

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JANUARY 3, 2022**

The Town of Valdese Town Council met on Monday, January 3, 2022, 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 Leonard "Charlie" Watts, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilman Keith Ogle and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, and various Department Heads.

Absent: Town Clerk Jessica Lail

A quorum was present.

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

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

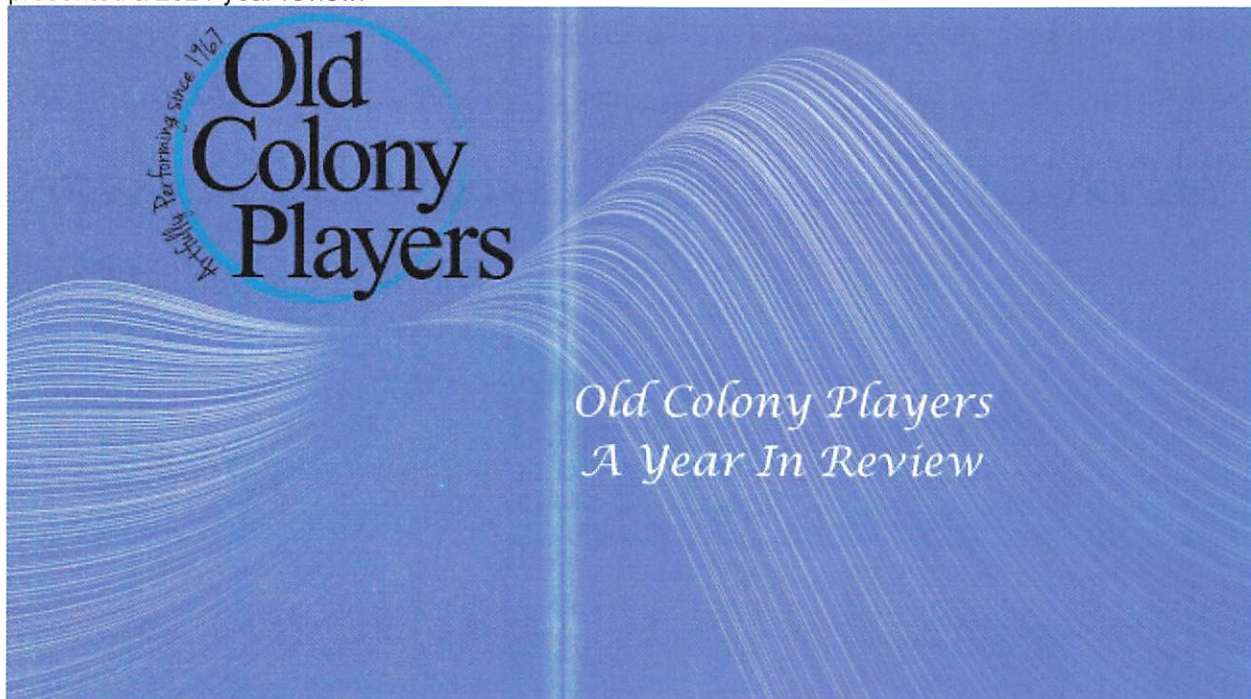
Rule 5. Public Comment

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.

CONGRATULATIONS – SANDY WALKER, 124 MAIN ST. W, VALDESE: Ms. Walker congratulated the newly incoming Council. Ms. Walker shared that the Council is in her prayers and gave each elected Council member a non-denomination devotional book. Ms. Walker said that her door was always open to help the community and shared the scripture Proverbs 29:2.

REGOGNITION OF THE VALDESE MASTERS SWIM TEAM: Parks and Recreation Director David Andersen shared that several members of the Valdese Masters Swimmers participated in the NC State Senior Games in the fall. Mr. Anderson introduced and recognized the swimmers and thanked them for their participation.

UPDATE FROM OLD COLONY PLAYERS: Edyth Pruitt, General Manager of Old Colony Players presented a 2021 year review.



Artistic Performing since 1767
Old Colony Players

The mission of Old Colony Players is to preserve Waldensian cultural heritage, promote quality theatre, and celebrate diverse artistic expression.

THE WIZARD OF OZ



April/ May 2021



Performed at the Fred B Cranford Amphitheatre



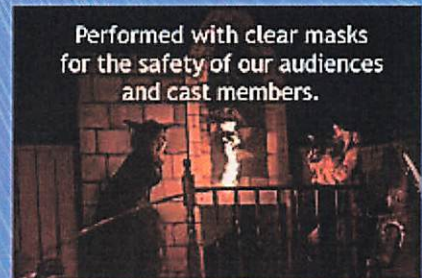
Audiences limited to 1/2 capacity



Over 1500 Patrons
50% from outside of Burke County



36 Cast Members, many new to OCP



Performed with clear masks for the safety of our audiences and cast members.

FROM THIS DAY FORWARD



OCP SUMMER CAMP JULY 2021

19 children
Ages 4-16

Full scale production at the end of the week
4 dynamic teachers who taught skills in
Music,
Dance,
and Acting



THE ROCKY HORROR SHOW

New, diverse
crowd and cast.

1075 patrons

All cast and crew
vaccinated
for the safety of
our community

December 2021

First time
back inside at the
Old Rock School

1312 patrons



Amphitheatre Upgrades (due to a generous grant from the Rostan Family Foundation)

- Turntable totally rebuilt and new reversible motor
- Replaced the roof on the concession stand at the top of the amphitheatre
 - Total rewiring of the dressing room building
 - Rubber mulch in the pitt
- Extended the stage front for more versatility in staging with a new trap door.

Frequently asked questions:

- Where do our audiences come from?

Over 50% of our audiences are from outside of Burke County, making Old Colony Players a destination attraction for Valdese. This year alone, during the pandemic, we have had visitors from Virginia, Georgia, New York, New Mexico, Georgia, Tennessee and towns across North Carolina from as far away as Wilmington in the east and West Jefferson in the west. Most patrons not only see our shows but frequent our restaurants and other area attractions.

- Where do our actors come from?

Our actors are a diverse group. This year alone we have had actors travel from Hickory, Lenoir, Boone, Asheville, Hendersonville, Marion, Cherryville, Lincolnton, Shelby and Statesville as well as many people in our local acting community. In each production this year, we have had seasoned professionals who have been with OCP for decades and at least one actor each show for whom it has been their first time on stage. Most volunteer at least 150 hours of their time at the theatre per production. From This Day Forward is the only production for which actors are paid. Pay range is from \$150-\$400 for the whole summer.

- How much does it cost to put on a production?

Depending on the production, the rights run anywhere from \$120-\$285 per performance. Add to that the cost of production staff, costuming, sets, musicians, and props, and productions cost anywhere from \$3000- \$10,000 to produce.

Upcoming Season for 2022

Steel Magnolias
by Robert Harling
January 21, 22, 27, 28 and 29 at 7:30
January 23 and 30 at 3:00 at the Old Rock School

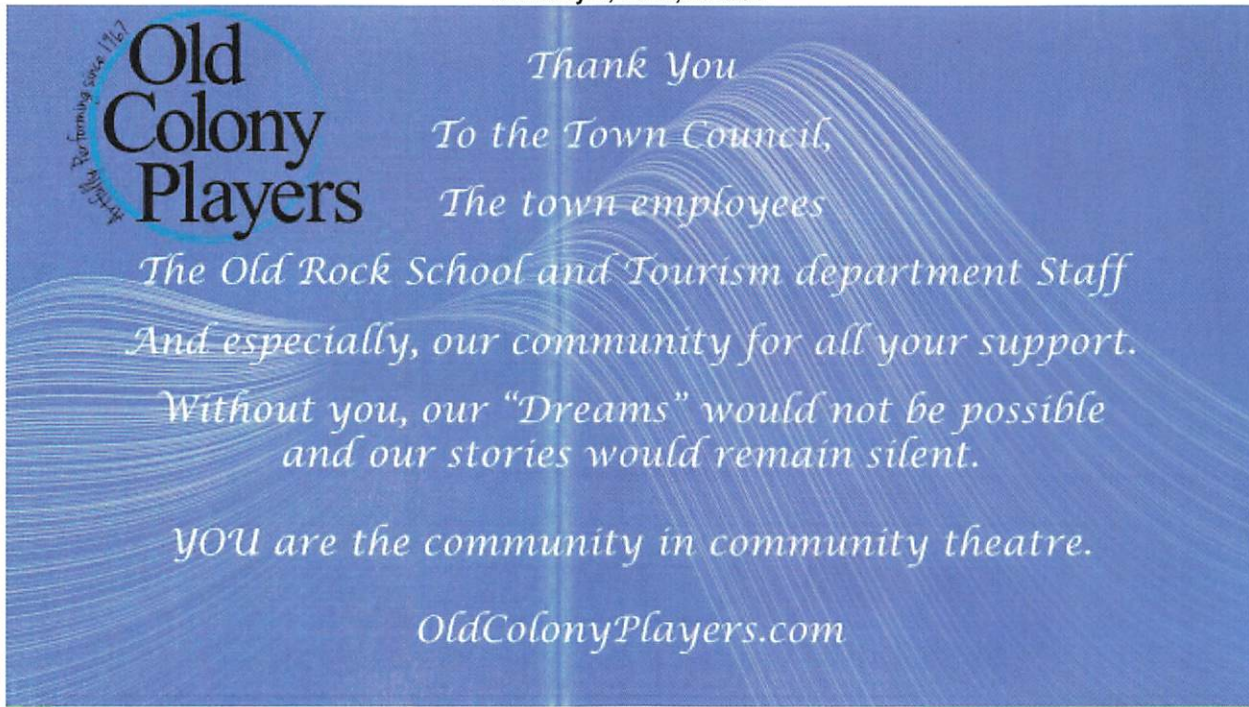
VALENTINE'S
MURDER
MYSTERY
A dinner theatre done in conjunction with the Waldensian Winery. Feb 10 & 11

THE HUNCHBACK OF NOTRE DAME
April 15, 16, 21, 22, 23, 28, 29 & 30
At the Fred B. Cranford Amphitheatre

June 17, 18, 19, 24 and 25
A dinner theatre
Love Letters
(rescheduled from September 2021)

From This Day Forward
Presented by Old Colony Players
54th consecutive season
Fridays and Saturdays
July 15 through August 13

Summer camps July 25-29 and August 1-5	Oct Show TBA Pending approval Oct. 14-30	Holiday Show TBA Pending approval December 2022
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CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF DECEMBER 6, 2021

APPROVED DATE FOR PUBLIC HEARING FOR RE-ZONING APPLICATION 1-11-21, PONS/BURKE COUNTY HABITAT ON MONDAY, FEBRUARY 7, 2022, 6:00 P.M., VALDESE TOWN HALL

APPROVED DATE FOR PUBLIC HEARING FOR CDBG CLOSEOUT ON MONDAY, FEBRUARY 7, 2022, 6:00 P.M., VALDESE TOWN HALL

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEES & PROMOTION: Police Chief Jack Moss introduced Police Officer Caleb Mace. Public Services Director Greg Padgett introduced Street Maintenance Worker Derek Estes and Utility Field Technician Nathan Barajas. Town Manager Seth Eckard congratulated David Andersen, who was promoted to Parks & Recreation Director.

