

**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Tuesday, September 5, 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 Regular Meeting Minutes of August 7, 2023
- B. Lease Agreement at Old Rock School with David Harmon Studios, LLC
- C. Lease Agreement at Old Rock School with Tranquility Day Spa
- D. Ordinance Declaring Road Closure for Town of Valdese Special Event
- E. Adoption of Updated FY 23-24 Water/Sewer Utility Fund Capital Improvements Plan

**7. New Business**

- A. Introduction of New Employee
- B. Request for Recusal – Councilman Skidmore
- C. Lease Agreement at Old Rock School with P&W Railroad Club
- D. Public Hearing for CDBG Water Project
- E. Authorizing Resolution to Submit an Application for CDBG Funding for Berrytown Water Project

**8. Manager's Report**

- A. Old Colony Players Presents: Psych, September 7 - 9, 2023, 6:30 p.m. dinner theatre and September 10, 2023, 2:30 p.m. no dinner, at the Old Rock School
- B. NC State Bocce Tournament, Saturday, September 9, 2023, 8:00 a.m. at the LPDA
- C. Valdese Plein Air Fest will run from September 9-16, 2023, with different events throughout the week. The Reception will be held on Saturday, September 16, 2023, 4:00–6:00 p.m. at the Old Rock School. For more information, visit [rockschoolartgalleries.com/plein-air-fest](https://rockschoolartgalleries.com/plein-air-fest).
- D. Kayak Launch & Fishing Pier Ribbon Cutting, Thursday, September 28, 2023, 1:00 p.m. at Valdese Lakeside Park

E. Next Regular Council meeting scheduled for Monday, October 9, 2023, 6:00 p.m.

**9. Mayor and Council Comments**

**10. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Watts  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** September 1, 2023

**Subject:** Tuesday, September 5, 2023 Council Meeting

### 6. Consent Agenda

#### **A. Approval of Regular Meeting Minutes of August 7, 2023**

#### **B. Lease Agreement at Old Rock School with David Harmon Studios, LLC**

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with David Harmon Studios, LLC. As per the lease agreement, payment in the amount of \$368 is due monthly. The monthly rate for the prior year was \$350 per month.

#### **C. Lease Agreement at Old Rock School with Tranquility Day Spa**

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with Tranquility Day Spa. As per the lease agreement, payment in the amount of \$368 is due monthly. The monthly rate for the prior year was \$350 per month.

#### **D. Ordinance Declaring Road Closure for Town of Valdese Special Event**

Enclosed in the agenda packet is a request to close part of US 70/Main Street in Valdese for the Draughn High School Homecoming Parade on Tuesday, October 3, 2023, from 5:30 p.m. – 7:00 p.m.

#### **E. Adoption of Updated FY 23-24 Water/Sewer Utility Fund Capital Improvements Plan**

Enclosed in the agenda packet is an amendment to the FY 23-24 Water and Sewer Utility Fund CIP table for Council's consideration. In July of 2023, the Town's Public Works Department was notified of an underperforming fire hydrant located in the Berrytown neighborhood, which is within the Town's Triple Community District. Upon further field investigations, public works employees were able to confirm that the existing fire hydrants were originally installed by the Triple Community Water District on a sub-standard water main sizes. Minimum size to carry fire flow by modern state standards is 6-inch and the water mains in Berrytown range from 2-inches in diameter up to 4-inches in diameter. All of these existing water mains were installed in 1965, according to the old records turned over to the Town when it acquired the Triple Community System. Therefore, the Town has begun developing an update to the utility fund Capital Improvements Plan and is working to prepare and submit an application for CDBG-I funding from the Division of Water Infrastructure. The resolution presented before Council on the consent

agenda only adopts the update to the CIP. WPCOG will lead additional steps to approve the pending CDBG application.

7. New Business

**A. Introduction of New Employee**

Fire Chief Truman Walton will introduce new Fire Captain Steve McVay.

**B. Request for Recusal – Councilman Skidmore**

Councilman Skidmore will request a recusal from *New Business Agenda Item C: Lease Agreement at Old Rock School with P&W Railroad Club*. Councilman Skidmore is the President of the P&W Railroad Club and cannot be present for the discussion and vote.

**Requested Action:** Staff recommends that Council vote to recuse Councilman Skidmore from New Business Agenda Item C: Lease Agreement at Old Rock School with P&W Railroad Club.

**C. Lease Agreement at Old Rock School with P&W Railroad Club**

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with P&W Railroad Club. As per the lease agreement, payment in the amount of \$230 is due monthly. The monthly rate for the prior year was \$230 per month.

**Requested Action:** Staff recommends the approval of the Lease Agreement at Old Rock School with P&W Railroad Club as presented.

**D. Public Hearing for CDBG Water Project**

The Town of Valdese is holding a Public Hearing to receive citizen input. At the public hearing, Sherry Long, WPCOG Assistant Executive Director, will discuss an application to the NC Department of Environmental Quality for Community Development Block Grant (CDBG) – Infrastructure funds. The WPCOG has partnered with the Town to craft an application requesting \$3 Million that would be used to replace aging and undersized waterlines, replace water service lines, and install fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. A memo from Sherry Long and Erin Schotte, WPCOG Community & Economic Development Administrator, is enclosed in the agenda packet.

**Requested Action:** Mayor Watts will open the public hearing to receive public input.

**E. Authorizing Resolution to Submit an Application for CDBG Funding for Berrytown Water Project**

Enclosed in the agenda packet is a Resolution to authorize Planning Director Larry Johnson and Public Works Director Allen Hudson 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 water project for Berrytown as explained in the Public Hearing.

**Requested Action:** Staff recommends that Council approve the Resolution, as presented.

# READING MATERIAL

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

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JULY, 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		96 HOURS	
VEHICLE DUTY		91 HOURS	
EQUIPMENT DUTY		52 HOURS	
EMERGENCY RESPONSES (ON DUTY)		72 HOURS	
TRAINING (ON DUTY)		16 HOURS	
FIRE ADMINISTRATION		82 HOURS	
TRAINING ADMINISTRATION		8 HOURS	
MEETINGS		18 HOURS	
FIRE PREVENTION ADMINISTRATION		79 HOURS	
FIRE PREVENTION INSPECTIONS		29 HOURS	
	<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
	ASSEMBLY	4	19
	BUSINESS	1	0
	DAYCARE	0	0
	EDUCATIONAL	0	0
	FACTORY	0	0
	HAZARDOUS	0	0
	INSTITUTIONAL	0	0
	MERCANTILE	1	8
	RESIDENTIAL	0	0
	STORAGE	0	0
	FOSTER HOME	0	0
	REINSPECTIONS	<u>15</u>	<u>16</u>
	<b>TOTAL:</b>	<b>21</b>	<b>43</b>
PUBLIC RELATIONS			14 HOURS
HYDRANT MAINTENANCE			6 HOURS
SAFETY ADMINISTRATION			43 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS			2 HOURS
EXTRA DUTY FIRES			18 HOURS
NON-DEPARTMENTAL DUTIES			0 HOURS
EXTRA DUTY TRAINING			20 HOURS
EXTRA DUTY FIRE/MED STANDBY			10 HOURS
PHYSICAL TRAINING			31 HOURS
EXTRA DUTY MEDICAL RESPONSES			58 HOURS
VOLUNTEER FIREFIGHTER TRAINING			70 HOURS
<b>TOTAL TRAINING MANHOURS:</b>			<b>106 HOURS</b>

**FIRE DEPARTMENT EMERGENCY RESPONSES:**

<b><u>FIRE:</u></b>	<b><u>MONTHLY TOTAL</u></b>
FIRE ALARM	5
CARBON MONOXIDE ALARM	0
MUTUAL AID TO STATION 63	2
MUTUAL AID TO STATION 67	0
ILLEGAL BURN	0
SMOKE SCARE	0
FIRE INVESTIGATION	0
FIRE/MEDICAL STANDBY	1
TREE DOWN	1
SERVICE CALL	2
STRUCTURE FIRE	0
WATER RESCUE	<u>1</u>
	<b>12</b>
<b><u>MEDICAL:</u></b>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	2
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	2
BACK PAIN	1
CANCELLED ENROUT	0
CARDIAC	1
CHEST PAIN	5
CHOKING	0
CODE BLUE	0
DIABETIC	2
DOA	0
FAINTING	0
FALL	8
GUNSHOT	0
HEADACHE	0
HEMORRHAGE	2
MOTOR VEHICLE ACCIDENT	3
MEDICAL STANDBY	0
OTHER	5
OVERDOSE/INTOXICATED	4
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	6
SEIZURE	1
SICK	8
STROKE	2
TRAUMATIC	2
UNCONSCIOUS	2
UNKNOWN	<u>0</u>
	<b>57</b>
<b><u>TOTAL RESPONSES:</u></b>	<b><u>69</u></b>

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TRUMAN WALTON, CHIEF  
VALDESE FIRE DEPARTMENT





**N.C. Department of Transportation  
Biannual Cleanup Drive  
Volunteer Locally!  
Sept. 16 – 30, 2023**



Forms, posters, and telephone listings are available on our website

[ncdot.gov/littersweep](https://ncdot.gov/littersweep)



Share your clean-up images at: **#LitterSweepNC**



**ADOPT-A-HIGHWAY**  
Learn how you can help keep North Carolina beautiful.  
[apps.ncdot.gov/LM](https://apps.ncdot.gov/LM)

**SWAT-A-LITTERBUG**

Littering is illegal and a fineable offense upon conviction. G.S. 14-399. Let us know when a person is littering by contacting Litter Management through the Online Swat-A-Litterbug process or by calling the NC State Highway Patrol at \*HP or NCDOT Litter Management at **1-800-331-5864**. Find out more at [ncdot.gov/litterbug](https://ncdot.gov/litterbug).



