

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, October 9, 2023
6:00 P.M.**

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

4. Informational Items:

- A. Communication Notes
- B. Reading Material

5. Open Forum/Public Comment

6. Consent Agenda

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

- A. Approval of Special Meeting Minutes of September 18, 2023
- B. Appointment to Valdese Housing Authority
- C. Resolution Approving Water Shortage Response Plan
- D. Resolution Approving Conveyance of Personal Property to a Nonprofit Organization
- E. Request to Sell Wine at Town Event
- F. Resolution for Funding to Re-Establish Passenger Rail Service for Western NC

7. New Business

- A. Introduction of New Employees
- B. State Trail/Stream Restoration Update
- C. Lenoir/Valdese Waterline Interconnections Project
- D. Approval of Engineering Services for Water Treatment Plant Upgrades
- E. Capital Project Ordinance Amendment
- F. Budget Amendment

8. Manager's Report

- A. Old Colony Players Presents: The Mel Brooks Musical, YOUNG FRANKENSTEIN, October 13-14, 19-21, 26-28, 2023, 7:30 p.m. at the Fred B. Cranford Amphitheatre
- B. Bluegrass at the Rock: The Malpass Brothers, November 4, 2023, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.
- C. Pumpkin Decorating Contest, Thursday, October 26, 2023, Old Rock School Steps
- D. Treats in the Streets, Tuesday, October 31, 2023, 4:00-6:00 p.m.
- E. Next Regular Council meeting scheduled for Monday, November 6, 2023, 6:00 p.m.

9. Mayor and Council Comments

10. Adjournment

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodation should be submitted by individuals with disabilities at least 48 hours before the scheduled meeting time. Contact Town Hall at 828-879-2120 or TDD Phone Line (hearing impaired) 1-800-735-2962.

COMMUNICATION NOTES

To: Mayor Watts
Town Council

From: Seth Eckard, Town Manager

Date: October 6, 2023

Subject: Monday, October 9, 2023 Council Meeting

6. Consent Agenda

A. Approval of Special Meeting Minutes of September 18, 2023

B. Appointment to the Valdese Housing Authority

The Valdese Housing Authority recommends the appointment of Ms. Faith Kaplan for a five-year term. The term will expire on October 31, 2028. Ms. Kaplan will replace Mr. Willie Pascal, who finishes his term on October 31, 2023. Ms. Kaplan has served on the Valdese Housing Authority in the past.

C. Resolution Approving Water Shortage Response Plan

The agenda packet includes the Town of Valdese Water Shortage Management Plan and a Resolution approving its adoption. NC General Statute 143-355 (1) requires that each unit of government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan. The Water Shortage Response Plan is revised at least once every five years or as otherwise requested by the Department. The last time it was approved was at the March 17, 2018 Council meeting. The Town of Valdese plan has been submitted and approved by the NC Department of Environment Quality.

D. Resolution Approving Conveyance of Personal Property to a Nonprofit Organization

The agenda packet includes a Resolution approving the Conveyance of Personal Property to a Nonprofit Organization to REACT International, Inc. This request authorizes the Town to surplus Motorola radio equipment and donate to REACT. This request is a benefit the public will receive from REACT's continued monitoring of the airwaves and provision of radio-related services to the public, including the Town of Valdese, in times of emergency or disaster. Burke County REACT helps the Town with traffic control during the DHS Homecoming and Christmas Parades, Waldensian Festival, and the Independence Day Celebration.

E. Request to Sell Alcohol at Town Event

The agenda packet includes a request from Waldensian Style Wines to sell wine at the November Craft & Gift Show event on Friday, November 10, 2023, from 4:00 p.m. to 8:00 p.m. & Saturday, November 11, 2023, from 9:00 a.m. to 2:00 p.m., Waldensian Room at the Old Rock School.

F. Resolution for Funding to Re-Establish Passenger Rail Service for Western NC

The Western North Carolina Rail Committee (Valdese represented since 1999), comprised of the communities including Salisbury, Statesville, Conover, Hickory, Valdese, Morganton, Marion, Old Fort, and Asheville, is requesting the adoption of a Resolution supporting legislative funding for the re-establishment of passenger rail through Western North Carolina. Adoption of this Resolution does not finically obligate the Town to this project. The Resolution is enclosed in the agenda packet.