VALDESE ABC STORE PRESENTATION: Karen Caruso, Manager of the Valdese ABC Store, thanked Council for the loan agreement they approved in November 2013 in the amount of \$162,775.00. Ms. Caruso happily presented a check to the Town of Valdese for the final principal payment of \$35,000.00.

MCGALLIARD CREEK BRIDGE PROJECT PRESENTATION: Before his presentation, Parks and Recreation Director David Andersen asked Beth Heile to share something with Council. Ms. Heile shared the background of Lakeside Park that started back in 2013 and said that the number one thing people wanted that came out of a survey was to connect McGalliard Falls to Valdese Lakeside Park. Ms. Heile shared that a bridge will allow that wish to happen as well as becoming a tourist attraction. Ms. Heile presented the town with a \$50,000 check going towards the bridge.

Mr. Andersen presented the following presentation:

McGalliard Creek Bridge Project

January 3, 2022

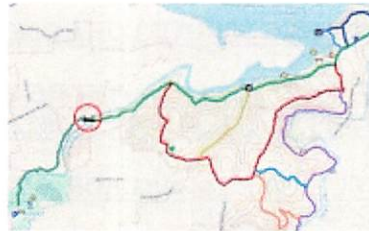
Town of Valdese Parks and Recreation Department



Project Overview

Project Purpose:

- ▶ To connect McGalliard Falls Park to the new greenway constructed at Valdese Lakeside Park.
- ▶ Creates a larger, connected park and trail system within town limits.
- ▶ Allows for greater access to amenities and focal points at both parks.



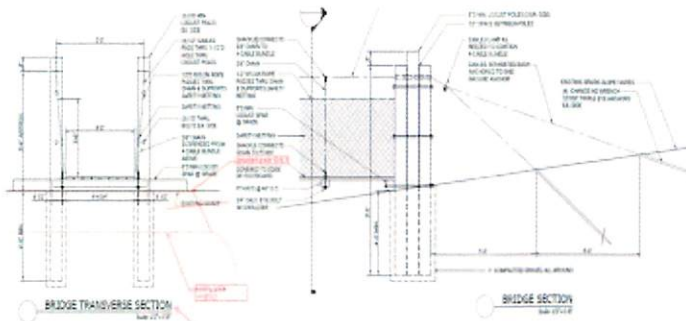
Construction Bids

- ▶ Staff-recommended bid: Beanstalk Bridges/Builders
 - ▶ \$150,000 total cost
 - ▶ Burke County-based company
- ▶ Other bids:
 - ▶ Alpine Towers International: \$148,750 + estimated \$10,000 cost of engineering and Geotech study
 - ▶ Phoenix Experiential Designs: \$145,000 + estimated \$15,000-\$20,000 cost of engineering and Geotech study



Proposed Bridge: Beanstalk Bridges/Builders

- ▶ 155' Suspension bridge spanning McGalliard Creek
 - ▶ 4' wide walking area
 - ▶ 3'6" tall safety netting along side of bridge
 - ▶ Locust beams for support at ends



Bridge Costs and Funding

Project Funding Sources:

- ▶ Recreational Trails Program (RTP) Grant
- ▶ State Budget Allocation to the Friends of the Valdese Rec
- ▶ Friends of the Valdese Rec Donations
- ▶ Rostan Family Foundation Gift

Project Budget	
	Projected Project Expenses
Indicate construction costs by line item	
Construction Costs	
Mobilization (Beanstalk)	\$ 15,000
Bridge Construction (Beanstalk)	\$ 135,000
Contingency (10% of construction costs)	\$ 15,000
Construction Total:	\$ 165,000
Engineering/Attorney Costs	
Review of Bidding & Award	\$ 850
Flood Modeling & Permitting	\$ 51,000
Construction Surveying, Administration and Observation	\$ 17,500
Engineering/Legal Subtotal:	\$ 69,350
Administration Costs	
Loan Administration (WPCOG)	\$ 5,000
Administration Subtotal:	\$ 5,000
TOTAL PROJECT COST:	\$ 239,350



AWARD OF BID FOR MCGALLIARD CREEK BRIDGE PROJECT: During his presentation, Parks and Recreation Director David Andersen, presented an award of bid for the construction of the suspension-style bridge. Mr. Andersen shared that he recommended the award to go to Beanstalk Bridges/Builders of Morganton, in the amount of \$150,000 total cost.

**MCGalliard Creek Falls Catenary Bridge
BRIDGE CONSTRUCTION AGREEMENT
November 24, 2021**



This Bridge Construction Agreement (hereinafter the "**Agreement**") is made and entered into this _____ day of _____, 2021 between **BEANSTALK BRIDGES, LLC**, a North Carolina limited liability company with its principal place of business in Burke County, North Carolina, and **BEANSTALK BUILDERS LLC**, a North Carolina limited liability company with its principal place of business in Burke County, North Carolina (hereinafter collectively the "**Contractor**"); and **TOWN OF VALDESE**, a body politic and corporate of the State of North Carolina (hereinafter the "**Owner**") (the Contractor and Owner are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**").

WHEREAS, Contractor is engaged in the business of constructing bridges;

WHEREAS, Gregory S. Hoff serves as the license qualifier for Contractor with the North Carolina Licensing Board for General Contractors, License No. 82865;

WHEREAS, Owner is the owner of those certain tracts or parcels of real property situated in the Town of Valdese, Burke County, North Carolina, commonly known as McGalliard Pointe Drive NE, Parcel ID No. 2734843186, which is more particularly described in Deed Book 2488, Page 799, Burke County Registry, and 1149 Lake Rhodhiss Drive NE, Parcel ID No. 2744445905, which is more particularly described in Deed Book 2331, Page 723, Burke County Registry (hereinafter collectively, the "**McGalliard Falls Properties**"); and

WHEREAS, the Parties desire to enter into a contract for the construction of a catenary bridge connecting the McGalliard Falls Properties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. CONTRACTOR RESPONSIBILITIES. Contractor agrees to furnish all materials, labor, supervision, tools, equipment, supplies, licenses, tests and permits as necessary to perform all of Contractor's Work described in Paragraph 2 below, for the construction of the McGalliard Creek Falls Catenary Bridge (hereinafter the "**Project**") in accordance with the terms and conditions of this Agreement and all plans and specifications for the Project, which are incorporated herein by reference.

2. CONTRACTOR WORK. "Contractor Work" or "Contractor's Work" or "**Work**" shall consist of the following:

A. Contractor shall provide all materials, labor, supervision, tools, equipment, supplies, licenses, tests and permits for construction of the Project including, but not limited to, the following: (i) protection of the Work and any adjacent infrastructure during the Project; (ii) provision of the bridge design, engineering, and layout; (iii) provision of all required permitting; (iv) provision of all necessary tools, scaffolding, implements, equipment, lifts, unloading, and storage; (v) provision of all materials required to complete the Project, including, but not limited to, four (4) bundles of 3 locust posts, locust deck boards and supporting locust members, full length safety netting, and entry ramp on west entrance of bridge; (vi) construction and/or installation of one 150' Catenary Bridge, including, but not limited to, lane clearing and brushing, grading the trail and terrace on east side of bridge, installation of locust post, ground screw anchors, cables and hardware, decking and safety netting; (vii) commissioning of all necessary testing and inspections; and (viii) completion of all clean-up from installation of the scope of Work.

B. No financial contingencies have been included for (i) site preparation, including, but not limited to, drainage infrastructure, fill or grading of the site, construction pad prep, or erosion mitigation measures, (ii) location and relocation of any underground utilities, (iii) provision of ADA access, (iv) poor site conditions including, but not limited to, sub-grade rock/soil that must be drilled for pole placements or guy wire anchor placements, low load-bearing soils, and unforeseen subsoil debris (stumps, stump holes, old septic areas, rocks, concrete, etc.). If such conditions are incurred, expenses associated with managing these conditions will be billed to Owner upon Owner's approval at market costs.

C. Contractor will not make any substitutions to its Work or materials unless it first receives written approval of Owner.

D. Contractor will at all times keep the Project site in a safe and orderly condition.

E. The Contractor Work includes all work incidental or related thereto, or reasonably inferable therefrom, for a complete Project. The Contract Work will be performed in accordance with the Contract and in a skillful and workmanlike manner, with material and equipment being both ample in quantity for the Project and of the kind and grade necessary for the purpose intended.

F. All labor, services and materials to be furnished as part of this Agreement will comply with all applicable federal, state and local statutes, regulations, rules, and ordinances, including without limitation, those relating to safety, hazardous waste, discrimination, fair employment, equal opportunity and workers' compensation. Additionally, Contractor is responsible for compliance with all building codes. Contractor will, solely at its own expense, correct any violations of the obligations in this Paragraph.

G. Contractor warrants that it is duly licensed by all applicable government authorities to perform the Contract Work, and that it will maintain such licenses at its own expense for a minimum of one (1) year after the date of final acceptance of the Project.

H. Contractor will prepare and submit to Owner in a timely manner all drawings, product samples, test results, instructions, certificates, and other required submittals

requested by Owner, if any, and obtain all required approvals, permits, and licenses necessary or required in connection with the Project.