# SEPT. 16-30, 2023

## VOLUNTEER SAFETY RULES AND GUIDELINES

- ▶ Park in areas that: provide safe entrance and exit of the pickup area; do not create hazards with other vehicles and equipment operating near the work area; and provide maximum protection for volunteers getting in and out of the vehicle.
- ▶ All volunteers must wear a NCDOT approved orange safety vest. It is a good practice to wear long-sleeve shirts, gloves and high-top boots to protect against unforeseen hazards.
- ▶ Take extra precautions to prevent heat and cold stress when working in extreme temperatures. Pick up only during daylight hours and stop work during inclement weather.
- ▶ Face oncoming traffic while on foot. Stay off the road at least five feet from the pavement edge.
- ▶ Do not pick up in ditches, tunnels, on road surfaces, bridges, overpasses or medians. Avoid any construction areas.
- ▶ Work in small groups, allowing ample space for each volunteer to work safely.
- ▶ Place tools in a safe position so that sharp points are not exposed.
- ▶ Be aware of hidden obstructions that may have sharp edges and broken glass, especially in grassy areas.
- ▶ Do not attempt to squeeze bags to make room for more trash. Use caution when handling trash bags containing broken or sharp objects. Use proper lifting techniques when lifting bags.

## FORMS TO DOWNLOAD

Visit [ncdot.gov/littersweep](https://ncdot.gov/littersweep) to download forms:

- Fall 2023 Litter Sweep poster
- Certificate of Appreciation request form
- Safety rules and regulations for volunteers
- Adopt-A-Highway reporting instructions
- Litter Sweep cleanup procedures
- Adopt-A-Highway media form
- For questions or to request copies, call 1-800-331-5864

## MATERIALS & PICKUP

Visit your local NCDOT maintenance office for **gloves, safety vests and orange trash bags that are reversible to a blue color for glass, metal and plastic for recycling**. Dispose of recyclables yourself.

Please report pickups online at [apps.ncdot.gov/LM](https://apps.ncdot.gov/LM) (info needed: **Pickup key, route cleaned, # of volunteers, hours worked, # of recyclable bags and trash bags, and is NCDOT bag pick up needed**.) If you are not an Adopt-A-Highway volunteer, please use the Other Volunteer Pickup Key: NSLKC.

**REMEMBER:** It is illegal to dispose of aluminum cans and plastic bottles in landfills.

 Please recycle this mailer after use.

# FALL LITTER SWEEP

# Fall 2023 LITTER SWEEP

# SEPT. 16 - 30, 2023

10 of 63

## REQUEST FOR CERTIFICATE OF APPRECIATION (Please Print)

Issue in name of \_\_\_\_\_

Mail to \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ County \_\_\_\_\_

Phone (Cell) \_\_\_\_\_ Secondary \_\_\_\_\_

Email \_\_\_\_\_

DEADLINE TO REQUEST CERTIFICATE IS **OCTOBER 31, 2023**

Mail to: NCDOT Litter Management, 1540 Mail Service Center, Raleigh, NC 27699-1540  
Email to: [kasawyer2@ncdot.gov](mailto:kasawyer2@ncdot.gov)

# THANK YOU FOR SAFELY PARTICIPATING IN LITTER SWEEP

Address Service Requested

North Carolina Department of Transportation  
Litter Management  
1540 Mail Service Center  
Raleigh, NC 27699-1540

## Community Affairs & Tourism Monthly Stats

### August 2023

#### Tourism Statistics

<i>visitvaldese.com Visits (last 28 days)</i>	10,821
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<i>townofvaldese.com Visits (last 28 days)</i>	10,875
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*Top 5 Pages Viewed (townofvaldese): Utilities, Recreation, Aquatics, Water Dept, Program Schedules*

#### Facebook

<i># of followers</i>	17,001
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<i>Post Engagement (last 28 days)</i>	52,404
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<i>Post Reach (last 28 days)</i>	151,981
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#### Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive: 99.8%

Negative: .2%

TOP FIVE MARKETS: Morganton, Valdese, Hickory, Lenoir , Drexel

<i>Approximate # of Visitors to the Tourism/CA Office</i>	681
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#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	0
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TEACHER'S COTTAGE	9
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WALDENSIAN ROOM	8
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CLASSROOMS	0
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MAJOR EVENT (ENTIRE SCHOOL)	2
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<b>Major Events Held at the Old Rock School</b>	<b>Average Number of Attendees</b>
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American United Miss Pageant, Studio Newton Recital	200
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<i>Monthly Old Rock School Rentals</i>	19
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<b>Old Rock School Total Attendance</b>	<b>2,412</b>
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#### CA Summary for August 2023

August has come and gone with another successful Waldensian Festival in the books! Community Affairs partnered with every Town department to pull off a successful event with over 160 vendors, multiple acts of entertainment, and several attractions/features. Post festival work includes sending thank you notes to volunteers, saving vendor contact info, and regrouping for next year's event. Family Friday Night Summer Series continues with two more performances, including the season finale with New Local to take place on September 1st. Review of Christmas in November vendor applications have begun, along with promotions and planning for this year's layout. Bluegrass at the Rock season tickets and individual ticket sales continue to climb and rental facilities remain steadily booked. With Fall just around the corner, plans for this year's Treats in the Streets event are in the works. Merchants will soon receive participation forms/maps and promotion for the event will begin soon. The department is also working closely with the Rock School Arts Foundation to help with the Plein Air Fest coming up in September.

## 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><b>Promotions</b></i>				
<i><b>New Hires</b></i>				
Adam Marlowe	Police Officer II		Police Department	8/1/2023
Steve McVay	Fire Captain		Fire Department	8/14/2023
<i><b>Transfers</b></i>				

# VALDESE POLICE DEPARTMENT

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

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

Aug 31st, 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	79 Visual Checks / Walk around
Old Rock School	97 Visuals Checks / Walk around
Children's Park	56 Visual Checks / Walk around
Community Center	96 Visual Checks / Walk around
Lakeside Park	34 Community Contact
Main St Extra Patrol	Nightly Door Checks
Business/Residential Contact	38 Community Policing
Family Fun Night	4 Community Checks
Myra's Car show	4 Community Checks

Our officer have logged 479 residential/business security checks, 792 extra patrols and 38 community policing contacts in 30 days for a total of 1,309 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 14,786 events in CAD ranging from vehicle stops, security checks, to welfare checks and domestics.

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
AUGUST 7, 2023**

The Town of Valdese Town Council met on Monday, August 7, 2023, 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 Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Tim Skidmore, Councilman Tim Barus, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Assistant Town Manager/CFO Bo Weichel, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:** Mayor Pro Tem Frances Hildebran read the Rules & Procedures for Public Comment:

**Rule 5. Public Comment**

Any individual or group who wishes to address the council shall inform the town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Comments should be limited to five minutes per speaker. If the speakers' comments need to be addressed upon the direction of this Council, someone from the management team will be in touch with you later.

**PUBLIC SAFETY BUILDING – VICTORIA CARTER, 404 LOUISE AVE. NE, VALDESE:** Ms. Carter has concerns about the upcoming Town elections in regards to the Public Safety Building. Ms. Carter looked at the Public Safety Building and is hearing two different sides, which is conflicting information. Ms. Carter suggested that the Town Council host a debate/forum for the candidates to speak about their feelings for this Town.

**PRAISE OF COUNCIL – EMILY CHAPMAN, 204 BLEYNAT AVE., VALDESE:** Ms. Chapman said she wanted to come before the Town Council to hand some praise. Ms. Chapman thanked the Council for what they are doing for this Town and the time they put into it. Ms. Chapman believes that each person on the Council has the best interest of the Town at heart. Ms. Chapman shared her experience running for different offices where she was running against something. Ms. Chapman has been asked why she has not run for the Valdese Town Council, and she said she has no complaints and sees no reason to go against what we currently have. Ms. Chapman stated if it is not broken, then it should not be fixed. Ms. Chapman appreciates the Council for what they are doing.

**PAVING PLAN – GLENN HARVEY, 801 MICOL AVE. NE, VALDESE:** Mr. Harvey asked Mr. Mayor to share who was on the paving committee. Mayor Watts said it was himself, Frances, the Public Works Director, and the Finance Director. Mr. Harvey was excited to see the Town finally use Powell Bill funds to pave some roads. Mr. Harvey has four concerns. Mr. Harvey looked at the budget and saw that the Powell Bill funds last year and this year are slated for payment of debt service, which is troubling. Mr. Harvey shared that he had heard that the tax increase would be used for paving and saw that Micol Ave, his street, is the most expensive on the list. Mr. Harvey stated that he will have trouble sleeping at night, knowing that others on the west side of Town are stretched with their budgets and are getting taxed hundreds of dollars on top of their bills. Mr. Harvey is concerned about that, and he cannot speak for the people who live on his street, but Mr. Harvey does not want his street repaved. Mr. Harvey noted that the water bill newsletter says that reevaluation revenues will be used for paving streets annually. Still, we must come up with \$407,000 to pay for the Public Safety Building. Mr. Harvey does not feel like that is right.