7. New Business

A. Introduction of New Employee

Police Chief Jack Moss will introduce new Police Officer Adam Marlowe. Water Resources Director Greg Padgett will introduce new WWTP Superintendent Lonnie Laird and WP Operator Gary Greene.

B. State Trail/Stream Restoration Update

Beth Heile will give an update on the State allocated funds for Stream Restoration in Valdese.

C. Lenoir/Valdese Waterline Interconnections Project

R.J. Mozeley with McGill Associations will be at the meeting to discuss the Lenoir/Valdese Waterline Interconnections Project

D. Approval of Engineering Services for Water Treatment Plant Upgrades

Enclosed in the agenda packet is a memo from Water Resources Director Greg Padgett and an engineering contract with McGill Associates for Water Treatment Plant Upgrades. The Town of Valdese is receiving \$7 million from the State budget for creating an interconnection with the City of Lenoir water system. The \$7 million will be used to upgrade and improve the Valdese Water Plant. Funding for the engineering services will come out of the \$7 million State grant.

Requested Action: Staff requests Council approve the engineering contract with McGill Associates for Water Plant Upgrades.

E. Capital Project Ordinance Amendment

Enclosed in the agenda packet is a Capital Project Ordinance Amendment prepared by Assistant Town Manager/CFO Bo Weichel. Mr. Weichel will be at the meeting to discuss the Valdese Old Rock School renovations ordinance amendment.

Requested Action: Staff requests that Council adopt the Capital Project Ordinance Amendment as presented.

F. Budget Amendment

Enclosed in the agenda packet is a budget amendment prepared by Assistant Town Manager/CFO Bo Weichel. This amendment will move funds to appropriate accounts. Mr. Weichel will be at the meeting to discuss the Recreation Fitness Center HVAC repairs.

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

READING MATERIAL

**VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT
AUGUST 1st-31st, 2023**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF AUGUST, 2023. 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>MONTHLY TOTAL</u>		
STATION DUTY		130 HOURS	
VEHICLE DUTY		86 HOURS	
EQUIPMENT DUTY		59 HOURS	
EMERGENCY RESPONSES (ON DUTY)		101 HOURS	
TRAINING (ON DUTY)		38 HOURS	
FIRE ADMINISTRATION		118 HOURS	
TRAINING ADMINISTRATION		6 HOURS	
MEETINGS		9 HOURS	
FIRE PREVENTION ADMINISTRATION		112 HOURS	
FIRE PREVENTION INSPECTIONS		27 HOURS	
	<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
	ASSEMBLY	2	4
	BUSINESS	0	0
	DAYCARE	0	0
	EDUCATIONAL	0	0
	FACTORY	0	0
	HAZARDOUS	0	0
	INSTITUTIONAL	1	0
	MERCANTILE	1	3
	RESIDENTIAL	1	1
	STORAGE	1	17
	FOSTER HOME	0	0
	REINSPECTIONS	11	2
	TOTAL:	17	27
PUBLIC RELATIONS			6 HOURS
HYDRANT MAINTENANCE			0 HOURS
SAFETY ADMINISTRATION			25 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS			8 HOURS
EXTRA DUTY FIRES			24 HOURS
NON-DEPARTMENTAL DUTIES			0 HOURS
EXTRA DUTY TRAINING			23 HOURS
EXTRA DUTY FIRE/MED STANDBY			48 HOURS
PHYSICAL TRAINING			31 HOURS
EXTRA DUTY MEDICAL RESPONSES			35 HOURS
VOLUNTEER FIREFIGHTER TRAINING			27 HOURS
TOTAL TRAINING MANHOURS:			88 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	6
CARBON MONOXIDE ALARM	0
MUTUAL AID TO STATION 63	0
MUTUAL AID TO STATION 67	0
OTHER ENTRAPMENT	1
ODOR	1
ELECTRICAL HAZARD	3
FIRE/MEDICAL STANDBY	3
TREE DOWN	2
SERVICE CALL	2
STRUCTURE FIRE	1
OUTSIDE FIRE	<u>1</u>
	20
<u>MEDICAL:</u>	
ABDOMINAL PAIN	2
ALLERGIC REACTION	0
ANIMAL BITE	1
ASSAULT	1
ASSIST EMS	1
BACK PAIN	1
CANCELLED ENROUT	0
CARDIAC	0
CHEST PAIN	3
CHOKING	0
CODE BLUE	1
DIABETIC	2
DOA	2
FAINTING	1
FALL	4
GUNSHOT	0
HEADACHE	0
HEMORRHAGE	2
MOTOR VEHICLE ACCIDENT	4
MEDICAL STANDBY	0
OTHER	2
OVERDOSE/INTOXICATED	3
PREGNACY	0
PSYCHIATRIC	2
RESPIRATORY	9
SEIZURE	1
SICK	5
STROKE	0
TRAUMATIC	2
UNCONSCIOUS	4
UNKNOWN	<u>0</u>
	53
<u>TOTAL RESPONSES:</u>	<u>73</u>