3. OWNER'S RESPONSIBILITIES. Owner shall be responsible for the following on the Project: (i) location of underground utilities in and around the building site prior to the Contractor commencing the Project, (ii) provision of Builders Risk Insurance for the duration of the Project, (iii) provision of brush and maintenance access roads on either side of the bridge so trucks and machinery can easily pass through, (iv) removal of any unwanted brush and wood remaining from the clearing and brushing phase, (v) securing a no-rise analysis and any required certifications, and (vi) locating the Bridge Center Line.

4. COMMENCEMENT, COMPLETION AND SCHEDULE.

A. Contractor will commence and complete all Contract Work on the schedule specified below (hereinafter the "Project Schedule"):

1. Design Phase: The Design Phase shall include the course design and layout of the Project. The Design Phase shall commence immediately upon the Parties' execution of this Agreement. Owner agrees to meet with Contractor at the beginning of the Design Phase of the Project to examine the location and confirm the layout of the routine Catenary Bridge. Owner or its agents or representatives also will be available for routine inspections of the Project, and will be available as reasonably necessary to visit the site if requested by the Contractor.

ii. Build Phase: The Build Phase shall include construction of the Project in accordance with Paragraph 2 and other applicable provisions of this Agreement. The Build Phase shall commence within thirty (30) days of the Parties' execution of this Agreement and shall be completed no more than ninety (90) days from the Parties' execution of this Agreement.

iii. Walkthrough and Inspections Phase: Within ten (10) days of Contractor's completion of the Work, Owner and its architects, engineers, and representative shall have the opportunity to inspect the Contract Work. Completion of the Walkthrough and Inspections Phase will not relieve Contractor of liability for the obligations assumed under this Agreement or for faulty or defective Work discovered after completion thereof.

B. The Project Schedule shall be extended as reasonably necessary due to unforeseeable causes reasonably beyond the control of the parties. Such causes may include, but shall not be limited to, delays in payment, bad weather, acts of God, supply chain delays, regulations or orders of governmental authorities, emergency making it impossible, illegal, or otherwise inadvisable to continue construction. Contractor reserves the right to cease work if payment is late until such time as the default in payment is cured.

5. CONTRACT PRICE.

A. As total compensation for the Contract Work, and subject to the terms of this Agreement, Owner shall pay to Contractor One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (hereinafter the "Contract Price") on the following schedule:

A. Should Contractor (a) fail to prosecute the Contractor Work diligently (including but not limited to failure to provide sufficient numbers of skilled workmen or property materials, or failure to adhere to the applicable performance schedules), (b) fail to perform any of its obligations under this Agreement, (c) file bankruptcy, assign assets for the benefit of creditors, become insolvent, or be unable or fail to pay its obligations as they mature, or (d) repeatedly perform the Contract Work in a manner which is rejected by the Owner's architect or

7. CONTRACTOR DEFAULT.

part of seller. warranties and representations, expressed or implied, and all other obligations or liabilities on the cause not the act or deficient Work of Contractor. This warranty is expressly in lieu of all other any part of the Work damaged by normal wear and tear, misuse, vandalism, Act of God or other within one year of completion of the Work. Contractor shall have no obligation to repair or replace Agreement. This warranty covers only such defects that are reported to Contractor in writing any part of the Contract Work that fails to comply with this warranty or the terms of this year from the date of final acceptance of the Contract Work. Contractor shall repair and/or replace structural defects and defects in workmanship under normal use and service. For a period of one in all respects with this Agreement and further warrants that the Contract Work shall be free from

6. WARRANTY. Contractor warrants and guarantees that its Work is in conformance

Contractor and its subcontractors and material suppliers for the completed portion of the Work. provide, in a form satisfactory to Owner, partial lien or claim waivers and affidavits from

D. As a condition to all payments under this Agreement, Contractor will

such default is not cured within ten (10) days' written notice by the non-defaulting party, a late fee of two percent (2%) of the amount due will be charged and assessed to the defaulting party.

C. In the event of default in payment under the terms of this Agreement and

ordered in writing by Owner or its authorized representative before the change has begun. adjustments will be made for any such changes performed by Contractor that have not been so Price or time, if any, resulting from such changes shall be identified in a Change Order. No such in the Work that are within the general scope of this Agreement. Adjustments in the Contract

B. When Owner so orders in writing, Contractor will make any and all changes

payment. obligations assumed under this Agreement or for faulty or defective Work discovered after final with this Agreement or warranties. Final payment will not relieve Contractor of liability for the (c) written resolution between Contractor and Owner of liens, defective work, and noncompliance the Project Schedule; (b) receipt of Owner's waiver of all claims related to Contractor's Work, and Contractor within seven (7) days of: (a) completion of the Inspection and Walkthrough Phase of

III. Final payment of the balance of the Contract Price shall be made to

thirty-five percent (35%) of the Contract Price (\$52,000.00); and

II. Upon completion of the Building Phase, Owner shall pay Contractor

I. Upon execution of this Agreement, Owner shall pay thirty-five percent (35%) of the Contract Price (\$52,500.00);

engineer or government inspectors having jurisdiction over the Project, the Owner may deem the Contractor to be in default and, at Owner's sole option, and without limitation and other remedies available at law or in equity, take one or more of the following actions:

i. Take temporary possession for a period of up to 120 hours of all Contractor's materials and equipment intended for performance of the Contract Work in order to assure its availability for completion of the Contract Work;

ii. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), cure the default at Contractor's expense and deduct the cost thereof from the Contract Price;

iii. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), give Contractor written notice of termination of this Agreement and, at Owner's option, take permanent possession of all of Contractor's materials, equipment, manuals, records, drawings, and other items intended for the performance of the Contract Work, which Contractor hereby assigns and transfers to Owner for such purpose.

B. In the event of termination of this Agreement as provided in this Paragraph, Contractor will receive no further payment of any unpaid portion of the Contract Price until such time as the Contract Work is completed, at which time the Contractor will be entitled to the unpaid portion of the Contract Price, less all costs and expenses (including reasonable attorneys' fees) incurred by Owner in curing said default and completing the Contract Work. If the Owner's said costs and expenses exceed the unpaid portion of the Contract Price, Contractor and its surety, if any, will be liable for, and will promptly pay to Owner, such excess amount and Owner shall have a lien upon Contractor's materials, tools, and equipment in Owner's possession to secure payment thereof.

8. **INSPECTIONS.** Contractor will be solely responsible for its own inspections of the Contract Work for conformance with this Agreement. Contractor will provide, and will ensure that its subcontractors and material suppliers provide sufficient, safe, and proper facilities for the inspection and/or observation of the Contract Work by the Owner or its architect, engineer, or representative as may be requested.

9. **PUNCH LIST OBLIGATIONS.** Contractor will promptly perform any and all punch list work submitted by Owner. If this work is not performed within five (5) working days from Owner's written notice of such work, then without waiving any other remedies it has, Owner may complete the work and deduct the costs from the Contract Price.

10. **RISK OF LOSS.** Contractor will be responsible for the receipt, delivery, unloading, storage, warehousing, protection, insurance, and all risk of loss relating to any materials or equipment it is to furnish, install, provide, or have provided to it in performance of this Agreement.

11. **CORRECTION OF NON-COMPLYING WORK.** Contractor will, within seventy-two (72) hours after notice from Owner or immediately upon notice from Owner in emergency or critical path situations, remove any designated portion of the Contract Work which is condemned

or is disapproved as not being in compliance with the requirements of this Agreement. Contractor will promptly, at its own expense, correct the same. If Owner decides that it will accept nonconforming Work, Owner will be entitled to an equitable credit for the nonconformity.

12. CONTRACTOR'S INSURANCE. Prior to start of the Contract Work, Contractor will procure for the Contract Work and maintain in force Workers' Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and any other insurance required under this Agreement.

13. CONTRACTOR INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, and its architects, engineers, agents, and representatives from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Contractor's Work, including, but not limited to, (a) any such claim, damage, loss, or expense attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Contractor's Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable; and (b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement. Loss or damage due to acts of Contractor will be deducted from the amounts otherwise due Contractor. Contractor agrees to obtain, maintain and pay for such Commercial General Liability Insurance coverage and endorsements as will insure the provisions of this Agreement.

14. OWNER INDEMNITY. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting arising out of or resulting from Owner's operation of the bridge structure after completion of the Work and not otherwise resulting from Contractor's negligent conduct or faulty or deficient Work, including trespassers or others not authorized to be on the structure. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement, specifically including, but not limited to, Contractor's obligation for indemnity set forth in Paragraph 13.

15. TIME IS OF THE ESSENCE. Time is of the essence for both Owner and Contractor, and both Parties mutually agree to perform their respective obligations so that the entire Project may be completed in accordance with this Agreement and the Project Schedule. Contractor agrees that its work shall be prosecuted regularly, diligently, and in an uninterrupted fashion.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties, and all agreements entered prior to or contemporaneously with the execution of this Agreement are excluded whether or not in writing. All changes, additions, or deletions hereto must be in writing and signed by the Parties.

17. APPLICABLE LAW. Conflicts arising from this Agreement shall lie exclusively within the jurisdiction of the laws and courts of the North Carolina and this Agreement shall be

January 3, 2022, MB#31

governed by and interpreted under the laws of North Carolina excluding its conflict of laws provisions. In the event of breach of this Agreement, the breaching Party shall be liable for all reasonable attorney's fees and costs necessary to enforce this Agreement by the non-breaching Party.

[Signatures appear on the following page.]

◆ P.O. Box 1273 ◆ Morgantown, NC 28680 ◆ BeanstalkBridges.com ◆

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

CONTRACTOR:

BEANSTALK BUILDERS LLC,
a North Carolina limited liability company

By: _____
Its: _____

BEANSTALK BRIDGES LLC,
a North Carolina limited liability company

By: _____
Its: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Member-Manager for Beanstalk Builders, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and by him as Member-Manager.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
☞ NOTARY SEAL

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Member-Manager for Beanstalk Bridges, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and by him as Member-Manager.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
☞ NOTARY SEAL

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

OWNER:

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

ATTEST:

(SEAL)

_____, Mayor

Jessica Lall, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that Jessica Lall personally came before me this day and acknowledged that she is Town Clerk of the Town of Valdese, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Valdese, the foregoing instrument was signed in its name and by its Mayor, _____, sealed with its corporate seal and attested by her as its Town Clerk.