**RESPONSE TO FALSE SOCIAL MEDIA POST - MAYOR WATTS COMMENTS:** Mayor Watts read, "I would like to take a few minutes to correct some false statements and misleading information that has been posted on social media. Those statements which would lead someone to believe that the Valdese Police Department only operates during the hours of 8am – 5pm. Unlike Barney in the Town of Mayberry, our Officers do not sit on the Town square with their one bullet in their shirt pocket, talking with local barber

about the weather. Out Officers patrol the Town and respond to calls for service 24 hours a day, 7 days a week. Our Animal Control Officer works 40 hours a week and is on call when he is off duty, requiring him to return to work if needed. The Animal Control Officer also serves as the Town's Code Enforcement Officer and is a sworn Police Officer with the powers to arrest. Last year the PD handles 18,100 CAD Logs, meaning that some type of action was taken by one or more of our Officers. Whether it was checking the Main Street business doors at night, issuing a speeding citation, assisting the Fire Department on an emergency incident or an animal complaint. For the first 7 months of 2023, the PD has already had 14,932 CAD Logs; which indicate an increase for calls of service by years end. In closing, my recommendation to our citizens is that if you have a question or concern, regarding Town services or operations and you want an honest and fact based answer; call the Mayor or your Council representative. Thank you."

**CONSENT AGENDA:** (enacted by one motion)

**APPROVED REGULAR MEETING MINUTES OF JULY 7, 2023**

**APPROVED RESOLUTION AMENDING 2023 TOWN COUNCIL MEETINGS CALENDAR** The October Council meeting was amended.

**TOWN OF VALDESE**

**RESOLUTION ADOPTING 2023 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, pursuant to Section 2-1011 of the Town of Valdese Code of Ordinances, there shall be a regular meeting of the council at the town hall, on the first Monday in each month, at 6:00 p.m., unless another place, date or time shall be designated.

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council adopts the following Meeting Schedule for 2023:

<b>January 9, 2023</b>	
<b>February 6, 2023</b>	
<b>March 6, 2023</b>	
<b>March 23, 2023</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 1: 9:00 a.m.
<b>March 24, 2023</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 2: 9:00 a.m.
<b>April 3, 2023</b>	
<b>April 6, 2023</b>	Council Budget Workshop 1 Dinner Town Hall – Community Room, 6:00 p.m.
<b>April 18, 2023</b>	Council Budget Workshop 2 (If needed) Town Hall – Community Room, 6:00 p.m.
<b>May 1, 2023</b>	
<b>June 5, 2023</b>	Budget Public Hearing
<b>July 10, 2023</b>	
<b>August 7, 2023</b>	
<b>September 5, 2023</b>	Tuesday, due to Labor Day Holiday
<b>October 9, 2023</b>	
<b>November 6, 2023</b>	
<b>November 14, 2023</b>	Tuesday, Annual Dinner Meeting with Valdese Merchants Association
<b>December 4, 2023</b>	



This 7<sup>th</sup> day of August, 2023.

/s/ Charles Watts, Mayor

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**RESOLUTION ADOPTING COUNCIL CODE OF CONDUCT:** Mayor Watts suggested to move this item to the November Council meeting so that the Mayor and Council could review it more.

Councilman Barus made a motion to remove the Resolution Adopting Code of Conduct, seconded by Councilwoman Lowman. The vote was unanimous.

**ADOPTED BURKE TRAIL FEASIBILITY STUDY:** Parks & Recreation Director David Andersen shared the Burke Trail Feasibility Study was created by the WPCOG, and they are requesting that each municipality involved with the river trail adopt this study. Mr. Andersen explained that this would allow the WPCOG to seek funds through NCDOT to provide for a greater trail access. Mr. Andersen shared that adopting this plan does not commit the Town to any financial obligation; it simply means we endorse it. Councilwoman Hildebran asked if there was a timeline. Mr. Andersen shared that the proposed timeline is about three to five years and will be completed as funds are available.

Councilman Barus made a motion to adopt the Burke Trail Feasibility Study, seconded by Councilwoman Lowman. The vote was unanimous.

**APPROVED PUBLIC HEARING FOR RE-ZONING OF BURKE COUNTY/BURKE COUNTY BOARD OF EDUCATION:** Mayor Watts declared the public hearing open at 6:22 p.m.

Planning Director Larry Johnson briefly reviewed highlights of the following report:

Rezoning Application 1-3-23  
Town of Valdese

**Property Location:** 0 Lake Rhodhiss Drive NE, 709 Lake Rhodhiss Drive NE, and Lovelady Road NE

**Record Numbers:** 59763, 58624, and 60948

**PIN Numbers:** 2744557428, 2744544380, and 2744621058

**ACREAGE:** 97.09 acres

**Requested Action:** Rezone properties from M-1 Manufacturing District to R-12A Residential District

**BACKGROUND:** In 2006, The Valdese Town Council approved a text amendment allowing Secondary Schools in the M-1 Manufacturing District after learning of the acquisition of property by Burke County for the location of a high school. The parcels now comprise vacant land and a secondary school (Draughn High School). The Valdese Planning Board currently recommends a more appropriate zoning designation for the Burke County/Burke County Public School BOE property. A rezoning to R-12A Residential from M-1 Manufacturing will continue to permit secondary school uses.

**REVIEW CRITERIA:**

1. Existing land uses in the general vicinity of the subject's property;

- **North:** The property is zoned M-1 Manufacturing District and is the location of the Town of Valdese Waste Water Treatment Facility.

- **South:** The property is zone M-1 Manufacturing and contains a manufacturing facility.
- **East:** The properties to the East are zoned R-8 Residential District and Burke County R-2 Residential. These properties are mostly vacant, with two single-family residences.
- **West:** The property to the West is zoned R-12A Residential District and is currently being developed for outdoor recreation.

To the extent to which zoning will detrimentally affect properties in the general vicinity of the properties, the requested R-12A Residential District permit uses are similar to other uses in the area, except for manufacturing.

2. **Traffic;**  
Valdese Park Road NE is the primary entrance for two of the parcels. It is considered a local or minor street. The street provides ingress and egress for school attendees and the manufacturing facility.

No Traffic Study was conducted because school is out for the Summer, which would not reveal meaningful results.

3. **Public Services;**  
The proposed amendment will not cause public services to fall below acceptable levels. Public services are in place to service the parcels. These public services include water and sewer, police, and fire protection.
4. **Consistency;**  
The proposed zoning of R-12A Residential is *inconsistent* with the Valdese Vision: A Land Use Plan for the Future. The proposed zoning designation of R-12A Residential is also inconsistent with the future " **Social** " land use designation in the Valdese Vision Land Use Plan and map.

#### **RECOMMENDED ACTION:**

The Valdese Planning Board finds Rezoning Petition 1-3-23 to be considered **inconsistent** with the Valdese Vision: A Land Use Action Plan for the Future; however, the Planning Board recommends the following:

1. The Valdese Town Council adopts a statement affirming the consistency or inconsistency with the Valdese Vision;
2. Adoption of a Reasonableness Statement analyzing the reasonableness of the proposed rezoning amendment; and
3. Approve the recommended zoning designation to R-12A Residential.

#### **CITIZEN INPUT**

**A Notice of Public Hearing appeared in the News-Herald on July 27, 2023, and August 1, 2023. All adjoining property owners received notices of the hearing. A Notice of Public Hearing was also posted at the properties. No comments were received before the submission of this memorandum.**

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE  
ZONING MAP OF THE TOWN OF VALDESE**

Valdese Town Council will meet in the Council Chambers of the Valdese Town Hall, at 102 Massel Avenue SW, on August 7, 2023, at 6:00 p.m., upon rezoning three parcels from the M-1 Manufacturing District to the R-12A Residential District.

**Map Amendment #01-03-23**

The Valdese Town Council will consider an application by the Town of Valdese to rezone three parcels located on Lake Rhodhiss Drive NE, 709 Lake Rhodhiss Drive NE, and Lovelady Road NE, further identified the Record Numbers 59763, 58624, and 60882. The Valdese Planning Board is recommending a change in the zoning designation from an M-1 Manufacturing District to the R-12A Residential District.

At the hearing, all interested persons may be heard and voice any objections to the proposed amendment to the zoning map of the Town of Valdese. Notice is further given that complete copies of the proposed map amendment and this notice are now and will remain on file in the Office of the Planning Department at Valdese Town Hall for the inspection of all interested citizens until the public hearings. Contact the Planning Department at (828) 879-2124 for information regarding the above-listed items.

Interested parties are invited to attend this hearing and present comments. Request for accommodations by persons with disabilities should contact Jessica Lail, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.

**PUBLISH: JULY 27, 2023, AND AUGUST 1, 2023**

**VALDESE TOWN COUNCIL ZONING MAP AMENDMENT  
CONSISTENCY AND REASONABLENESS STATEMENT**

On August 7, 2023, the Valdese Town Council met to consider Rezoning Petition 1-3-23 and received a recommendation from the Valdese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdese Town Council makes the following findings and conclusions:

1. In 2014 the Town of Valdese adopted a comprehensive land use plan entitled "The Valdese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan").
2. The Town of Valdese submitted a Rezoning Petition recommended by the Town of Valdese Planning Board requesting to rezone the following three properties from M-1 Manufacturing to R-12A Residential District: (i) 0 Lake Rhodhiss Drive NE, Connelly Springs, North Carolina, PIN: 2744557428; (ii) 709 Lovelady Rd NE, Connelly Springs, North Carolina, PIN: 2744544380; and (iii) 0 Lovelady Rd, Connelly Springs, North Carolina, PIN: 2744621058 (the "Properties").
3. The Properties are comprised of vacant land and a secondary school, Draughn High School. A rezoning of the Properties to R-12A Residential will continue to permit secondary school uses.
4. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment the governing board was aware of and considered the planning board's recommendations and any relevant portions of an adopted comprehensive or land-use plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment has the effect of also amending any future

land-use map in the approved plan, and no additional request or application for a plan amendment is required. A plan amendment and a zoning amendment may be considered concurrently.