TRUMAN WALTON, CHIEF
VALDESE FIRE DEPARTMENT

Community Affairs & Tourism Monthly Stats

September 2023

Tourism Statistics

<i>visitvaldese.com Visits (last 28 days)</i>	5,658
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<i>townofvaldese.com Visits (last 28 days)</i>	8,017
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Top 5 Pages Viewed (townofvaldese): Utilities, Career Opportunities, Recreation, Aquatics & Fitness, Police Department

Facebook

<i># of followers</i>	17,220
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<i>Post Engagement (last 28 days)</i>	17,131
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<i>Post Reach (last 28 days)</i>	120,153
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Facebook Reactions/Feedback (last 28 days)

Reactions: 2,878 Comments: 328 Shares: 369 Photo Views: 2,167 Link Clicks: 2,426

TOP FIVE AUDIENCE LOCATIONS: Morganton, Valdese, Hickory, Lenoir, Drexel

<i>Approximate # of Visitors to the Tourism/CA Office</i>	231
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Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	0
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TEACHER'S COTTAGE	8
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WALDENSIAN ROOM	9
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CLASSROOMS	0
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MAJOR EVENT (ENTIRE SCHOOL)	2
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Major Events Held at the Old Rock School	Average Number of Attendees
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Plein Air Festival, Rock Church Conference	150
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<i>Monthly Old Rock School Rentals</i>	21
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Old Rock School Total Attendance	1,207
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CA Summary for September 2023

September flew by in a blur full of events and travel for the Community Affairs Department. With a busy rental calendar, Fall event preparation, and arranging for the trip to Italy/Germany, the department was extremely busy throughout the month. The Old Rock School hosted two major events: Plein Air Fest and the Rock Church Conference and several private events across all rental facilities. Preparation for Bluegrass at the Rock, Treats in the Streets, the Pumpkin Decorating Contest, and Christmas in November Craft Show is in full swing. Applications for events are coming in heavily and promotion is underway. Morrissa and Annie had the opportunity to join the trip to the Waldensian valleys and territories in Italy and Germany. 10 days fully immersed in Waldensian heritage has inspired the department to take on several history-inspired projects and promote more day tours next year with a refreshed outlook. Work on Christmas events has also begun slowly but surely with parade applications trickling in and ordering materials for Mingle with Kringle Breakfast and the Tree Lighting.

Town of Valdese Personnel Report

<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>				
<i>New Hires</i>				
Adam Marlowe	Police Officer		Police Department	8/1/2023
Lonnie Laird	WWTP Superintendent		WWTP	9/5/2023
Gary Greene	WP Operator		Water Plant	9/18/2023
<i>Transfers</i>				

VALDESE POLICE DEPARTMENT

Jack W. Moss
Chief of Police
Post Office Box 339
121 Faet Street
Valdese, North Carolina 28690

Telephone 828-879-2109
Fax 828-879-2106

Sept 29th, 2023

To: Seth Eckard
From: Chief Moss
Re: Boots on the ground

Progress reports: Boots on the Ground

<u>Location:</u>	<u>Officer Visits:</u>
McGalliard Falls	71 Visual Checks / Walk around
Old Rock School	85 Visuals Checks / Walk around
Children's Park	64 Visual Checks / Walk around
Community Center	85 Visual Checks / Walk around
Lakeside Park	26 Community Contact
Main St Extra Patrol	Nightly Door Checks
Business/Residential Contact	38 Community Policing
Family Fun Night	N/A Community Checks
Myra's Car show	N/A Community Checks

Our officer have logged 369 residential/business security checks, 792 extra patrols and 38 community policing contacts in 29 days for a total of 1,199 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs. As of this date, our department has logged 16575 events in CAD ranging from vehicle stops, security checks, to welfare checks and domestics.