WITNESS my hand and Notarial Seal, this ____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
☞ NOTARY SEAL

Councilman Mears made a motion to approve the Award of Bid to Beanstalk Bridges/Builders, LLC, seconded by Councilman Thompson. The vote was unanimous.

Councilwoman Hildebran thanked the Friends of the Valdese Recreation and Beth Heile as their leader for all they have done. Councilwoman Hildebran asked if bicycles could go across the bridge, and Ms. Heile said yes. Mayor Watts also thanked Beth Heile and everything she has done for the Town.

CONTRACT FOR MCGILL ASSOCIATES CONSTRUCTION MANAGEMENT: RJ Mozeley with McGill Associates presented a contract for the construction management on the bridge project. Mr. Mozeley shared that that means they will assist the Town in construction administration through the project's construction phase. Mr. Mozeley said McGill Associates would be the eyes and ears, independent of the contractor to be present to make sure everything is built according to the plans. Councilwoman Hildebran

January 3, 2022, MB#31

asked if these funds would come from the grants and donated money. Town Manager Seth Eckard said yes, no Town funds are being used. Town Attorney Tim Swanson has reviewed the contract.



Shaping Communities Together

December 17, 2021

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

RE: McGalliard Creek Bridge Engineering Services
Construction Phase

Dear Mr. Eckard,

Pursuant to your request, McGill Associates (McGill) is pleased to provide this proposal for engineering services to the Town of Valdese for the above-referenced project.

We understand that the Town will execute an agreement with Beanstalk Builders to construct a new suspension bridge over McGalliard Creek which will connect the Town's Lakeside Park and McGalliard Falls Park. The project includes the construction of all bridge members and associated site work to construct the proposed bridge as previously discussed with the Town and as permitted by the local Flood Plain Administrator.

Further we understand that this project's funding sources are all coming from external sources including private donations from the Friends of the Valdese Rec, grant funds from NCDOT and the Recreational Trails Program. Those funds are to be administered by the Town or Others.

Based upon our statement of understanding above, we propose to provide the services enumerated below, utilizing plans prepared by Beanstalk Builders to the extent possible. It is understood that those design plans prepared by Beanstalk are hereby deemed reliable and will be utilized as prepared, with only minor modifications as needed for implementation and construction.

Construction Phase Services

1. Attend a preconstruction meeting with the Town and Contractor to review the requirements of the project and establish anticipated schedules.
2. Review and process shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples as required.
3. Provide professional surveying services to assist the Contractor in construction "layout and staking" for the proposed two end points of the bridge.
4. Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and determine in general if the work is proceeding in accordance with the Contract Documents. As part of this contract, field observation will be provided for up to

MC GILL ASSOCIATES 1248 15TH STREET LANE NW, HICKORY, NC 28601 / 828.328.2024 / MCGILLASSOCIATES.COM

Mr. Seth Eckard
December 17, 2021
Page 2 of 4

ten (10) hours per week during active construction (regular working hours) by a CFR for an anticipated construction period of two (2) months.

5. Based on the on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the Owner payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
6. Receive, review, and respond to Requests for Information submitted by the Contractor. Coordinate with the Owner to Issue Bulletin Drawings providing clarification for differing, previously unknown field conditions.
7. Prepare change orders as required and require special inspection or testing of the work if necessary.
8. Review the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
9. Conduct a final walk through with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all his obligations thereunder so that the Engineer may approve to the Owner final payment to the Contractor.
10. Conduct a final visit to the site by professional surveyors to verify as-built locations of the bridge comply with the permitted No-Rise Certification.

Exclusions and Additional Services

1. Making revisions when such revisions are inconsistent with approvals or instruction previously given by the Town or are due to causes beyond the control of McGill.
 2. Work required because of errors in sketches, drawings, or bridge system information provided by others.
 3. Providing services of professional consultants for items of work other than those outlined under the Scope of Services.
 4. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Scope of Services above.
 5. Providing construction observation and construction administration for more time than outlined in the Scope of Services.
 6. Providing additional testing documentation and information related to requirements associated with NCDOT funding requirements.
-

Mr. Seth Eckard
December 17, 2021
Page 3 of 4

- 7. Assisting with funding administration, reporting, compliance document preparation and reimbursement requests including but not limited to funding administration related to NCDOT and RTP.

Basis for Compensation

Based on our understanding of the requested work, we propose to provide the scope of services detailed in this agreement for the following fees:

<u>Construction Phase Services (Lump Sum)</u>	<u>\$17,500</u>
<u>Additional Services – (If Required)</u>	<u>Hourly per enclosed Standard Fee Schedule</u>

We appreciate the opportunity to provide this proposal and look forward to assisting the Town with this important effort. We are prepared to begin work upon your authorization. If this proposal is acceptable to you, please sign below and return one (1) copy to our office.

If you have any questions concerning this proposal, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

Douglas Chapman, PE
Principal – Hickory Office Manager

cc: Mr. RJ Mozeley, PE, McGill Associates, P.A.

ACCEPTED:

Seth Eckard, Town Manager Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2022 by Finance Officer, _____, Town of Valdese, North Carolina.

Councilman Ogle made a motion to approve the Contract with McGill Associates as presented, seconded by Councilwoman Lowman. The vote was unanimous.

PRESENTATION OF FISCAL YEAR ENDING JUNE 30, 2021 FINANCIAL UPDATE: Phil Church and Rick Hammer of Lowdermilk Church, & Co., informed Council that we had an A-133 audit that creates more compliance work. Mr. Hammer reviewed the following highlight sheets:

TOWN OF VALDESE

Financial Highlights
Years Ended June 30, 2021 and 2020

<u>General Fund (Includes Powell Bill Funds)</u>	<u>2021</u> <u>Summarized</u> <u>Budget</u>	<u>2021</u>	<u>2020</u>
Total assets		\$ 5,504,828	\$ 4,734,056
Fund balance		\$ 5,286,477	\$ 4,528,448
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		\$ 38,562	\$ 9,107
Total revenue	\$ 4,936,220	\$ 5,226,030	\$ 5,043,110
Total expenditures	\$ 5,339,790	\$ 4,589,002	\$ 4,771,543
Revenues over (under) expenditures before other financing sources (uses)		\$ 637,028	\$ 271,567
Other income (expense)	\$ 403,570	\$ 121,000	\$ 92,313
Increase (decrease) in fund balance		\$ 758,028	\$ 363,880
Ad valorem taxes collected		\$ 2,313,313	\$ 2,220,386
Percent of taxes collected - current year levy		97.81%	97.89%
Investment income		\$ 4,357	\$ 89,543
Fund Balance Available			
Unassigned Fund Balance		<u>4,299,677</u>	<u>3,524,437</u>
Expenditures and other financing sources and uses		4,589,002	4,771,543
Unassigned Fund Balance Percentage		93.69%	73.86%

* Local Government Commission minimum recommended general fund balance should be at least 8% of general fund expenditures at the end of the fiscal year.

Mr. Hammer shared that from 2020 to 2021 there was a substantial increase of the unassigned fund balance percentage.

<u>Water and Sewer Fund</u>	<u>2021</u>	<u>2020</u>
Cash, cash equivalents and investments	\$ 1,381,860	\$ 829,467
Total assets	\$28,098,972	\$25,005,206
Net position	\$22,478,620	\$20,630,921
Operating revenue	\$ 5,130,346	\$ 4,947,109
Operating expenses	\$ 5,237,551	\$ 5,139,005
Operating income (loss)	\$ (107,205)	\$ (191,895)
Nonoperating revenue (expenses)	\$ 126,506	\$ (177,114)
Transfers (to) from	\$ (221,000)	\$ (126,935)
Capital Contributions	\$ 2,049,398	\$ 201,624
Change in net position, includes \$1,120,935 of depreciation expense 2021	\$ 1,847,699	\$ (294,320)
Accounts receivable - customers	\$ 582,893	\$ 561,937
Investment income	\$ 222	\$ 12,830
Days sales in accounts receivable	41.46	41.48
Fund Balance Available		
Unrestricted Fund Balance	<u>\$ 1,678,904</u>	<u>\$ 1,265,793</u>
Expenditures and other financing sources and uses	5,237,551	5,139,005
Unrestricted Fund Balance Percentage	32.05%	24.63%

Mr. Hammer shared that the increase of the Capital Contributions in 2021 was due to Utility Fund Capital projects and the federal money the Town received from the State. Mr. Hammer shared that any new debt

January 3, 2022, MB#31

has to go through the Local Government Commission and approved. Town Manager Seth Eckard asked what kind of financial shape the Town was currently in. Mr. Church stated that overall it was very good.

CAPITAL PROJECT ORDINANCE AMENDMENT: Town Manager Seth Eckard presented the following Capital Project Ordinance Amendment:

Valdese Town Council Meeting

Monday, January 3, 2022

Capital Project Ordinance Amendment # 1-33

Subject: McGalliard Creek Bridge

Description: To amend capital project ordinance Fund 33
This will setup the revenues and expenses to account for the various financing sources and contracts associated with the bridge construction.

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
33.3970.002	State Budget Appropriation		57,500
33.3970.003	Donations		50,000
33.3970.004	RTP Grant		100,000
Total		\$0	\$207,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
33.6200.150	Bidding and Award	850	
33.6200.150	Construction Administration	17,500	
33.6200.160	Grant Administration	5,000	
33.6200.760	Construction	150,000	
33.6200.900	Contingency	34,150	
Total		\$207,500	\$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 Ogle made a motion to approve the aforementioned project ordinance amendment, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Bluegrass at the Rock presents: Tim Raybon, Saturday, January 8, 2022, at 7:30 p.m.

Coffee with the Chief, Thursday, January 13, 2022, 9:00 a.m. at Old World Baking Company

Special Council Employee Insurance Workshop scheduled for Thursday, January 13, 2022, 10:00 a.m. at the Town Hall Community Room

Town Offices Will Be Closed on Monday, January 17, 2022, in Observance of Martin Luther King Jr., Day

MAYOR AND COUNCIL COMMENTS: Councilman Ogle asked if the agenda would be published earlier. Mayor Watts shared that the agendas would be published the Tuesday before the Monday Council meeting starting in April.

January 3, 2022, MB#31

Councilman Ogle also asked how we could show our Council meetings live on the internet. Mr. Eckard said we could look at it during our budget workshops.