5. The Town of Valdese's request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the Town of Valdese's request to amend the Town's Zoning Map around the Properties from their currently designated zoning to Zone R-12A Residential District to be *inconsistent* with the Plan.
6. The Planning Board voted five to zero to recommend that Town Council amend the Town's Zoning Map regarding the Properties from M-1 Manufacturing to R-12A Residential.
7. The Valdese Town Council hereby finds Rezoning Petition 1-3-23 in regards to rezoning the Properties from their currently designated zoning to Zone R-12A Residential to be *inconsistent* with the Plan.

8. North Carolina General Statute 160D-605(b) provides, in pertinent part, as follows:

When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

9. The Town Council finds that the zoning amendment is reasonable and in the public interest based on the following:
  - a. The total acreage of the Properties is of sufficient size so as not to be construed as "spot" zoning.
  - b. The surrounding zoning designations are M-1 Manufacturing to the North (location of the Town of Valdese Waste Water Treatment Facility), M-1 Manufacturing to the South (contains a manufacturing facility), R-8 Residential and Burke County R-2 Residential to the East (mostly vacant, but with two single-family residences), and M-1 Manufacturing to the west (outdoor recreation).
  - c. Rezoning the Properties to R-12A Residential District will permit uses similar to those in the area, with the exception of manufacturing.
  - d. The R-12A Residential District is intended to be a moderately quiet, medium-high-density residential living area with many types of residential development, home occupations, and limited private and public community uses.
  - e. R-12A Residential District development will not harm the surrounding land uses in that the permitted uses of the district consist of moderately quiet, medium-high density, residential living, and private and public community use. A rezoning of the Properties to R-12A Residential will continue to permit secondary school uses.
  - f. The proposed amendment will not cause public services to fall below acceptable levels. Public services are in place to service the parcel. These public services include water and sewer, police, and fire protection.
  - g. Town Council finds that conditions have changed since adopting the Plan, warranting this zoning amendment.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 1-3-23 in regards to rezoning the Properties from their currently designated zoning to Zone R-12A Residential District to be **inconsistent** with the Plan and approves Rezoning Petition 1-3-23 and the recommendation from the Valdese Planning Board to amend the Town's Zoning Map regarding the Properties from M-1 Manufacturing to R-12A Residential District.

Based on those above and the findings from the public hearing, the Valdese Town Council further finds Rezoning Petition 1-3-23 reasonable and approves Rezoning Petition 1-3-23.

The Town Council therefore approves Rezoning Petition 1-3-23.

/s/ Charles Watts, Mayor

ATTEST:  
/s/ Town Clerk

Councilman Mears asked if there were any issues with the land owner, and Mr. Johnson said no. Councilwoman Lowman asked if the Planning Board had any problems with this, and Mr. Johnson said no.

Mayor Watts asked if anyone wished to speak either for or against the re-zoning. There being no one wishing to speak, Mayor Watts closed the public hearing at 6:35 p.m. by a motion from Councilwoman Lowman, seconded by Councilman Barus.

Councilman Mears made a motion to approve the re-zoning petition #1-3-23 and adopt the proposed consistency and reasonableness statement contained in the agenda materials, this approval deems this amendment to the Valdese Vision: A Land Use Action Plan for the Future Land Use Map, seconded by Councilman Skidmore. The vote was unanimous.

**APPROVED AWARD OF BID FOR STREET PAVING:** Assistant Town Manager/CFO Bo Weichel shared that the Town received four bids for the street paving project, and the lowest responsible bidder is JT Russell and Sons, Inc., in the amount of \$444,225. Mr. Weichel explained that we would add a contingency and the engineering contract amount, making the total amount for the project \$500,000.

Councilwoman Hildebran stated that as a member of the Street resurfacing committee that she has proudly served, the citizens of the Valdese group have been requesting for the past five years for the Council to put money in the budget for street resurfacing. Councilwoman Hildebran shared that we have answered and honored their request. Councilwoman Hildebran shared that if the citizen who lives on Micol Street thinks we are paying too much for that street, she apologizes because the price for repaving is very expensive. Councilwoman Hildebran feels that other citizens on that street will love having their street resurfaced. Councilwoman Hildebran is proud that we can honor the request to have streets repaved. Mayor Watts seconds that.

Councilman Barus shared that the two biggest items he has received calls about were Christmas lights and street repaving, and he is glad that we can pave every year.

Councilman Mears asked if Micol Street was more expensive to pave because it is longer. Mr. Weichel explained that Micol is more because two culverts under the road will need to be replaced due to stormwater issues. Town Manager Seth Eckard shared that the length of all the streets being paved is 7,000 ft.

Item No.	Description	Bid Price
1	Laurel Street SE	\$ 55,500
2	Micol Avenue NE	98,550
3	Walsh Drive SE	26,300
4	Columbo Street NW	55,500
5	Skie Circle SE	52,550
6	Hauss Ridge Road SE - Section 1	29,225
7	Hauss Ridge Road SE - Section 2	56,000
8	Rostan Street SE - Section 1	14,600
9	Rostan Street SE - Section 2	25,000
10	Flora Lane NE	31,000

<b>J.T. Russell (streets listed above)</b>	<b>444,225</b>
<b>McGill Associates (engineering)</b>	<b>45,100</b>
<b>Contingency</b>	<b>10,675</b>
<b>Total</b>	<b>\$ 500,000</b>

## CERTIFIED BID TABULATION

### 2023 Roadway Paving Project

TOWN OF VALDESE, NORTH CAROLINA

Wednesday, August 2, 2023; 2:00 pm

Valdese Town Hall, 102 Massel Avenue SW, Valdese, North Carolina 28690

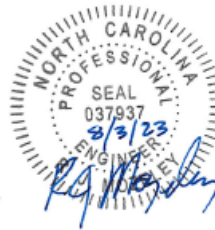
No.	Street Section	Evans Construction	JT Russell and Sons	M&K Enterprises	Midstate Contractors
1	Laurel St SE	\$86,632.00	\$55,500.00	\$78,984.76	\$74,187.30
2	Micol Avenue NE	\$90,373.73	\$98,550.00	\$150,452.47	\$63,822.90
3	Walsh Drive SE	\$34,299.00	\$26,300.00	\$28,242.02	\$30,496.50
4	Columbo Street NW	\$43,835.00	\$55,500.00	\$47,460.47	\$41,784.45
5	Skie Circle SE	\$77,987.00	\$52,550.00	\$87,194.52	\$71,304.70
6	Hauss Ridge Rd SE - 1	\$42,101.00	\$29,225.00	\$36,840.61	\$29,124.30
7	Hauss Ridge Rd SE - 2	\$64,056.00	\$56,000.00	\$72,094.76	\$53,985.70
8	Rostan St SE - 1	\$24,460.00	\$14,600.00	\$28,462.06	\$21,060.70
9	Rostan St SE - 2	\$34,038.00	\$25,000.00	\$34,187.09	\$37,143.30
10	Flora Lane NE	\$35,415.00	\$31,000.00	\$37,771.54	\$28,804.30
<b>TOTAL</b>		<b>\$533,196.73</b>	<b>\$444,225.00</b>	<b>\$601,690.30</b>	<b>\$451,714.15</b>

This is to certify that bids tabulated herein were accompanied by a 5% bid bond or certified check and were received and read aloud at 2:00pm local time on the 2nd day of August, 2023, in the Valdese Town Hall, located at 102 Massel Avenue SW, Valdese, North Carolina 28690

RJ MOZELEY, PE



1240 19th Street Lane NW  
Hickory, North Carolina 28601  
License No. C-0459





August 3, 2023

Mr. Seth Eckard, Town Manager  
Town of Valdese  
102 Massel Avenue SW  
Valdese, NC 28690

RE: Award Recommendation  
2023 Roadway Paving Project  
Town of Valdese, North Carolina

Dear Mr. Eckard:

Informal bids were received and reviewed for the Town's 2023 Roadway Paving Project on August 2, 2023. A total of eight (8) bidding document packages were delivered to interested parties, and the Town received four (4) bids.

J.T. Russell & Sons, Inc., of Conover, North Carolina, was the lowest responsive, responsible bidder, with a total base bid amount of \$444,225.00, inclusive of all ten (10) street segments included in the bid package.

We recommend awarding this project to J.T. Russell & Sons, Inc., with a total contract amount of **\$444,225.00** based on the following information:

- J.T. Russell & Sons, Inc., is appropriately licensed with the North Carolina Licensing Board for General Contractors
- J.T. Russell & Sons, Inc., has successfully completed similar municipal projects in the past

We also recommend establishing a project contingency fund in the amount of \$10,675.00 for any necessary construction materials testing or unforeseen project conditions encountered during construction.