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
SEPTEMBER 18, 2023**

The Town of Valdese Town Council met on Monday, September 18, 2023, at noon, in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman Councilman Tim Barus, and Councilman Paul Mears. Also present were: Town Manager Seth Eckard, Town Clerk Jessica Lail, and Planning Director Larry Johnson.

Absent: Town Attorney Tim Swanson, Councilman Tim Skidmore

A quorum was present.

Mayor Watts called the meeting to order at 12:00 noon. He offered the invocation and led the Pledge of Allegiance to the Flag.

APPROVED REGULAR MEETING MINUTES OF SEPTEMBER 5, 2023 The Town Council held a Special Council meeting to approve the September 5, 2023, minutes for the submission of the CDBG application for the Berrytown Project.

Councilwoman Hildebran made a motion to approve the September 5, 2023, minutes, seconded by Councilman Mears. The vote was unanimous.

ADJOURNMENT: At 12:02 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, October 9, 2023, at 6:00 p.m.

Town Clerk

Mayor

jl

VALDESE HOUSING AUTHORITY

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

September 12, 2023

The Honorable Charles Watts, Mayor
Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

Dear Mayor Watts:

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, 2022 and will be resigning her position.

Ms. Faith Kaplan is requesting appointment for a five (5) year term to the Board of Commissioners for the Valdese Housing Authority.

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, 2023,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Ms. Faith Kaplan** to serve as a Commissioner for the term, ending October 31, 2028.

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 _____, 2023.

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 _____, 2023.

Town Clerk

**Water Shortage Response Plan
Town of Valdese, North Carolina
August 29, 2023**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

I. Authorization

The Valdese Town Manager shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his or absence, the Utility Director will assume this role.

Mr. Seth Eckard
Valdese Town Manager
Phone: (828) 879-2117
Email: seckard@valdesenc.gov

Mr. Greg Padgett
Water Resources Director
Phone: (828) 874-6789
E-mail: gpadgett@valdesenc.gov

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills and on the Town of Valdese website homepage. Required water shortage response measures will be communicated through PSA announcements on local radio and cable stations, and on the Town of Valdese website. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone through use of reverse 911.

III. Levels of Response (Taken from the Catawba LIP)

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

Stage	Response	Description
1	Voluntary Reductions	All water users except Commercial and Industrial are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	All water users except Commercial and Industrial must abide with required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes at a minimum of two days per week, a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; reduction of residential vehicle washing; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM two day a week; outdoor use of drinking water for washing impervious surfaces is prohibited; eliminate residential vehicle washing; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. Limit lawn and landscape irrigation to no more than one day a week. Prioritize and meet with commercial and industrial large water customers and meet to discuss strategies for water reduction measures including development of an activity schedule and contingency plans.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is

implemented. Prioritize and meet with commercial and industrial large water customers and meet to discuss strategies for water reduction measures including development of an activity schedule and contingency plans. Prepare to implement Emergency Plan.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Valdese's Emergency Response Plan.

IV. Triggers

The water source for Valdese is Lake Rhodhiss, located in the Catawba River Basin. The triggers are set by the Catawba LIP. These triggers are:

USGS Streamflow Trigger- based on a four month rolling average.

Drought Monitor- use weekly county data to arrive at a composite Drought Monitor Condition for the entire basin (Basin 25% Method).

Groundwater Well Levels-use in advisory role only

Standardized Precipitation Index- used as a guide because of volatile data.

Storage Index- based on full pond being at 100% and stage 4 being at 40% of full pond.

Triggers are routinely checked by the Catawba-Wateree Drought Management Advisory Group.

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Town of Valdese utility department and police personnel. Violators may be reported to the Town's phone line or the e-mail contact listed on the Town's website. Citations are

assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at Town Hall for customers to view. A notice will be included in customer water bill notifying them of such. Also a draft plan will be published on the Town of Valdese website. A public hearing will be scheduled with notice printed in all customer water bills to collect comments on the draft. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Valdese's Town Council.

VII. Variance Protocols

Applications for water use variance requests are available from the Town of Valdese website and Town Hall. All applications must be submitted to the Town Hall for review by the Town Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the Valdese water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Valdese's Town Council. The Town of Valdese Manager is responsible for initiating all subsequent revisions.

RESOLUTION FOR APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of Valdese, has been developed and submitted to the Valdese Town Council for approval; and

WHEREAS, the Valdese Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Valdese, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Valdese Town Council of the Town of Valdese that the Water Shortage Response Plan entitled, Valdese Water Shortage Response Plan dated August 29, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Valdese Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 9th day of October, 2023.