Councilwoman Hildebran thanked our Police Department for their Boots on the Ground effort. Ms. Hildebran also shared that she was impressed with Code Enforcement Officer Dylan Hicks and asked for an update on 808 Colonial Street. Mr. Eckard shared that we went through the process of fining her, and she paid her fines, but now it has started over. Mr. Eckard shared that he is looking for a volunteer group to help her clean things up. The property owner has agreed to it if we can find someone to help. Councilman Thompson asked about the property at the West end of Main Street. Officer Hicks said that workers had been out working, but sometimes they had to wait on the material. Councilman Ogle asked for an update on the property on Church Street. Officer Hicks is in the process of trying to get a hold of the property owners, but he did talk to the people living there.

Mayor Watts reminded Council of the January 26, 27, & 28, 2022, newly elected officials' training class. Mayor Watts also reminded Council of the Public Safety building public meeting on February 15, 2022, and it would be posted on the website and social media.

ADJOURNMENT: At 7:11 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, February 7, 2022, 6:00 p.m., Valdese Town Hall.


Town Clerk


Mayor

jl

January 13, 2022, MB#31

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
JANUARY 13, 2022**

The Town of Valdese Town Council met on Thursday, January 13, 2022, at 10:00 a.m., in the Community Room at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Leonard "Charlie" Watts, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Keith Ogle and Councilman Paul Mears. Also present were: Town Manager Seth Eckard, Town Clerk Jessica Lail and Finance Director Bo Weichel.

Absent: Councilman J. Andrew Thompson

A quorum was present.

Mayor Watts called the meeting to order at 10:00 a.m.

DWAYNE WILSON: Dwayne Wilson with Dwayne Wilson Insurance & Financial Services gave Council a background of his experience as a community servant and insurance broker. Mr. Wilson has been in the insurance business for 37 years. Mr. Wilson explained that he decided last year to merge his agencies with a larger firm named The Hilb Group. This group has approximately 200 agencies and around 4,000 employees. Mr. Wilson did this to have more resources and platforms. Mr. Wilson's office consists of eleven full-time employees, five part-time employees, and four outside brokers. Mr. Wilson went over all the different wellness programs, employer-sponsored solutions, voluntary benefits solutions, and plans that he offers. Mr. Wilson shared that over the ten years he has been the broker for the Town of Valdese, he has created Wellness Fairs, Flu Shot Clinics, and a variety of Lunch and Learn Seminars for the employees. Town Manager Seth Eckard asked Mr. Wilson if he can provide the insurance rates sooner. Mr. Wilson explained that he has to work with the insurance providers to get rates as low as possible; it has to play out. Mr. Wilson went over the last ten years' medical plans and rates he has provided the Town. Mr. Wilson feels that his company is the most well-rounded agency for the Town to pick to represent our needs. Councilwoman Hildebran expressed her appreciation to Mr. Wilson for all he has done for the Town of Valdese.

GLENN WINTERS: Glenn Winters with Glenn Winters Insurance shared with Council that he started in the insurance business about 40 years ago. Mr. Winters started working for Blue Cross Blue Shield and then started his own agency. Mr. Winters has been through many trainings and knows the business very well. Mr. Winters feels that service is the most important aspect of a broker. Mr. Winters gave an overview of his clients in the surrounding area. Mr. Winters shared after looking over the Town's current plan that he would strongly encourage a dual option. Town Manager Seth Eckard said we have had that option in the past, but only a few employees took advantage of it. Mr. Winters also shared that you can do a dual option on the dental plan. Employees could buy up to a \$2,000 maximum if they needed more than the current \$1,000 plan. Mr. Winters explained how the negotiations work for renewals and some of his past experiences. Mr. Winters shared that he has very good relationships with Blue Cross Blue Shield but will always bid out to other carriers for the best rate. Mr. Winters stated that he genuinely cares and does his very best to take care of his clients, and he would do the same for the Town of Valdese. Mr. Winters shared that he and his office will take care of whatever services we need. Finally, there was a brief discussion on when Mr. Winters could provide the staff rates for the budgeting process.

JASON BRADSHAW: Jason Bradshaw with USI Insurance Services shared that USI is a national insurance brokerage and consulting firm with approximately 200 local offices across the United States. Mr. Bradshaw shared that USI Charlotte has been serving the local community since 1979 and listed several Cities and Towns he currently services in North and South Carolina. Mr. Bradshaw shared that he has been with USI for six years, and before that, he worked for Blue Cross Blue Shield for over ten years. Mr. Bradshaw is the Account Executive that would manage the Town. Mr. Bradshaw introduced Jennifer Davis, who is also an Account Manager and would help support Valdese and Shannon Buckner, the Employee Benefits Leader. Mr. Buckner shared that USI Charlotte has a team behind the main team to provide resources such as a Senior Underwriting Consultant, Communication Specialists, Compliance Consultant, Pharmaceutical expert, and a Population Health Manager. Mr. Bradshaw shared that he would create an annual strategy overview for us to know what is coming up each month. Mr. Bradshaw would provide us with a monthly dashboard report that would give us data and constant communication throughout the year. Mr. Bradshaw explained to Council how he negotiates the rates and when we would get our renewal rates.

January 13, 2022, MB#31

Mr. Buckner shared that USI has an advantage because of their relationships with Blue Cross Blue Shield and the amount of business they bring to them. Mr. Buckner explained the importance of having an effective wellness program and employees engaging in preventive care. Mr. Bradshaw shared the different resources for the employees and HR team that include use of a USI mobile app, custom communication tools, on-demand and video content, new hire booklets, and the benefit resource center who provide claim appeals and any other questions or issues the employees have. Mr. Buckner shared that the Town would receive two hours a month in employment legal advice.

DISCUSSION: HR Director Jessica Lail shared with Council that the Admin leadership team was interested in learning more from USI after attending an insurance meeting. Ms. Lail explained that it was suggested to hear from three different brokers, including Valdese's current broker. Council discussed the ten-year relationship the Town has had with current broker Dwayne Wilson and what a great job he has done. In addition, there was discussion on improvements that needed to be made with receiving the renewal rates earlier and past issues with the last open enrollment. Ms. Lail expressed her interest in USI because of the many resources they had for her as a HR Director and for the employees but has worked well with Dwayne Wilson and team. Council suggested staff check with other Municipalities and Burke County to reference Jason Bradshaw with USI. Council will make a decision whether to stay with Dwayne Wilson or change brokers over the next several days. No action or vote was taken.

ADJOURNMENT: At 12:34 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, February 7, 2022, 6:00 p.m., Valdese Town Hall.



Town Clerk



Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
February 7, 2022**

The Town of Valdese Town Council met on Monday, February 7, 2022, 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 Leonard “Charlie” Watts, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Paul Mears

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT:

RECOGNITION OF THE VALDESE TIGERS FOOTBALL PEEWEE TEAM: Parks & Recreation Director David Andersen recognized the Valdese Tigers Peewee team, undefeated 9-0 this past season. The team was present at the meeting and took a picture with Council. Coach, Craig Treadway, thanked the coaches, players, and parents for all their hard work.

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.

PRIORITIES - WILLIAM WALKER, 200 ITALY ST NE, VALDESE: Mr. Walker read the following and provided a copy to the Town Clerk. Comments are verbatim: “Let’s get our priorities right! Not tomorrow of next week. Let’s get them right here and now! My name is Bill Walker. I am a local businessman here in the fine Town of Valdese. My company buys and develops property as well as build and sell new homes. I would like to provide a little context. On Jan. 23rd, 2019 I submitted a site sketch to our town manager, Mr. Eckard for the consideration of a small indoor self-storage facility. In less than 24 hours, I was told that this was not something that Mr. Johnson nor the planning board would consider. Naturally, as a business person, this was not a pleasing answer. Valdese desperately needs the right economic growth. The same growth as our founders such as The Waldensian Hosiery Mill stated in 1901, Valdese Manufacturing started in 1913, and The Waldensian Bakery founded in 1915. I bring this opening event for this reason. Council, and leaders what are your priorities for our fine town? One does not need an accounting degree to understand that our financial obligations verses our yearly revenue will be well out of balance and will be highly over leveraged with unnecessary debt if you choose to move forward with the proposed 6.5 million dollar public safety building. My question is simple. Should we as a town be focused on adding economic growth to our bottom line or adding more long term debt to our balance sheet? A 6.5 million dollar building project is a staggering financial obligation during a time that we desperately need housing, local shops, restaurants, and possibly a bed and breakfast or two. The proposed facility based on sheer size and cost is vastly out of proportion based on our current population and revenue. Lastly, I will add, that my company is now working with a neighboring town to build the self-storage facility similar to what I had proposed to the town in 2019 with no serious road blocks. We need economic development, especially when it is at our doorstep and not more financial debt.”

AFFORDABLE HOUSING – ROGER HEAVNER, 1004 CURVILLE ST NE, VALDESE: Mr. Heavner shared that the Mayor & Council’s goal was affordable housing, and a study was made Morgan Trace. Mr. Heavner shared the results using the same ratio that was completed on Morgan Trace with the Pineburr location. Mr. Heavner explained that if 90 units were built on the Pineburr property over 18 acres, it would add \$98,000.00 town revenue each year, a \$54,000.00 water rate intake at a minimum of \$54.00 a month. Over 40 years, with today’s rates, the Town would take in over six million dollars in revenue rather than the debt from building a Public Safety Building.

February 7, 2022, MB#31

YOUTH & COMMUNITY GROWTH – CAROL BRINKLEY, 1022 CURVILLE ST NE, VALDESE: Ms.

Brinkley read the following and provided a copy to the Town Clerk. Comments are verbatim: "Hello Major Watts and honorable members of the council. My name is Carol Brinkley and I live at 1022 Curville Street, Valdese. I have lived in Valdese my entire life. I am here today to advocate for our youth and our community. *If the council continues to move forward with the building of a new police and fire department of \$6.2 million or more, how will the community continue to grow without raising our taxes?

*I am extremely concerned about our youth 12-18 years of age in the community. I do not feel that they currently have many options to entertain themselves without finding mischief. There are limited things for them to do in Valdese.