Enclosed for your use is the Certified Bid Tabulation. Please do not hesitate to contact us if you have any questions.

Sincerely,  
**McGILL ASSOCIATES, P.A.**

A handwritten signature in blue ink that reads "R.J. Mozeley".

R.J. MOZELEY, PE  
Senior Project Manager

RJM:jcw

Enclosures: Certified Bid Tabulation

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Councilman Mears made a motion to award the bid for Street Improvements to JT Russell and Sons, Inc., seconded by Councilman Barus. The vote was unanimous.

**UPDATE ON LAKESIDE PARK KAYAK & FISHING PIER:** Mayor Watts asked Parks & Recreation Director David Andersen to give an update on the new Kayak & Fishing Pier at Valdese Lakeside Park. Mr. Andersen shared that the pier is completed, and they are working on the stairway and ADA ramp down to the pier and a slide to put the kayaks on. Mr. Andersen said the completion should be by the end of this month.

**APPROVED AGREEMENT WITH WPCOG FOR GRANT ADMINISTRATIVE ASSISTANCE – ORS RENOVATIONS:** Community Affairs Director Morrissa Angi shared that this agreement with WPCOG is to oversee the administration of the Rural Transformation Grant and the Appalachian Regional Commission Grant for the renovations at the Old Rock School.

**AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND THE TOWN OF VALDESE  
FOR THE PROVISION OF ADMINISTRATIVE ASSISTANCE  
NORTH CAROLINA DEPARTMENT OF COMMERCE RURAL TRANSFORMATION GRANT  
OLD ROCK SCHOOL ENTREPRENEUR CENTER  
AUGUST 7, 2023 – DECEMBER 31, 2026**

This AGREEMENT, entered into on this the 7th day of AUGUST 2023 by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

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

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

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

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

1. Personnel. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. Travel/Printing. The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio. The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.
3. Compensation. The Local Government will pay the Planning Agency an amount of \$25,000 (twenty-five thousand dollars) for the satisfactory performance of all services related to administration of the project as defined in the attached Scope of Services. It is expressly understood and agreed that total compensation shall not exceed the sum specified without prior approval of both agencies.
4. Termination/Modifications. The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. Time of Performance. The Planning Agency shall ensure that all services required herein should be completed and all required reports, maps, and documents submitted during the period beginning August 7, 2023, and ending December 31, 2026.
6. Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials. No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect,



in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. Nondiscrimination Clause. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded.

8. Age Discrimination Act of 1975, as amended. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. Section 504, Rehabilitation Act of 1973, as amended. No qualified disabled person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. Access to Records and Record Retainage. All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout.

11. Liquidated Damages Clause. If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.

12. Termination of Agreement for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

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

LOCAL GOVERNMENT:                      PLANNING AGENCY:  
TOWN OF VALDESE    WESTERN PIEDMONT COUNCIL OF GOV'TS.

By:

By:

Manager                      Executive Director

LOCAL GOVERNMENT:                      PLANNING AGENCY:

By:

By:

Mayor Chair

Pre-audit statement:

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

By: Local Government Finance Officer

## ATTACHMENT A SCOPE OF SERVICES

TOWN OF VALDESE  
NORTH CAROLINA DEPARTMENT OF COMMERCE RURAL TRANSFORMATION GRANT  
WORK PROGRAM/BUDGET  
AUGUST 7, 2023 – DECEMBER 31, 2026

### Introduction

The Western Piedmont Council of Governments (WPCOG) has worked with the Town of Valdese on the NC Department of Commerce Rural Economic Development Division Rural Transformation Grant for the revitalization of the Old Rock School into a business incubation center. The town intends to upfit the Old Rock School at 400 Main Street, Valdese, NC.

The Scope of Services proposal is intended to describe the various administrative activities the WPCOG will provide as related to the NC Department of Commerce Rural Economic Development Division Rural Transformation Grant funds.

### WPCOG Services

Ben Willis will serve as Project Administrator and will provide the following specific activities:

- Assistance with development of the Town of Valdese's Award Package.
- Development and management of the overall project filing system.
- Preparation of all pay request recommendations for the Town.
- Assistance with procurement compliance.
- Requisition of the grant funds.
- Monitor project progress by the Town.
- Preparation of all reports required by the Department of Commerce.
- Update Manager on status of project.

The Town will be responsible for the following:

- Adequate office space including utilities.
  - Direct payment of legal and audit services and general administrative costs.
  - All administrative costs not specifically identified as WPCOG responsibilities. Administrative Fee
- The WPCOG proposes to provide the above-described services for a fee not to exceed contract of \$25,000.

## Amendments and Termination

The Town of Valdese can terminate this contract by giving a one-month written notice. Should there be the need to amend this proposal during the term of the project, either party may do so with the approval of the other.

## ASSURANCES OF COMPLIANCE ATTACHMENT B Executive Order 11246

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

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of

the Secretary of Labor, or as otherwise provided by law.

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

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT C

### Section 3 Clause

#### "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## ATTACHMENT D

### Lobbying Clause

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

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

Councilwoman Lowman made a motion to adopt the Agreement with WPCOG for the Old Rock School renovations, seconded by Councilman Skidmore. The vote was unanimous.

**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – ORS GRANT ADMINISTRATION:**  
 Assistant Town Manager/CFO Bo Weichel presented the following Capital Project Ordinance Amendment for the Old Rock School Renovations:

Valdese Town Council Meeting

Monday, August 7, 2023

Capital Project Ordinance Amendment # 1-38

Subject: WPCOG grant administration

Description: For administration and oversight of the Rural Transformation grant and the ARC grant at the Old Rock School renovations project which was approved at the December 2022 meeting. Total project budget is \$850,000 all funded by grants. This WPCOG contract be paid using town funds.

**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
38.3970.001	Transfer from General Fund Balance		25,000
	Total	\$0	\$25,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
38.6250.450	Grant Administration	25,000	
	Total	\$25,000	\$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.

Councilwoman Hildebran made a motion to adopt the Capital Project Ordinance Amendment with the WPCOG in the amount of \$25,000, seconded by Councilwoman Lowman. The vote was unanimous.

**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – STREET IMPROVEMENTS:** Assistant Town Manager/CFO Bo Weichel presented the following Capital Project Ordinance Amendment for Street Improvements:

Valdese Town Council Meeting

Monday, August 7, 2023

Capital Project Ordinance Amendment # 1-76

Subject: Street Improvements

Description: To transfer general fund budget for street paving into the capital project for street improvements. This is in addition to the original \$350,000 transferred in June.

**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
38.3970.001	Transfer from General Fund		150,000
Total		\$0	\$150,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
76.5600.040	Engineering Services	45,100	
76.5600.450	2024 Street Improvements	94,225	
76.5600.900	Contingency	10,675	
Total		\$150,000	\$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.

Councilman Mears made a motion to approve the Capital Project Ordinance Amendment for Street Improvements in the amount of \$150,000, seconded by Councilman Skidmore. The vote was unanimous.

**MANAGER’S REPORT:** Town Manager Seth Eckard made the following announcements:

Old Colony Players Presents: From This Day Forward, August 4-August 12, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre.

48th Annual Waldensian Festival and Footrace – August 11 & 12, 2023, we will have fireworks for the first time on Friday night.

Family Friday Nights Summer Concert Series Finale is scheduled for Friday, September 1, 2023, at 7:00 p.m.

Town Offices Closed on Monday, September 4, 2023, in Observance of Labor Day

**MAYOR AND COUNCIL COMMENTS:** Councilwoman Lowman shared that she went to see *From This Day Forward* and gave the Old Colony Players a shout-out. Councilwoman Lowman appreciates that we can share the history of this Town.

Councilman Barus gave a shout-out to our Police Chief Jack Moss and Sgt. Beck who took care of two people sleeping on a bench at Temple Field. Councilman Barus called Chief Moss, who came out at 7:30 a.m. with Sgt. Beck and worked diligently to get the people where they needed to go. Councilman Barus thanked Chief Moss for not just being an 8:00-5:00 employee but for being a 24/7 employee.

Councilman Mears shared a similar experience with stray cats. Councilman Mears called Chief Moss, and within less than an hour Officer Hicks went out to retrieve the cats, and within two hours the cats were at Cats Cradle Shelter.

Mayor Watts welcomed the new restaurant in Town, Highlands Butchery. Councilman Barus shared that within the last two to three months, four businesses have come to Valdese.

**ADJOURNMENT:** At 6:55 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Lowman.

The next regular Council meeting is scheduled for Tuesday, September 5, 2023, at 6:00 p.m., due to the Labor Day Holiday.

\_\_\_\_\_  
Town Clerk  
jl

\_\_\_\_\_  
Mayor



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



THIS AGREEMENT, made and entered into this **First** day of **November 2023**, 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 & Storage Room** 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 2023** and extending to the **31<sup>st</sup>** day of **October 2024**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$368.00**. 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 <sup>33 of 63</sup> **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 and 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.