Name: _____

Title: _____

Signature: _____

ATTEST:

Town Clerk

**A RESOLUTION APPROVING CONVEYANCE OF PERSONAL
PROPERTY TO A NONPROFIT ORGANIZATION PURSUANT TO THE
PROVISIONS OF N.C.G.S. 160A-279**

WHEREAS, the Town of Valdese owns twenty (20) Motorola IMPRES Adaptive Chargers, twenty-eight (28) Motorola IMPRES 2 batteries, twenty-eight (28) Motorola 700-800 MHz antennas, twenty-two (22) Motorola plastic belt clip holsters, twenty-seven (27) leather holsters, twenty-five (25) Motorola XE-RSM lapel microphones, and twenty-eight (28) Motorola APX 6000 Radios with the following serial numbers: 755CNR0656, 755CNR0657, 755CNR0658, 755CNR0659, 755CNR0660, 755CNR0661, 755CNR0662, 755CNR0663, 755CNR0664, 755CNR0665, 755CNR0666, 755CNR0667, 755CNR0668, 755CNR0669, 755CNR0670, 755CNR0671, 755CNR0672, 755CNR0673, 755CNR0674, 755CNR0675, 755CNR0676, 755CNR0677, 755CNR0678, 755CNR0679, 755CNR0680, 755CNR0681, 755CNR0682, and 755CNR0683 (the “Equipment”); and

WHEREAS, North Carolina General Statute § 160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to any governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused; and

WHEREAS, the Town has determined that the Equipment to be surplus, obsolete, or unused; and

WHEREAS, the Town intends to convey the Equipment to REACT International, Inc., a 501(c)(3) nonprofit organization consisting of communications volunteers who monitor airwaves and provide a wide range of radio related services to the public in times of emergency or disaster; and

WHEREAS, REACT will use the Equipment to monitor the airwaves and assist communities, including the Town of Valdese, in times of emergency or disaster; and

WHEREAS, REACT’s continued public use of the Equipment will benefit all citizens of the Town of Valdese.

NOW, THEREFORE BE IT RESOLVED, by Council for the Town of Valdese that:

1. The Mayor is authorized to execute all documents necessary to convey title to the Equipment to REACT.
2. The consideration for the conveyance is a benefit the public will receive by REACT’s continued monitoring of the airwaves and provision of radio related services to the public, including the Town of Valdese, in times of emergency or disaster.

3. In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was posted on the official website for the Town of Valdese at <https://www.townofvaldese.com/> on Friday, September 29, 2023.

THIS RESOLUTION IS ADOPTED this ____ day of _____, 2023.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

[AFFIX SEAL]

ATTEST:

By: _____
Charles Watts, Mayor

Jessica Lail, Town Clerk



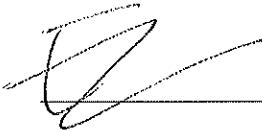
Eddie & Brenda Zimmerman
Waldensian Style Wines
2340 Quail Run
Connelly Springs, NC 28612

September 25, 2023

Town of Valdese,

Waldensian Heritage Wines respectfully requests to sell wine at the Christmas In November Craft & Gift Show event held on November 10th from 4-8pm and November 11th from 9am until 2pm at the Old Rock School. 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
Owner

RESOLUTION

IN SUPPORT OF FUNDING TO RE-ESTABLISH PASSENGER RAIL SERVICE FOR WESTERN NORTH CAROLINA

WHEREAS, rail service is an integral part of a comprehensive transportation system for the State of North Carolina; and,

WHEREAS, the Western North Carolina Rail Committee, Inc. has supported improved rail service and connectivity since 1989. These local communities, Asheville, Old Fort, Marion, Morganton, Valdese, Hickory, Conover, Statesville, and Salisbury, would thus benefit from AMTRAK-operated and NC DOT Rail Division administered passenger rail service with three round trips daily between Salisbury and Asheville and

WHEREAS, economic development, tourism, and job creation will benefit through the enhancement of a passenger rail system that serves the citizens of North Carolina and visitors to our state with 100,000 local trips that could be generated, with an additional 150,000 to 290,000 passengers (connections) by 2045 per the Western North Carolina Passenger Rail Feasibility Study, June 2023, prepared by NC DOT Rail Division; and,