*One for instance, is the basketball court at the community center. The youth there have to share the courts with grown adults. I do not feel this is safe for our children. The Tiger gym is also closed and it has been told to me that they cannot open it due to manpower and building maintenance. Another basketball area that has been pushed to the side and neglected are the outside courts between the Old Rock School and Tiger gym. Why do we have a 2nd gym if it's not available to the public? Why haven't the outside courts been replaced since they were built? Does the council have plans to build a 2nd gym, maintain what they have, or just do without as they have since I was a child?

*A 2nd concern I have are the tennis courts that were torn down at McGalliard Falls. Why were the courts torn down without a plan to replace them? It is an eye sore and a dangerous place for our children to play. Does the council have plans to build new courts? Because the courts at the community center are always full. Is this in our current budget?

*A 3rd concern I have are the sidewalks in town. The town has encouraged and supported the development of the walking trail connecting to the McGalliard Park. However, has the town thought about the current sidewalks? There are not any sidewalks leading to McGalliard Falls or to the walking park. It is very dangerous for our youth to walk there or ride their bikes there. How are citizens who do not drive supposed to utilize these facilities? Are you planning on extending the sidewalks? Are you planning on adding bike lanes? Do you have a plan?

*A 4th concern I have are the baseball fields. The town is supposed to maintain these fields for our children and citizens. Currently there are no fields for the older youth. Last time my child played baseball we had to go to Drexel to practice because we don't have fields large enough for the older youth. Does the town have plans to fix what we have? Build new fields or continue to ask citizens to drive to a neighboring town to use their facilities? Is this fair for the tax paying citizens and their children?

*And lastly, I have been and continue to be very upset with the amount of community facilities that are always taken for out of town daycares. The parks and community swimming pool are always so over packed that the tax paying citizens have no room to play. The pool area needs to accommodate the Valdese citizens, not the daycares from other towns.

Thank you council for listening to my concerns and the needs of our youth and our community. I urge you to seek input from our youth and citizens and think about how we can grow, improve, and repair the facilities we have for our youth, their parents, and all of our citizens."

GROWTH & TOWN DEBT – RICK MCCLURD, 408 GARROU AVE SE, VALDESE: Mr. McClurd shared

that as a part of the Pineburr residents, he would rather see housing development versus a Police and Fire department. Mr. McClurd was a part of starting the program VEDIC several years ago and during the process Mr. McClurd got in contact with people that developed housing. Several developers thought the Pineburr site would be good for apartments or a complex like Morgan Trace. Mr. McClurd explained it would bring a lot of tax and water/sewer revenue. Mr. McClurd asked the Council if they want to be the ones that are remembered for creating a lot of debt for the Town or be remembered for creating stability and financially sound Town.

PUBLIC SAFETY BUILDING – DAVID WIESE, 3318 MONTANYA VIEW DR., VALDESE: Mr. Wiese read

the following and provided a copy to the Town Clerk. Comments are verbatim: "A. I hope that at some time during today's meeting the Council can answer the following questions regarding the format for the Feb. 15, 2022 public meeting. 1. Will the public have an opportunity to speak either before or after the presentation, or both? 2. Will individuals be limited to just questions or will comments also be permitted? 3. Will there be a limit on the number of speakers allowed? 4. What will be the time limit per individual? 5. It is to everyone's benefit to have as many citizens attend as possible. Therefore, does the Town plan to advertise the meeting anywhere in addition to the Town website? Such as a public service announcement on the radio or placing an ad in the News Herald? 6. Several folks who plan to attend the presentation have asked if it would be possible to stay after adjournment to discuss the Public Safety Building project with other attendees. Would the Town permit the auditorium to be kept open for an hour or so after the meeting

February 7, 2022, MB#31

has been adjourned to accommodate this gathering? If so, would there be a charge for this, and if so, how much?

B. Regarding the financial data to be included in the information packet, in addition to the repair cost for the existing facility and the construction cost for the new facility, I would hope that at a minimum the data package includes the following cost information: 1. Furnishing the facility 2. Any new technology such as computers, telecommunication and firefighting equipment, etc. 3. Any increases or savings in insurance, maintenance, and utilities, etc. 4. Interest costs over the life of any loans 5. Cost to demo the Pine burr Plant facility, including a hazardous waste remediation, if not already part of construction cost.

C. If we build a new facility, what are the plans for the existing facility?"

COMMUNICATION – GLENN HARVEY, 801 MICOL AVE NE, VALDESE: Mr. Harvey read the following and provided a copy to the Town Clerk Comments are verbatim:

MAYOR AND MEMBERS OF COUNCIL

TOPICS – COMMUNICATIONS, AND RESPONSIBILITY

THE TOWN IS FACING THE LARGEST SINGLE FINANCIAL DECISION EVER
REPAIR OR REPLACE PUBLIC SAFETY BUILDING

Citizens are pleased to learn that updated financial numbers will be presented to us on the 15th.

The only financial information we have received to date was the financing plan for the new building, as presented to election candidates in October.

Let me start by citing points from the August 6, 2018, T C Meeting:

1. Fire Chief Charlie Watts requested permission to proceed with short-term repairs to the public safety building for \$149,500 – rejected by Council.
2. Chief Watts shared that Option A would be a long-term fix, that with proper maintenance, could be effective for up to 50 years. BTW – “Option A” was estimated to cost \$700,000, in 2018.
3. Mayor Black acknowledged that Council had reached a consensus, wishing to pursue Option A, and requested to continue this discussion at the next meeting when staff has more definite numbers and details for this option.

The discussion was not continued at the “next meeting” which would have been September 2018.

The subject was not addressed at a Council meeting, for another two years. Then, suddenly, at the September 2020 meeting, Council approved a contract with an architectural firm to design a new building, at a starting contract amount of \$445,000. Since then, we learned about the site purchased for the building on Pineburr next to a residential area.

With each step since August 2018, all indications have been that the issue is STAFF- DRIVEN and the only direction has been towards a new building.

Nothing makes it clearer that the Town Council is not leading the process, than reading reports on the Town website and as “The Town” had published in Friday’s edition of the News Herald. In each report – the direction given to citizens is not to discuss this matter with the officials whom we elected, but to take our questions to town employees.

Further, and to the chagrin of many citizens, in each report, we read that citizens are spreading false rumors about reduction in services and programs.

I respectfully request that the Mayor and Town Council make it clear to citizens that you are solely responsible for this decision. And, further, that you offer to take questions from your constituents – directly – rather than referring them to your employees. I further request that “The Town” not cast aspersions on citizens through unfounded claims, such as false rumors being spread.

Among the dozens of citizens with whom I am in communication, the only information we have regarding the cost of the proposed building was in the financing plan given to candidates in October, prior to the election. That plan did not even mention a cost for repairing the existing building. It dealt only with a new building – estimated to cost \$6.2 million.

That financing plan also suggested the possibility of reduction of four programs to meet payments if a loan greater than \$5.6 million were needed to finance the building.

I offer a fact sheet along with these comments.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JANAUARY 3, 2022

APPROVED SPECIAL MEETING MINUTES OF JANAUARY 13, 2022

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

PUBLIC HEARING FOR BDI ECONOMIC DEVELOPMENT INCENTIVE: Mayor Watts opened the Public Hearing.

Alan Wood, President of Burke Development Inc., shared a brief background on how the Burke Business Park started in 2005. Mr. Wood shared that a company that is looking to build a 500,000 sq. ft. building in lots A, B, & C in the park which will cover about 23.6 acres of land. This project called "It's About Time" will create approximately 72 jobs, and the company will invest around 35 million dollars. Mr. Wood explained that he is requesting the Town of Valdese to support the project by conveying the approximately 23.6 acres as a local incentive. Mr. Wood stated that there is still a lot of land left; this would take 23 out of 83 total acres.



February 7, 2022, MB#31

TOWN OF VALDESE
NOTICE OF PUBLIC HEARING
ECONOMIC DEVELOPMENT INCENTIVE
February 7, 2022 - 6:00 P.M.

Notice is hereby given that the Valdese Town Council will meet in the Council Chambers of the Valdese Town Hall, at 102 Massel Avenue SW, **February 7, 2022, at 6:00 p.m.**, for the purpose of giving consideration to and approving the expenditure of public funds to assist with the location of Project It's About Time located in Burke County. Project It's About Time, a local company proposes to build a 500,000 square foot building at the Burke Business Park in phases. The company would invest approximately \$25M over five years. Approximately 23.6 acres, a market value estimated at \$944,000 would be conveyed to the company as part of a local incentive. The Valdese Town Council believe the project will stimulate economic activity, will result in the creation of approximately 72 new jobs, help stabilize and increase the tax base and create additional revenues in the County.

If reasonable accommodations are needed to participate, please contact the Clerk at 828-879-2117 at least 48 hours prior to the public hearing.

PUBLISH: JANUARY 26, 2022

Mayor Watts asked if anyone wished to speak either for or against the proposed public hearing.

(Someone spoke but did not come to the podium and Clerk was unable to hear the recording.)

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

Councilman Ogle made a motion to approve giving the proposed project the 23.6 acres of land, seconded by Councilwoman Lowman. The vote was unanimous.

INTRODUCTION OF NEW EMPLOYEE: Parks & Recreation Director David Andersen introduced the new Aquatics & Fitness Supervisor, Alex Bustle.

FOUNDATION FORWARD UPDATE: With Foundation Forward, Dr. David Streater and Ron Lewis presented Council with an overview on Foundation Forward and what will be included in Valdese's Charters of Freedom.

FOUNDATION FORWARD
BUILDING
YOUR CHARTERS OF FREEDOM
SETTINGS
Declaration of Independence – U.S. Constitution – Bill of Rights

SETTING v. MONUMENT
WHAT ARE THEY DOING IN THE CAROLINAS ?
RON B. LEWIS, MA
DAVID W. STREATER, Ph.D.

--FOUNDATION FORWARD--
501 (c)(3) NON-PROFIT

Apolitical and Areligious

WORKS OVER WORDS
What is happening in the Carolinas?
AN EDUCATIONAL ORGANIZATION
-ACCESS-
-EDUCATION-
-COMMUNITY-

WHAT IS FOUNDATION FORWARD?

Foundation Forward is a **non-profit education project**. It is an organization that builds *Your* Charters of Freedom Settings in communities across the country.

Our Passion is to provide easy and open Access for all to visit these founding documents:
Declaration of Independence
United States Constitution
Bill of Rights.

Our Vision is to provide this Access and Education in all communities across the United States of America.