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**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

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(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 attorney's 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** <sup>36 of 63</sup> **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**

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- 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

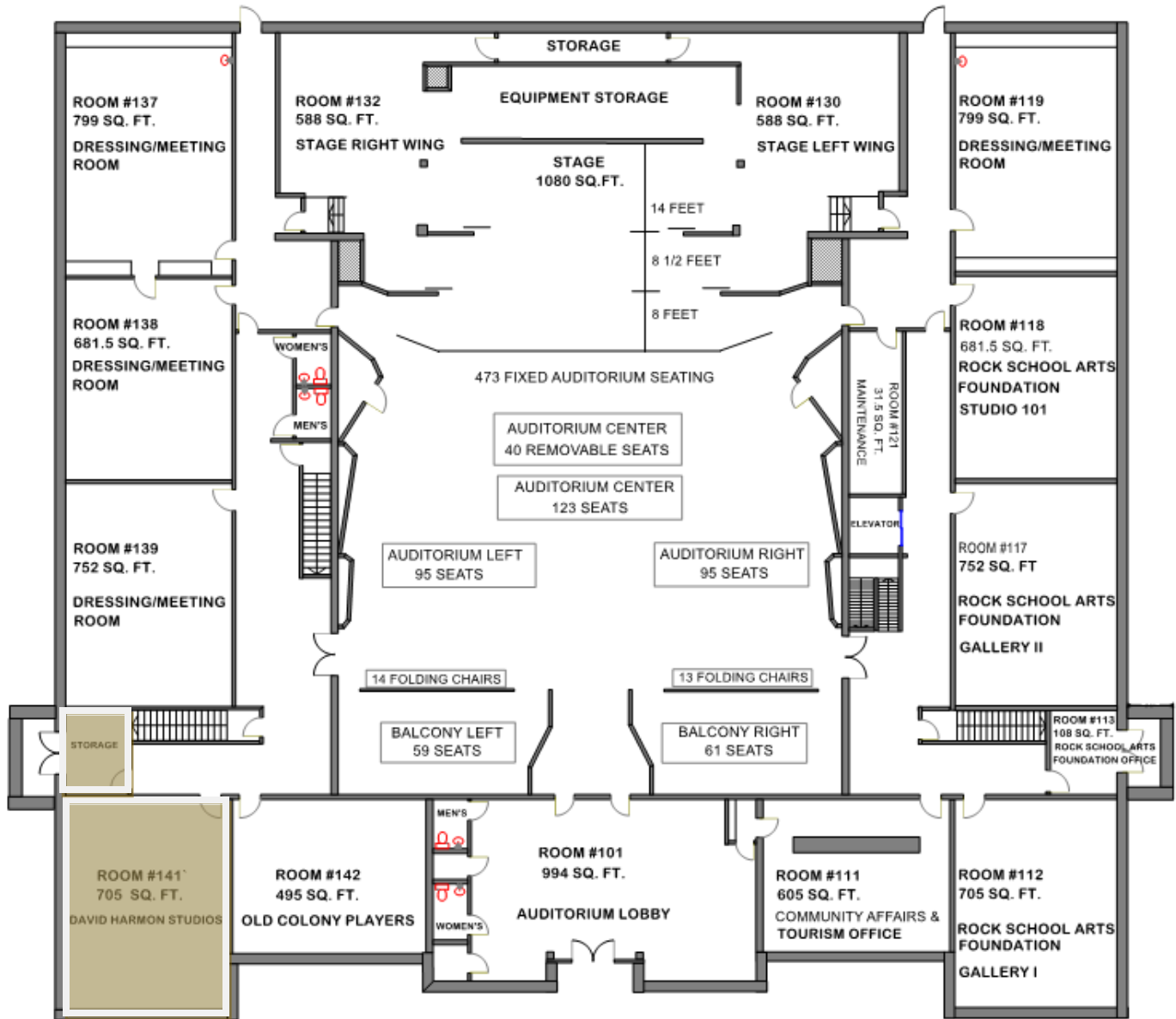
X \_\_\_\_\_

X \_\_\_\_\_

Witness (Attest)

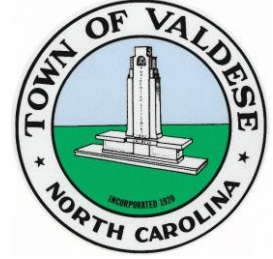
Witness

Exhibit A:





State of North Carolina – County of Burke



## Town of Valdese Lease Agreement

THIS AGREEMENT, made and entered into this First day of November, 2023, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and Tranquility Day Spa 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) 35 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 2023 and extending to the 31st day of October, 2024; provided, however, because the Lessee may be required to move to a new facility during the one-year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one-year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$368.00. 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.

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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 an Office Space 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 and 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

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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 <sup>43 of 69</sup> **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

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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 \_\_\_\_\_

X \_\_\_\_\_

Lessor<sup>45 of 63</sup>

*Seth Eckard, Town of Valdese (Town Manager)*

X\_\_\_\_\_

Witness (Attest)

Lessee

*Tammy Benfield, Owner, Tranquility Day Spa*

X\_\_\_\_\_

Witness



**TOWN OF VALDESE**  
NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (828) 879-2139 | TOWNOFVALDESE.COM

**AN ORDINANCE DECLARING ROAD CLOSURE  
FOR TOWN OF VALDESE SPECIAL EVENTS**

WHEREAS, for many years the Town of Valdese has sponsored the Draughn High School Homecoming Parade; and

WHEREAS, the Town of Valdese desires to schedule the Draughn High School Parade on Tuesday, October 3, 2023; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for the parade; and

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

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

**DRAUGHN HIGH SCHOOL HOMECOMING PARADE**

Date: October 3, 2023

Time: 5:30pm to 7:00pm

Route: Main Street (US 70) from Hoyle Street to Eldred Street

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

This ordinance shall take effect upon adoption.

THIS, the 5<sup>th</sup> day of September 2023.

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CHARLES WATTS, MAYOR

---

Town Clerk

## Parade Detour Signage and Road Closure Notice

Main St. (US 70) will be closed from Hoyle St to Eldred St. The Detour route will use Hoyle St, Pineburr Av, and Eldred St. Detour signage will be placed as follows.

### Eastbound Detour

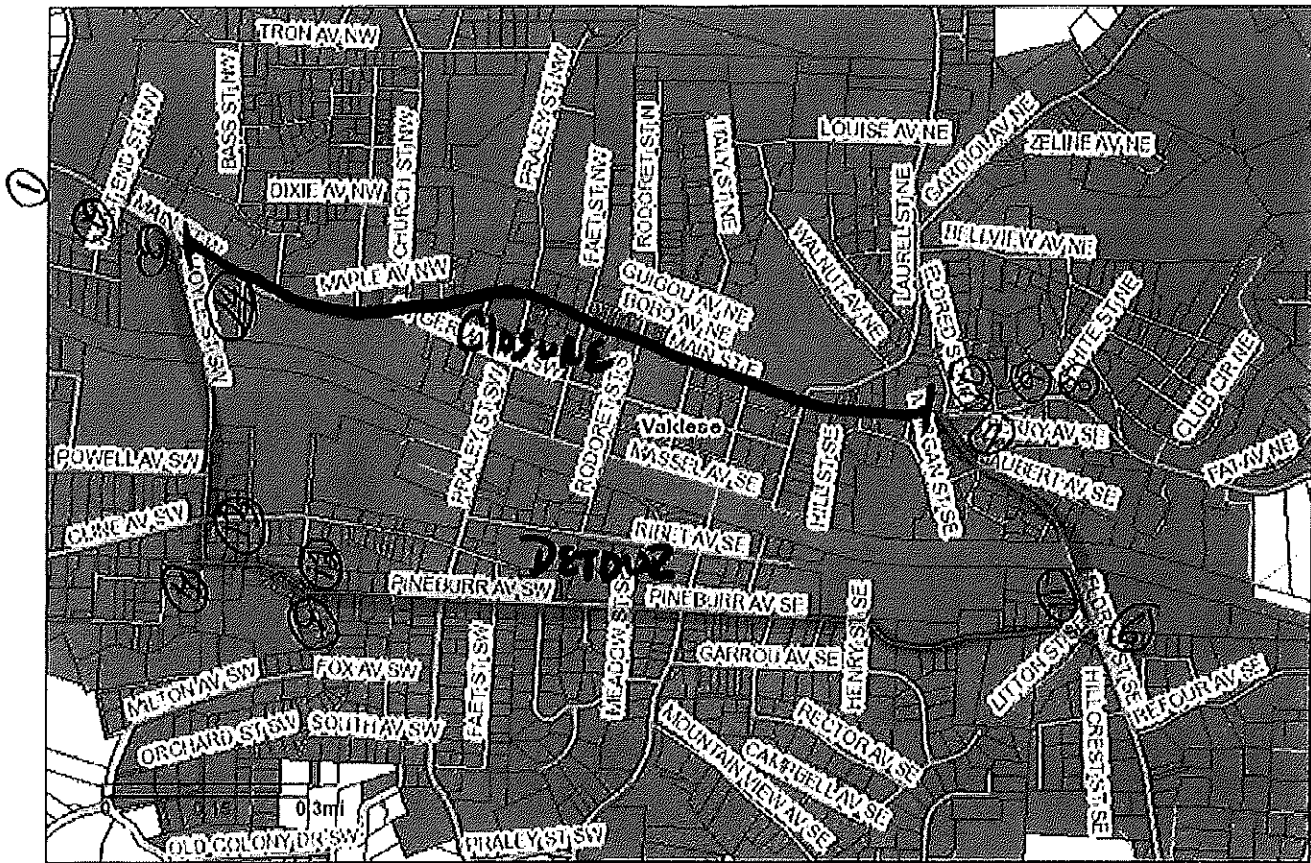
1. Main St and Sterling St (eastbound) – Road Closed Ahead
2. Main St and West End St (eastbound) – Detour Ahead
3. Main St and Hoyle St (eastbound) – Detour Right
4. Hoyle St and Pineburr Ave – Detour Left
5. Pineburr Ave and Orchard St – Detour Left
6. Eldred St and Pineburr – Detour Left
7. Main St and Eldred – Detour Right