WHEREAS, Congress has passed the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law), which allocated 80% of the funding with a state/local match of 20% with an estimated construction cost of \$665 million and annual operating cost of \$7.3 to \$10 million; and

WHEREAS, we applaud the State of North Carolina for the development of comprehensive intercity rail and transportation services in urban jurisdictions throughout the state, and recognize that Asheville and Western North Carolina have been without a passenger rail connection since 1975 and,

WHEREAS, there is a vital need to provide a robust and balanced transportation system that promotes freight and passenger service and,

WHEREAS, an increase in state funding for passenger rail service in North Carolina is necessary to connect our small urban and rural areas of the state with the urbanized centers of our state and,

WHEREAS, support by local and state elected officials is essential for the future of alternative transportation in Western North Carolina, as identified as one of the twelve rail corridors by NC DOT for inclusion in the Federal Railroad Administration (FRA) Railroad Identification Program and

WHEREAS, support and utilization of transportation improvements, which is funded by FRA to speed the creation of additional rail passenger routes across the country and is supported by business and commercial interests as essential for the successful deployment of alternative transportation modes in North Carolina, especially in Western North Carolina; and,

WHEREAS, this resolution expresses the thirty-plus years of unified support of communities and chambers of commerce throughout Western North Carolina for increased statewide funding for bus-rail service and,

WHEREAS, rail linkages between communities and regions within North Carolina establish and strengthen social, historical, commercial, and cultural bonds; and,

WHEREAS, the average return on investment for the surrounding community for station revitalizations throughout North Carolina is more than one dollar for every dollar invested, as demonstrated in Salisbury, Morganton, Marion, Old Fort, and Asheville (with the purchase of land) and,

WHEREAS the associated improvements to rail facilities have increased the efficiency and safety of rail service, helped attract new freight traffic, and provided environmental benefits by reducing the impact of traffic congestion on North Carolina's highways, particularly Interstate 40 and,

WHEREAS, a rail system will enhance accessibility and reliability for citizens, tourists, and businesses in Western North Carolina, and by extension to the entire State of North Carolina; and,

WHEREAS, North Carolina Department of Transportation's Rail Division has agreed to manage, subject to NC Legislative appropriation, contract development and implementation of Amtrak service between Salisbury and Asheville and

WHEREAS, the WNC Rail Committee is committed to working with the local communities to effectively market passenger rail service in WNC and provide other local assistance/services as appropriate to help ensure the connection service's long-term success and,

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese, through the adoption of this resolution, fully supports the creation of an attractive, marketable, and cost-effective rail connection service for Western North Carolina that includes funding by the FRA and the North Carolina General Assembly with financial participation from local governments and economic entities for the proposed Amtrak rail service between Asheville and Salisbury.

Adopted this 9th day of October 2023

Town of Valdese

By:

Charlie Watts, Mayor

COUNCIL AGENDA MEMO

From: Greg Padgett, Water Resources Director
Agenda: October 9, 2023

REQUEST

Staff requests that the Council approve a contract with McGill & Associates for engineering services for Water Treatment Plant Upgrades.

BACKGROUND

Valdese is receiving \$7 million from the State budget for creating an interconnection with the City of Lenoir water system. The \$7 million will be used to upgrade and improve the Valdese Water Plant. McGill Associates was chosen as part of an RFQ process for General Services in February 2022, as an engineer for the Town of Valdese.

ANALYSIS

The \$7 million will not need to be repaid due to a state appropriation. This will allow the Valdese water plant to upgrade some older systems that otherwise we would have to borrow money to complete. This project will also improve reliability and redundancy for both Lenoir and Valdese.

RECOMMENDATION

Staff respectfully recommends that Council approve the contract with McGill Associates.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

No

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2023, by and between **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 **Water Treatment Plant Upgrades** as generally described in Attachment "A", and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

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 provide 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 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 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

2.1 DESIGN 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, approvals and other preliminary matters.
- 2.1.2 Conduct a topographical survey of the project area to develop construction documents.
- 2.1.3 Coordinate the provision of subsurface investigation by others, if any, including assisting with solicitations and preparing site maps identifying locations for testing.
- 2.1.4 Prepare preliminary design, equipment selections, and design calculations.
- 2.1.5 Review preliminary design with OWNER for concurrence and acceptance.
- 2.1.6 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work of the Project.
- 2.1.7 Review design documents described above with the OWNER for comments and approval.
- 2.1.8 Prepare and submit plans and specifications to NCDEQ Division of Water Infrastructure to assist in obtaining approval.
- 2.1.9 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources (Public Water Supply Section) to assist in obtaining the construction approval.
- 2.1.10 Perform an internal quality control and constructability review of the project.
- 2.1.11 Prepare an updated opinion of probable cost upon completion of the final design plans, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.12 Furnish one (1) hard copy and an electronic PDF copy of the final design documents to the OWNER.