Our Goal is to educate people and preserve American history.



The National Archives; Washington, DC



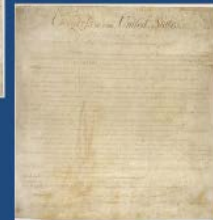
The Rotunda for The Charters of Freedom



Declaration of Independence



United States Constitution (First Page)



Bill of Rights

FOUNDING FATHERS ON EDUCATION

• BENJAMIN FRANKLIN

Author, Musician, Printer, Political Theorist, Politician, Postmaster, Scientist, Inventor, Sage.



• THOMAS JEFFERSON

Third United States President, Author of The Declaration of Independence, Farmer, Inventor, BusinessPerson, Manufacturer.



BEN FRANKLIN AND THOMAS JEFFERSON THEIR IDEAS FOR EDUCATION

PRIMARY LEVEL: Teach our youth how to function in life.

- Reading
- Writing
- Math

SECONDARY LEVEL: Teach our youth how to survive in the world.

- Accounting
- Living Languages
- Geography
- **History - Civics and Government**
- Vocations and Trades

THIRD LEVEL: Advanced education.

- Sciences
- Arts
- Professions (Law, Medicine, etc.)
- Culture of Virtue – Knowledge, Mores, and Ethics

BEN FRANKLIN AND THOMAS JEFFERSON
THEIR IDEAS FOR EDUCATION

PRIMARY LEVEL: Teach our youth how to function in life.
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• Vocations and Trades

THIRD LEVEL: Advanced education.
• Sciences
• Arts
• Professions (Law, Medicine, etc.)
• Culture of Virtue – Knowledge, Mores, and Ethics

FOUNDATION FORWARD
ESTABLISHED AS AN
EDUCATIONAL
NON-PROFIT
ORGANIZATION

PROVIDING CHARTERS OF FREEDOM SETTINGS WITH
ACCOMPANING EDUCATIONAL MATERIALS

SCOPE OF PROJECT

Design and build replicas of the Charters of Freedom display as exhibited in the National Archives Rotunda, Washington, D.C. in communities.

The display *must* be **central** and open to the community **24/7**, with high visibility, voluminous **foot traffic**, and easy access for **school children, veterans, and all others.**

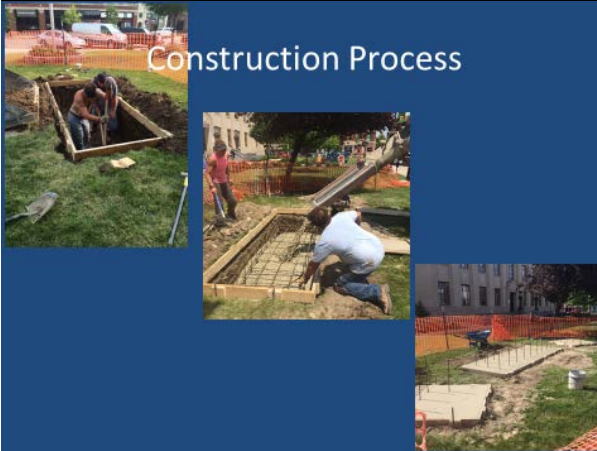
When BUILDING SETTINGS --

Three documents in order--as displayed in The National Archives.

Declaration of Independence on the left;
United States Constitution in the center;
Bill of Rights on the right.



Construction Process



Engineered and Built for 300 – 500 Years



Side displays measure
4'x 4' – Solid Concrete



Middle Display
4'x16' – Solid
Concrete



Document Tray Being Placed and Secured
DOCUMENT TRAY BEING PLACED ON TOP OF
FOUNDATION SUPER-STRUCTURE



The six documents will be original size on 1/4" etched bronze. Each document weighs over 60 pounds and covered by engineered industrial viewing glass.

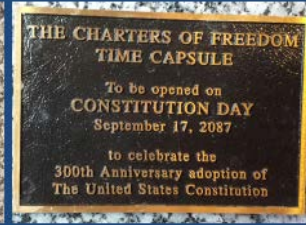


United States Constitution

The Declaration of Independence

The Bill of Rights

TIME CAPSULE – SAFE & PLAQUE



Back side of the setting is a vault with a *Time Capsule* sealed inside. To be opened Constitution Day, Sept. 17, 2087.

TRANSFORMATION OF SITE



BEFORE
Burke County
Courthouse,
Morganton, North
Carolina



July 2014
Burke County Courthouse,
Morganton, North
Carolina

Example of Brick Setting



Burnsville, Yancey County, North Carolina

EXAMPLE of GRANITE SETTING ASHEVILLE, NC



Example of Limestone Setting



Civil Rights – 13th, 14th, 15th, 19th, and 24th Amendments.

Each Setting Has Dedication Ceremony.
Beautiful Dedication Days



4th Pedestal – Far Right

Morganton, NC 2014

- Burnsville, North Carolina
- September 25, 2017

Mike Unruh with Foundation Forward shared that there are 39 Charters of Freedom settings throughout North Carolina and across the country. Mr. Unruh shared that Valdese was going to be the first setting in the United States to have the addition of the civil rights amendments, which will be engraved on a setting next to the Bill of Rights. Mr. Unruh also shared that benches, and flags honoring veterans will be added. Valdese will have the first-ever Foundation Forward Educational Park. The statue of George Washington will be in the center of the park and all the statues will be the size, age, and dress of the founding fathers at the time of the founding of our nation. Other figures will include Thomas Jefferson, James Madison, and John Adams. Mr. Unruh shared that there are sponsorship opportunities to raise money. Mr. Unruh invited Council to the May 6, 2022 dedication for the front of the park. An August dedication will be scheduled for the inside of the Iron Gate.

PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT CLOSEOUT: Mayor Watts opened the Public Hearing.

Lisa Helton, WPCOG Community Development Administrator, reminded Council that the Town applied for funding for Community Development Block Grant and received \$350,600. Ms. Helton shared that grant #17-C-2986 rehabilitated six homes in Valdese. All six homes were low income, five households were elderly, and one was a family. Ms. Helton shared that most of the items addressed were roofing, HVAC, electrical, plumbing, new windows and doors, and painting. Ms. Helton shared pictures of the homes before and after.

February 7, 2022, MB#31

TOWN OF VALDESE
NOTICE OF PUBLIC HEARING
CLOSEOUT OF THE SCATTERED-SITE HOUSING PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT

The Valdese Town Council will hold a public hearing to receive public comment for the closeout of the Scattered Site Housing Project, Community Development Block Grant (CDBG) Number 17-C-2986. This grant rehabilitated 6 houses in the city limits of Valdese. CDBG funds provided 93% of the total expenditures.

The Public Hearing will be held before the Town Council on Monday February 7, 2022, at 6:00 pm in the Town Council Chambers. The Town of Valdese holds all public meetings in accessible rooms. All interested persons are invited to attend this hearing. Auxiliary aids will be supplied to the disabled if requested five days prior to the public hearing. Person needing special assistance or non-English speaking persons desiring to participate in this hearing should contact Jessica Lail, Town Clerk at 828-879-2117 or 1-800-735-0533 (TDD/TTY) for the hearing impaired.

This information is available in Spanish or any other language upon request. Please contact Lisa Helton at 828-322-9191 ext. 281 or WPCOG, PO Box 9026, Hickory, NC 28603 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Póngase en contacto con Lisa Helton at 828-322-9191 ext. 281 or WPCOG, PO Box 9026, Hickory, NC 28603 de alojamiento para esta solicitud.



Publish: January 26, 2022.

Mayor Watts asked if anyone wished to speak either for or against the proposed grant closeout.

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

Councilman Ogle made a motion to approve the community block grant #17-C-2986 closeout, seconded by Councilman Thompson. The vote was unanimous.

PUBLIC HEARING FOR RE-ZONING APPLICATION 1-11-21 PONS/BURKE COUNTY HABITAT & ADOPTION OF THE VALDESE TOWN COUNCIL ZONING MAP AMENDMENT CONSISTENCY STATEMENT: Mayor Watts opened the Public Hearing.

Planning Director Larry Johnson shared the following presentation on the rezoning application #1-11-21 for Leon and Betty Pons & Habitat for Humanity Burke County.

<p>Introduction</p> <p>A joint application was filed November 2021 by Susan Pons (Leon and Betty) and Habitat For Humanity Burke County, to rezoning a total of four parcels. One parcel (lot 1267 Margaret) is under the ownership of the Pons and the three remaining parcels (1275-1287 Margaret) are under the ownership of Habitat For Humanity. The current zoning designation of the parcels is B-2 General Business.</p>	An aerial photograph of a residential area with four parcels outlined in red. The parcels are labeled "Habitat" and are situated along a road. The surrounding area includes other houses, trees, and a parking lot.
--	--

1267 Margaret Street NW Leon and Betty Pons

The 0.74 acre parcel is located between Margaret Street NW and Church Street NW. Vacant and partially wooded, the Pons lot is currently zoned B-2 General Business. The owner has a buyer that would like to build a home on the property.

The Pons parcel is contiguous to M-1 Manufacturing and R-8 Residential districts of the Town and the County's R-1 Residential District.

1275-1287 Margaret Street NW Habitat For Humanity Burke County

The three 0.70+ acre parcels are located between Margaret Street NW and Church Street NW. Vacant, the Habitat lots are currently zoned B-2 General Business. The owner has **not** stated any immediate plans for residential single family development.

The Habitat lots are contiguous to the R-8 Residential District, B-2 General Business District and the County's R-1 Residential District.

Request

**B-2 General Business Zoning District
to
R-8 Residential High Density.**

Zoning Map B-2 General Business to R-8 Residential



**Pons Parcel
(0.74 acres)**



**Habitat Parcels
(0.70+ each)**



Habitat Parcels



Surrounding Land Use and Zoning

**North
R-1 Residential Burke County
Residential Use**



**South
B-2 General Business District
Vacant Building**



**East
R-8 Residential District**



R-1 Residential Burke County



**West
R-8 Residential District
Residential Use**



**West
R-8 Residential District
Residential Use**



**West
M-1 Manufacturing District
Manufacturing Use**



Considerations

- Traffic Impact
- Zoning Use Consistency
- Consistency with The Valdese Vision: Land Use Action Plan for Future

Traffic Impact



Margaret Street NW is identified as a local or minor street residential street. It currently provides ingress and egress for five single-family homes, and a manufacturing plant (By-Design Black Oxide & Tool).

