical investigations or other types of testing and analysis for the Project if needed.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall work towards the completion of the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.2 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees:

<u>Engineering Report Phase</u>	Lump Sum, amount of: \$30,000.00
<u>Design Phase</u>	Lump Sum, amount of: \$176,000.00
<u>Bidding & Award Phase</u>	Lump Sum, amount of: \$8,000.00
<u>Construction Phase</u>	Lump Sum, amount of: \$143,000.00
<u>Funding Administration</u>	Lump Sum, amount of: \$28,000.00
<u>Post Construction Phase</u>	Hourly Basis
<u>Total Lump Sum Fee</u>	<u>\$385,000.00</u>

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.

7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.

7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4 **INSURANCE AND CLAIMS**

7.4.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. **AUTOMOBILE LIABILITY** - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. **COMMERCIAL GENERAL LIABILITY** - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. **PROFESSIONAL LIABILITY** – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. **WORKERS' COMPENSATION** – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 INDEMNIFICATION

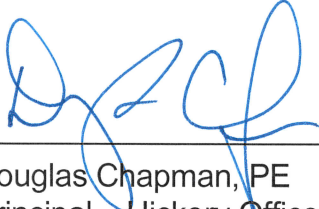
OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

7.7 ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: 

Douglas Chapman, PE
Principal – Hickory Office Manager

(SEAL)

TOWN OF VALDESE

ATTEST: _____
Courtney Kennedy
Town Clerk

By: _____
Seth Eckard
Town Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

_____, Finance Officer
Town of Valdese

APPROVED AS TO LEGAL FORM:

By: _____

Marc Mitchell
Town Attorney

BASIC FEE SCHEDULE
August 2018

PROFESSIONAL FEES	Current Rate
Firm Principal	\$205.00
Program Services Manager I	\$160.00
Program Services Manager II	\$170.00
Senior Project Manager I	\$170.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$185.00
Project Manager I	\$150.00
Project Manager II	\$160.00
Project Engineer I	\$110.00
Project Engineer II	\$120.00
Project Engineer III	\$140.00
Engineering Associate I	\$ 90.00
Engineering Associate II	\$ 95.00
Engineering Technician I	\$ 90.00
Engineering Technician II	\$100.00
Engineering Technician III	\$110.00
Environmental Specialist I	\$ 85.00
Environmental Specialist II	\$ 95.00
Electrical Engineer I	\$110.00
Electrical Engineer II	\$120.00
Electrical Engineer III	\$140.00
Electrical Engineering Associate I	\$ 90.00
Electrical Engineering Associate II	\$ 95.00
Electrical Engineering Technician I	\$ 90.00
Electrical Engineering Technician II	\$100.00
Electrical Engineering Technician III	\$110.00
Mechanical Engineer I	\$110.00
Mechanical Engineer II	\$120.00
Mechanical Engineer III	\$140.00
Mechanical Engineering Associate I	\$ 90.00
Mechanical Engineering Associate II	\$ 95.00
Mechanical Engineering Technician I	\$ 90.00
Mechanical Engineering Technician II	\$100.00
Mechanical Engineering Technician III	\$110.00
CADD Operator I	\$ 80.00

CADD Operator II	\$ 85.00
CADD Operator III	\$ 90.00
Construction Services Manager I	\$130.00
Construction Services Manager II	\$145.00
Construction Administrator I	\$ 95.00
Construction Administrator II	\$105.00
Construction Administrator III	\$115.00
Construction Field Representative I	\$ 85.00
Construction Field Representative II	\$ 90.00
Construction Field Representative III	\$ 95.00
Construction Services Coordinator	\$ 80.00
Planner I	\$100.00
Planner II	\$115.00
Planner III	\$135.00
Planner IV	\$145.00
Surveyor I	\$ 80.00
Surveyor II	\$ 90.00
Surveying Associate I	\$ 70.00
Surveying Associate II	\$ 75.00
Survey Technician I	\$ 75.00
Survey Technician II	\$ 82.00
Survey Field Technician I	\$ 60.00
Survey Field Technician II	\$ 65.00
Survey Field Technician III	\$ 70.00
Administrative Assistant (I-II)	\$ 70.00
Administrative Assistant III	\$ 80.00
Accounting Assistant (I-II)	\$ 80.00

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

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 _____ day of _____ 2018 at Valdese, North Carolina.

John F. Black, Jr., Mayor

Date

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 _____ day of _____ 2018 at Valdese, North Carolina.

John F. Black, Jr., Mayor

Date

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:

<u>Acct.</u> <u>No.</u>		<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.

<u>Acct.</u> <u>No.</u>			
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:

<u>Acct.</u> <u>No.</u>		<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.

<u>Acct.</u> <u>No.</u>			
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:

<u>Acct.</u> <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.

<u>Acct.</u> <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:

<u>Acct.</u> <u>No.</u>		<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.

<u>Acct.</u> <u>No.</u>			
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.