### Westbound Detour

8. Main St 1000 feet prior to Eldred St (Westbound)-Road Closed Ahead
9. Main St. 500 feet prior to Eldred St (Westbound)-Detour Ahead
10. Main St and Eldred St (Westbound) – Detour Right
11. Eldred St and Pineburr – Detour Right
12. Pineburr Ave and Orchard St – Detour Right
13. Hoyle St and Pineburr Ave-Detour Right
14. Main St and Hoyle St – Detour Left

\*\*\*\*\* During closure period intersections will be manned with either REACT personnel or Valdese Police Officer\*\*\*\*\*

**Note: Sign locations are indicated by number on the map.**



### Burke County, NC

**Disclaimer:** The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

<http://www.webgis.net> Anderson & Associates, Inc. <http://www.endassoc.com>

init: start  
init: done



**RESOLUTION BY THE VALDESE TOWN COUNCIL**

WHEREAS, The Town of Valdese has committed to developing and maintaining an up-to-date 10-year Water and Sewer Capital Improvements Plan (CIP) and associated financial analysis of user rates and charges, and

WHEREAS, McGill Associates prepared the Town’s regular annual update for the CIP and presented the updated CIP to the Town Council of the Town of Valdese on the 23<sup>rd</sup> day of March 2023 during the Town’s annual budget retreat, and

WHEREAS, The Town has further amended the CIP projects list and priorities through the months of April-August 2023.

**NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF VALDESE:**

That Town of Valdese, does hereby adopt and enact the aforementioned updated CIP effective the 5<sup>th</sup> day of September, 2023.

Adopted this the 5<sup>th</sup> day of September, 2023, at The Town of Valdese, North Carolina.

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Charles Watts

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Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution adopting the updated 10-year Water and Sewer CIP, as regularly adopted at a legally convened meeting of the Valdese Town Council duly held on the 5<sup>th</sup> day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jessica Lail

\_\_\_\_\_  
Town Clerk

# Town of Valdese Water and Sewer Utility Fund

## 10-YEAR Capital Improvements Plan

### UPDATED FISCAL YEAR 2024

#### Water Distribution / Wastewater Collection

Project Number	Project Description	10-Yr CIP Cost Cost	Test Year 2023	FY 1 2024	FY 2 2025	FY 3 2026	FY 4 2027	FY 5 2028	FY 6 2029	FY 7 2030	FY 8 2031	FY 9 2032	FY 10 2033	Years 11+ 2034
<b>Vehicles and Equipment</b>														
1	2022 Chevy 3500 Diesel 4x4	-												76,100
2	2014 Cat Mini Trackhoe	90,000		90,000										
3	2009 Pipe Hunter Jet M 35418	45,800				45,800								
4	2018 Ford F150 Meter Truck	40,000						40,000						
5	Trailer	16,700					16,700							
6	2021 Chevy 4x4	40,000									40,000			
7	2011 Ford 4x4 F350	62,000		62,000										
8	2006 Chevy Dump Truck 1.5 Ton	80,000		80,000										
9	2017 Ford F250 4x4	60,200					60,200							
10	2016 Ford F150 4x4	30,500				30,500								
<b>Subtotal Vehicles and Equipment</b>		<b>465,200</b>	-	<b>232,000</b>	-	<b>76,300</b>	<b>76,900</b>	<b>40,000</b>	-	-	<b>40,000</b>	-	-	<b>76,100</b>
<b>Infrastructure Improvements</b>														
11	Advent St. Tank and Booster Station	-												3,850,500
12	Spare Meter Stock	20,700		20,700										
13	Large Meter Replacement	72,700					72,700							
14	Renew Arc-Flash Study	7,200			3,400			3,800						
15	Harris Avenue PS Gravity Sewer Extension	-												2,091,500
16	Berrytown Water System Replacement	3,000,000			3,000,000									
17	Holly Hills Sewer System Extension	-												4,403,700
18	Ridgewood-18S Loop	907,200			907,200									
19	Mt. Home - Hawkins Loop	1,764,100						1,764,100						
20	Jacumin Rd. Loop	-												3,837,720
21	Rodoret St. Water and Sewer	1,155,200				1,155,200								
22	Water Main Replacement	750,000									750,000			
23	Sewer Main Rehabilitation	3,250,000				1,500,000				1,750,000				
<b>Subtotal - Infrastructure Improvements</b>		<b>10,927,100</b>	-	<b>20,700</b>	<b>3,910,600</b>	<b>2,655,200</b>	<b>72,700</b>	<b>1,767,900</b>	-	<b>1,750,000</b>	<b>750,000</b>	-	-	<b>14,183,420</b>
<b>10-Yr CIP: Water Distribution / Wastewater Collection FY24-33</b>		<b>11,392,300</b>	-	<b>252,700</b>	<b>3,910,600</b>	<b>2,731,500</b>	<b>149,600</b>	<b>1,807,900</b>	-	<b>1,750,000</b>	<b>790,000</b>	-	-	<b>14,259,520</b>

Capital Project funded or partially funded using external source(s). ARPA, Direct Allocation, etc.  
 Capital Project funded or partially funded using debt issue(s)

# Town of Valdese Water and Sewer Utility Fund

## 10-YEAR Capital Improvements Plan

### UPDATED FISCAL YEAR 2024

#### Water Treatment Division

Project Number	Project Description	10-Yr CIP Cost Cost	Test Year 2023	FY 1 2024	FY 2 2025	FY 3 2026	FY 4 2027	FY 5 2028	FY 6 2029	FY 7 2030	FY 8 2031	FY 9 2032	FY 10 2033	Years 11+ 2034
<b>Vehicles and Equipment</b>														
1	2018 Explorer	43,000				43,000								
2	2017 Ford F-250	44,000					44,000							
3	2004 Ford F-150	40,000		40,000										
4	New 4-Wheel Drive Lawnmower	17,500				17,500								
<b>Subtotal Vehicles and Equipment</b>		<b>144,500</b>	<b>-</b>	<b>40,000</b>	<b>-</b>	<b>60,500</b>	<b>44,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plant Upgrades and Improvements</b>														
5	Roof Replacement - Finished Water PS	21,000		21,000										
6	Chemical Feed Pump	17,500			5,800	5,800	5,900							
7	Water Treatment Plant Upgrades	4,763,900			4,763,900									
8	Raw Water Pump, Piping and Valve Replacement	5,610,700										5,610,700		
9	Pave Raw Water PS Access Road	236,300											236,300	
10	Renew Arc-Flash Study	37,600			16,600						21,000			
11	SCADA Upgrades (add #2 and #3 FWP)	26,000				12,000				14,000				
12	Move #2 and #3 fwp mcc to roof (upstairs)	-												240,200
13	Tank Maintenance	88,000			8,000	80,000								
14	WTP Equipment Rehab & Replacement	125,000								125,000				
15	WTP Security System	15,000		15,000										
<b>Subtotal - Plant Upgrades and Improvements</b>		<b>10,941,000</b>	<b>-</b>	<b>36,000</b>	<b>4,794,300</b>	<b>97,800</b>	<b>5,900</b>	<b>-</b>	<b>-</b>	<b>139,000</b>	<b>21,000</b>	<b>5,610,700</b>	<b>236,300</b>	<b>240,200</b>
<b>10-Yr CIP: Water Treatment FY24-33</b>		<b>11,085,500</b>		<b>76,000</b>	<b>4,794,300</b>	<b>158,300</b>	<b>49,900</b>	<b>-</b>	<b>-</b>	<b>139,000</b>	<b>21,000</b>	<b>5,610,700</b>	<b>236,300</b>	<b>240,200</b>

Capital Project funded or patially funded using external source(s). ARPA, Direct Allocation, etc.  
 Capital Project funded or patially funded using debt issue(s)