2.2 BIDDING AND AWARD PHASE

- 2.2.1 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.
- 2.2.2 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.3 Schedule a Pre-Bid Conference with prospective bidders and the OWNER to address the project requirements and receive any bidding questions.
- 2.2.4 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.

- 2.2.5 Coordinate funding, DBE, and award documentation with DWI.
- 2.2.6 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.2.7 Schedule a Pre-Construction 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 Pre-Construction Conference to all parties.

2.3 FUNDING ADMINISTRATION

- 2.3.1 Review Contractor and OWNER documentation of DBE solicitations and Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.3.2 Prepare Project Bid documentation and coordinate with funding agency to secure approval of the funding contract.
- 2.3.3 Review all documentation submitted by the Contractor for reporting of compliance with funding requirements.
- 2.3.4 Review pay applications for approval and release of funds by the funding agency.

2.4 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Award Phase, and upon written authorization from OWNER, ENGINEER shall:

- 2.4.1 Provide General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. ENGINEER shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 2.4.2 Provide a Construction Field Representative (CFR) to periodically 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, and endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor.
- 2.4.3 The purpose of ENGINEER's visits and the representation by the Construction Field Representative, (CFR), will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an

experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. However, ENGINEER shall give prompt notice to the OWNER whenever ENGINEER observes or otherwise becomes aware of any defect in the Project or of any material deviation of Contractor's work from the Contract Documents.

2.4.4 Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's Work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing

the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- 2.4.5 Recommend to OWNER that Contractor's Work be rejected while it is in progress if, on the basis of ENGINEER's observations, ENGINEER believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.4.6 The total construction contract time is assumed to be eighteen (18) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional requested CFR time will be considered Additional Services under Section 3 of this Agreement.
- 2.4.7 Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 2.4.8 Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and any approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
- 2.4.9 Promptly after notice that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a pre-final observation visit to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, DWI, and Contractor.
- 2.4.10 In company with OWNER's representative, conduct a final observation visit to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- 2.4.11 Schedule construction progress meetings as needed during active work periods with the OWNER, DWI, ENGINEER and all other applicable parties discuss matters related to the Project. Prepare and distribute minutes of the meeting to all parties.

- 2.4.12 Issue instructions to the Contractor from the OWNER as to interpretations and clarifications to the project design plans, specifications and contract documents.
- 2.4.13 Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by OWNER or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if ENGINEER in its discretion concludes that to do so would be inappropriate. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 2.4.14 Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
- 2.4.15 Coordinate and track the testing of infrastructure and placing same into service for the project. Additional visits required due to work not being ready for testing, retesting, or Contractor scheduling conflicts shall be considered Additional Services.
- 2.4.16 Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
- 2.4.17 Require such testing of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 2.4.18 Review and determine the acceptability of any schedules that Contractor is required to submit to ENGINEER, including Progress Schedule, Schedule of Submittals and Schedule of Values.
- 2.4.19 Prepare for the OWNER a set of record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished. Two (2) hard copies and an electronic PDF copy of the record drawings will be furnished to the OWNER.
- 2.4.20 Provide or make available all Project files and information to effect project closeout.

2.5 POST CONSTRUCTION PHASE

- 2.4.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.
- 2.4.2 Schedule and conduct a one (1) year warranty review with the OWNER and Contractor following the start-up and commissioning of the wastewater treatment plant project. This warranty review will be conducted during the 11th month of operation and will produce a complete listing of findings and required corrections.

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. The ENGINEER and OWNER agree that time is of the essence in order to meet funding deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 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 and submitting permit applications or other documents to any agency or entity except for NCDWR as listed in Section 2.
- 3.4 Preparing documents for alternate bids, phasing of construction, or multiple contracts requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Design Phase.
- 3.5 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.6 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.7 Evaluation of unsuitable subgrade materials during construction.
- 3.8 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.9 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.10 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.11 Additional services in connection with administering project funding, beyond those listed in Section 2.3.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project. Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents, plans, and any other data relative to the evaluation, design, and construction of the Project. 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.
- 4.2 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 pertinent to the services in this Agreement.
- 4.3 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.
- 4.4 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.
- 4.5 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.6 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.7 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.8 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 will or has used the monies paid to him under the construction contract.
- 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 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 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.