# Town of Valdese Water and Sewer Utility Fund

## 10-YEAR Capital Improvements Plan

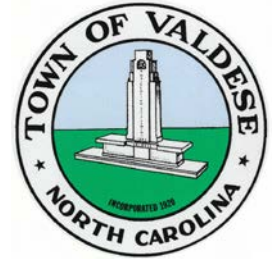
### UPDATED FISCAL YEAR 2024

**Wastewater Treatment Division**

Project Number	Project Description	10-Yr CIP Cost Cost	Test Year 2023	FY 1 2024	FY 2 2025	FY 3 2026	FY 4 2027	FY 5 2028	FY 6 2029	FY 7 2030	FY 8 2031	FY 9 2032	FY 10 2033	Years 11+ 2034
<b>Vehicles and Equipment</b>														
1	1998 Biosolids Truck	35,000		35,000										
2	Sludge Trailer	50,000		50,000										
3	2014 Plant Truck	42,000				42,000								
4	Maint Vehicle 2013	65,000								65,000				
5	2017 Lab Truck	45,000						45,000						
6	Riding Mower (2004)	15,000							15,000					10,100
<b>Subtotal Vehicles and Equipment</b>		<b>252,000</b>	-	<b>85,000</b>	-	<b>42,000</b>	-	<b>45,000</b>	<b>15,000</b>	<b>65,000</b>	-	-	-	<b>10,100</b>
<b>Plant Upgrades and Improvements</b>														
7	Seal Replacement for Influent Pumps 1&2	7,400						7,400						18,300
8	Seal Replacement for Influent Pumps 3&4	35,900				16,900						19,000		6,000
9	Seal Replacement for Sludge Recycle Pumps	11,000			11,000									
10	Centrifuge #2 Overhaul	70,000								70,000				
11	Centrifuge #1 Overhaul	141,000		70,000							71,000			
13	Admin Building Roof	70,000				70,000								
14	Dewatering Building Roof	80,000							80,000					
15	Sludge Recycle PS Building Roof	56,000						56,000						
16	Sludge Grinder #1	15,000								15,000				
17	Sludge Grinder #2	16,000									16,000			
18	Aeration Basin	5,184,800					5,184,800							
19	Spare Pump Cline Street	5,000		5,000										
20	Cline Street PS Modifications	1,490,000			1,490,000									
21	Spare Pump Morgan Trace	7,000			7,000									
22	Spare Pump High Meadows	7,000			7,000									
23	Spare Pump John Berry	-												108,000
24	Spare Pump Seitz	42,000							42,000					
25	SCADA	31,100				14,000					17,100			
26	Renew Arc-Flash Study	32,100			14,100			18,000						
27	6" Compound Flow Meter	-												96,100
28	Biosolids Drying Equipment	-												10,800,000
29	Alternative Disinfection	700,000			700,000									
30	Concrete Work at Compost Pad	30,000			30,000									
31	WWTP Equipment Rehab & Replacement	225,000						50,000	20,000	22,000		133,000		
32	WWTP Security System	15,000		15,000										
<b>Subtotal Plant Upgrades and Improvements</b>		<b>8,271,300</b>	-	<b>90,000</b>	<b>2,259,100</b>	<b>100,900</b>	<b>5,184,800</b>	<b>131,400</b>	<b>142,000</b>	<b>107,000</b>	<b>104,100</b>	<b>152,000</b>	-	<b>11,028,400</b>
<b>10-Yr CIP: Wastewater Treatment FY24-33</b>		<b>8,523,300</b>	-	<b>175,000</b>	<b>2,259,100</b>	<b>142,900</b>	<b>5,184,800</b>	<b>176,400</b>	<b>157,000</b>	<b>172,000</b>	<b>104,100</b>	<b>152,000</b>	-	<b>11,038,500</b>
<b>Total System Capital Improvements Plan</b>														
<b>10-Yr CIP: Total Water and Wastewater FY24-33</b>		<b>31,001,100</b>		<b>503,700</b>	<b>10,964,000</b>	<b>3,032,700</b>	<b>5,384,300</b>	<b>1,984,300</b>	<b>157,000</b>	<b>2,061,000</b>	<b>915,100</b>	<b>5,762,700</b>	<b>236,300</b>	<b>25,538,220</b>



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



THIS AGREEMENT, made and entered into this **First** day of **October 2023** by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **P&W Railroad Club** 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) **23, 26, 30, 27, 28, & Workshop** 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 **October 2023** and extending to the **30<sup>th</sup>** day of **September 2024**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$230.00**. 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 <sup>55 of 63</sup> **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 **Railroad Museum** 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 and 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.

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**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



<sup>57 of 63</sup>  
(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 attorney's 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** <sup>58 of 62</sup> **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**

- 59 of 62
- 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 \_\_\_\_\_

*P&W RR Museum Representative*

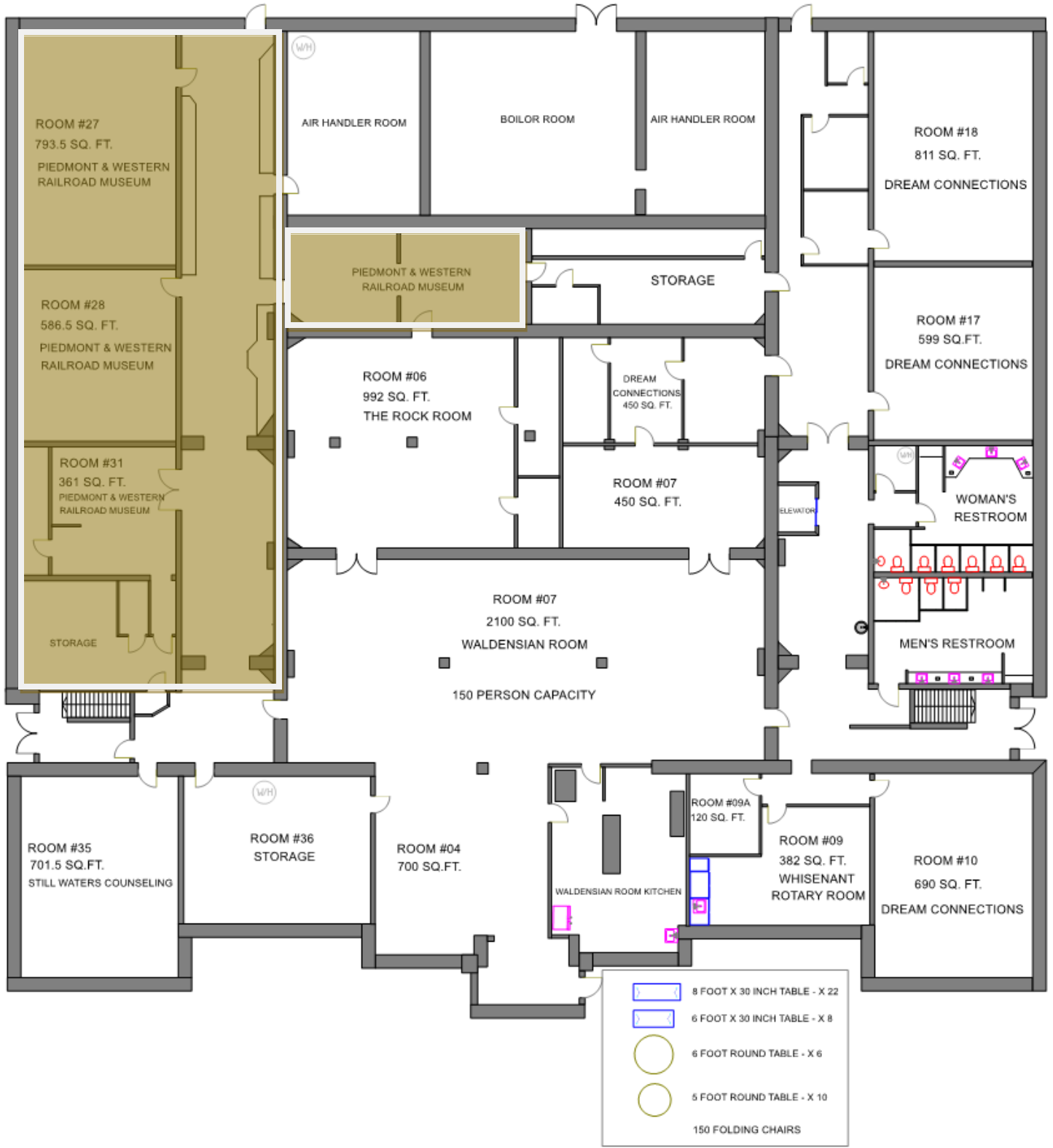
Lessee

X \_\_\_\_\_

Witness (Attest)

X \_\_\_\_\_

Witness





Date: September 5, 2023

To: Valdese Mayor and Town Council

From: Sherry Long, WPCOG Assistant Executive Director

Erin Schotte, WPCOG Community & Economic Development Administrator

Subject: **Public Hearing for CDBG Water Project**

At this public hearing, we will discuss an application to the NC Department of Environmental Quality (DEQ) for Community Development Block Grant – Infrastructure Funds. The WPCOG has partnered with the Town to craft a grant application requesting \$3 Million that would be used to replace aging and undersized waterlines, replace water service lines, and install fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. The project would be 100% grant-funded, including the infrastructure improvements, engineering, and grant administration.

The focus of the CDBG-I grant program is to improve the quality of life for low to moderate income people by providing a safe, clean environmental and clean drinking water through water and sewer infrastructure improvements. Grant-funded projects must benefit a residential area where at least 51% of the beneficiaries are low to moderate income (LMI) as defined by US Department of Housing and Urban Development. Town and WPCOG staff have conducted income surveys of all of the households in the project area and determined that the LMI percentage is 70.262%.

The purpose of this evening's public hearing is to obtain citizen's views and to allow response from the public to funding proposals and answer any questions posed by citizens. Should you have any questions in the meantime, please feel free to contact Sherry Long ([sherry.long@wpcog.org](mailto:sherry.long@wpcog.org)) or Erin Schotte ([erin.schotte@wpcog.org](mailto:erin.schotte@wpcog.org)) from WPCOG.

## RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The Town of Valdese has need for and intends to implement a construction project described as the replacement of aging and undersized water lines, replacement of water service lines, and installation of fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive; and

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

### **NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF VALDESE:**

That Town of Valdese, 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 the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Larry Johnson, Planning Director, and Allen Hudson, Public Works Director, the **Authorized Officials**, and successors so titled, are 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 Officials**, and successors so titled, are 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 5<sup>th</sup> of September, 2023, at Valdese Town Hall, North Carolina.

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(Signature of Chief Executive Officer)

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(Title)

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 5th day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 5<sup>th</sup> day of September 2023.

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(Signature of Recording Officer)

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(Title of Recording Officer)