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 endeavor to achieve the milestones issued by the Division of Water Infrastructure .
- 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

6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees, inclusive of all reimbursable expenditures.

Design Phase Services	\$488,000
Bidding and Award Phase Services	\$28,000
Funding Administration Services	\$40,000
Construction Phase Services	\$397,000
<i>Total Lump Sum Fee</i>	<i>\$953,000</i>

Post Construction Phase Services	Hourly Basis
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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 the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for 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 a 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 performed 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 service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein 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, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. After the ENGINEER has been paid in full, the OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable 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 The ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.
- 7.4.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.
- 7.4.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to 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 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.
- 7.4.4 PROFESSIONAL LIABILITY – Insuring against professional negligence / errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.
- 7.4.5 WORKERS' COMPENSATION – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the ENGINEER is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.
- 7.4.6 EXCESS / UMBRELLA LIABILITY – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less that \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.
- 7.4.7 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not

exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

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.

7.6 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

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
Vice President – Regional Manager

(SEAL)

TOWN OF VALDESE

ATTEST: _____
Jessica Lail
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: _____
Bo Weichel
Finance Director

ATTACHMENT “A”
PROJECT UNDERSTANDING
WATER TREATMENT PLANT UPGRADES

The Water Treatment Plan Upgrades project generally consists of the construction or alteration and improvement of raw water pumps, raw water piping and control valves, modification of the flash-mix basins and replacement of the flash mixers, replacing the existing flocculators, modification of the existing chemical feed systems, adding tube settlers to the sedimentation basins, rehabilitation of the existing filters, adding an air-scour system to the existing filters, process and sample line piping, miscellaneous site work and all related appurtenances.

The project is funded through a North Carolina State budget appropriation of \$7,000,000 to be administered by the Division of Water Infrastructure. This project’s scope of work is intended to improve the viability of aged existing treatment facilities and in conjunction with a corresponding project for a water line interconnect with the City of Lenoir.

**ATTACHMENT “B”
STANDARD RATE AND FEE SCHEDULE**

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$255			
Principal – Regional Manager – Director	\$210	\$220	\$235	\$245
Practice Area Lead	\$180	\$200	\$215	\$225
Senior Project Manager	\$190	\$210	\$215	\$220
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$130	\$140	\$150	\$160
Engineering Associate	\$110	\$115	\$120	\$125
Planner- Consultant – Designer	\$110	\$125	\$145	\$160
Engineering Technician	\$100	\$115	\$125	\$135
CAD Operator – GIS Analyst	\$85	\$90	\$100	\$105
Construction Services Manager	\$140	\$155	\$165	\$180
Construction Administrator	\$105	\$120	\$130	\$135
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$115	\$130	\$145	\$155
Construction Field Representative	\$90	\$100	\$105	\$110
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$110	\$120	\$125
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$70	\$75	\$80	\$85
Administrative Assistant	\$75	\$80	\$90	\$100

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 fifteen (15) percent.

Capital Project Ordinance Amendment # 2-38

Subject: ARC Grant

Description: As part of the Old Rock School Renovation project, this grant requires a match which has been gifted to the Town as a private donation. This amends the Capital Project Budget to account for the donation and the grant income with future expense.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the capital project ordinance for various capital projects funded from a variety of sources is hereby amended as follows.

Section I:

Revenues available to the Town to complete the projects are hereby amended as follows:

Account	Description	Decrease/ Debit	Increase/ Credit
38.3970.002	Donations		60,000
38.3970.003	ARC Grant		60,000
Total		\$0	\$120,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
38.6250.151	ARC Grant	120,000	
Total		\$120,000	\$0

Section II:

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.

Budget Amendment # 1-10

Subject: Recreation Fitness Center HVAC repair

Description: For the past several weeks the HVAC unit for the fitness areas has been non functional. Several licensed companies came to diagnose and provide a quote. Based on the age and extensive repairs needed, the work includes a 10 ton unit, ducting, line sets, t-stat, gas piping, crane, permits and labor.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		25,950
Total		\$0	\$25,950

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.150	Maintenance & Repairs	25,950	
Total		\$25,950	\$0

Section II:

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.