Lydia Avenue NW intersects with Margaret Street NW to provide ingress and egress to the Falls Road Terrace Apartments – 64 units.

Traffic Impact



A traffic study by Valdese Public Works reveals Average Daily Traffic count (ADT) of 52 vehicles per day during a seven day period.

Church Street has capacity for 15,000 ADT, and current at 2,600 per day

Traffic generated from future development of four single-family lots WILL NOT be detrimental to existing traffic volume.

Zoning Consistency



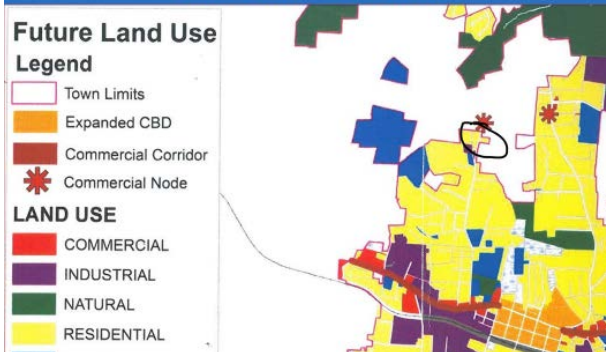
1. The applicants request a zoning designation of "R-8 Residential". R-8 Residential (least restrictive of the three residential zoning districts), accommodates numerous residential uses including single-family, two-family, Class A Manufactured Homes (double-wide) modular and multi-family buildings.

Zoning Consistency



2. The four parcels are contiguous with residential uses and residentially zoned parcels within the corporate limits and the County. A zoning change from B-2 General Business to R-8 Residential will not allow any uses inconsistent with surrounding land uses.

The ValdeseVision: A Land Use Action Plan Future Land Use Map



The Valdese Vision - Land Use Action Plan for Future

The proposed rezoning or map amendment is **consistent** with the Valdese Vision: Land Use Action Plan adopted by Town Council 2014 that established a vision for future growth in Valdese, and constitutes the legal basis for land-use decision making.

Review and Discussion

- Joint application filed in the office of the Planning Director, November 2021
- Request four parcels be rezoned from B-2 General Business to R-8 Residential District.
- The four parcels are vacant and undeveloped
- The four parcels are contiguous with other residential uses or zones.
- Each lot exceeds minimum lot size requirement of the R-8 District (8,000sf).
- Development of the lots for residential uses will have minimal impact on existing traffic along Margaret Street NW and Church Street NW.
- Rezoning petition is consistency with The Valdese Vision: Land Use Action Plan

Additional Notes

- Property owners within 100 feet of the four parcels were notified by first class mail. Two contacted Planning Department. There were no objections.
- A Notice of Public Hearing was advertised in local paper
- Property Posted

Recommendation	
<p>The Planning Board met on January 24, 2022 to consider Application 1-11-21 to rezone four Margaret Street NW parcels, one parcel under the ownership of Leon and Betty Pons and three under Habitat for Humanity Burke County from B-2 General Business District to R-8 Residential District.</p>	<p>The Planning Board considered and adopted a statement affirming the application’s consistency with the Valdese Vision: A Land Use Action Plan for the Future; and recommends approval by Valdese Town Council and Town Council adoption of Zoning Map Amendment Consistency Statement. (7.F New Business)</p>

Mr. Johnson explained to Council that now it is required for Council to approve a Zoning Map Consistency Statement with all re-zonings since adopting 160D.

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

On February 7, 2022, the Valdese Town Council met to consider Rezoning Petition 1-11-21 and receive a recommendation from the Valdese Planning Board. Upon consideration, the Valdese Town Council finds:

1. The four parcels under consideration are identified as R-8 Residential by the Valdese Vision: A Land Use Action Plan for the Future land use map.
2. The R-8 Residential District permits high-density residential development areas. Permitted residential development includes single-family, two-family (duplexes), Class A Manufacturing (double-wide), modular, multi-family buildings.
3. The four parcels are contiguous with residential uses, similar to planned.
4. The lots exceed the minimum lot size requirement of the R-8 Residential District. *The minimum lot size for the R-8 Residential District is 8,000 square feet or 0.18 acres.*
5. Any improvements to the properties will be required to follow all applicable development regulations.
6. Public infrastructure currently in place in the area is sufficient to handle the development possible on the subject’s property. *Public Works identifies waterlines along Margaret Street NW and Church Street NW and a sewer line along Margaret Street.*
7. Development of the lots for residential uses will have minimal impact on existing traffic along Margaret Street NW and Church Street NW. *The average daily traffic count is 56 vehicles per day.*
8. Development on the subject’s property will require adherence to all local, county, and state regulations related to the action to ensure proper protections are provided to surrounding residents and property owners as prescribed by law.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council has found Rezoning Petition 1-11-21 to be consistent with the Valdese Vision: A Land Use Action Plan for the Future and approves the petition.

Charles Watts, Mayor Date

CITIZEN INPUT

A Notice of Public hearing appeared in the News-Herald on January 26, 2022, and February 2, 2022. In addition, adjoining property owners received the hearing notices by first-class mailings. Staff posted the Notice of Public Hearing on the properties.

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, February 7, 2022, at 6:00 p.m., upon rezoning four parcels from B-2 General Business R-8 Residential.

Map Amendment #01-11-21

The Valdese Planning Council will consider an application by Susan Pons and Habitat for Humanity to rezone four parcels located on Margaret Street NW. The parcel can be further identified by Parcel Identification Numbers 2734709872, 2734719090, 2734810104, 2734810206. The applicants request a change in the zoning designation from B-2 General Business District to R-8 Residential District.

At the hearing, all interested persons may voice support or objections to the proposed amendment to the Town of Valdese zoning map. Complete copies of the proposed map amendment and this notice are on file in the Office of the Planning Department at Valdese Town Hall for inspection by all interested citizens until the public hearings. For information regarding the above-listed items, contact the Planning Department at (828) 879-2124.

Interested parties should 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: JANUARY 26, 2022 and FEBRUARY 2, 2022

Mayor Watts asked if anyone wished to speak either for or against the proposed amendments.

(Someone spoke but did not come to the podium and Clerk was unable to hear the recording.)

Phillip Truax – 1260 Margaret St. NW, Valdese: Mr. Truax suggested that if homes were built, that they would put their driveways coming off of Church Street versus Margaret St. NW. Mr. Truax is concerned that it would affect his business if the driveways were on Margaret St. Planning Director Larry Johnson replied that the Town could not tell someone where to put their driveway on their property.

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

Councilman Ogle made a motion to approve the Application #1-11-21 for re-zoning and adopt The Valdese Town Council Zoning Map Consistency Statement as presented, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED AWARD OF BID FOR PERMANENT STAGE AT TEMPLE FIELD: Community Affairs Director Morrissa Angi presented an award of bid recommendation to construct a permanent stage at Temple Field behind the Old Rock School. Ms. Angi shared that the stage would be 20' deep by 30' wide by 2' tall and have a dance floor joining it. The stage will be covered. Staff recommends awarding the bid to the lowest bidder, Houck Contracting, LLC, in the amount of \$53,450.00. (Other bids: Hefner Construction - \$53,500.00 with rock work included by someone else, and Jeff McGee and Brent Lowman - \$55,000.00) Ms. Angi shared the contributors to this project.

Councilman Ogle made a motion to award the bid to Houck Contracting, LLC, in the amount of \$53,450.00, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVED FY 22-23 AUDIT CONTRACT – LOWDERMILK CHURCH & CO., LLP: Finance Director Bo Weichel informed Council that the FY 2022-2023 audit contract was being presented in the amount of \$16,800.00. The fee does reflect a \$490.00 increase due to additional compliance reporting requirements for ARP funding.

Councilman Ogle made a motion to approve the aforementioned contract for the FY 2022 - 2023, seconded by Councilman Thompson. The vote was unanimous.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following Budget Amendment:

Valdese Town Council Meeting	Monday, February 7, 2022
Budget Amendment #	10
Subject:	Donation for Stage project
Description:	To accept a private donation to the stage project behind Old Rock School

Proposed Action:
 BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:
 The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.000	Donations		30,000
Total		\$0	\$30,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.740	Capitail Outlay	30,000	
Total		\$30,000	\$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 approve the aforementioned budget amendment, seconded by Councilman Ogle. The vote was unanimous.

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

Concerts at the Rock presents: Darin and Brooke Aldridge, February 5, 2022 at 7:30 p.m.

Coffee with the Chief, February 10, 2022, 9:00 a.m. at Old World Baking Company

Public Safety Building Workshop, February 15, 2022 at 6:00 p.m. Old Rock School Auditorium. There will be opportunity for public comment, no limit as to how many citizens speak, comments will be limited to five minutes.

Concerts at the Rock presents: Sister Sadie, March 5, 2022 at 7:30 p.m.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle shared that Tiger Gym has not been fixed as they were told in the past. Councilman Ogle shared that the floor is slick and wet. Town Manager Seth Eckard stated that we would look into it and try to include something in the next budget.

Mayor Watts shared that he is sending Thank You cards to the employees on their anniversary date. Mayor Watts shared that he sent 11 employees notes this month and with all combined they had 98 years of service. Mayor Watts was impressed. Mayor Watts also thanked Public Works for their hard work on the snow removal.

ADJOURNMENT: At 7:48 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

February 7, 2022, MB#31

The next meeting is a regularly scheduled meeting on Monday, March 7, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

February 15, 2022, MB#31

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
FEBRUARY 15, 2022**

The Town of Valdese Town Council met on Tuesday, February 15, 2022, at 6:00 p.m., at the Old Rock School Auditorium, 400 Main Street W, Valdese, North Carolina. The following were present: Mayor Leonard “Charlie” Watts, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Keith Ogle, Councilman J. Andrew Thompson and Councilman Paul Mears. Also present were: Town Manager Seth Eckard, Town Clerk Jessica Lail and various Department Heads.

Absent:

A quorum was present. No action was taken.

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

WELCOME: Mayor Watts introduced the Council members and presenters. Mayor Watts shared that no action will be taken tonight; it is just an information session. The recorded video will be on YouTube and the Town of Valdese website.

CURRENT FACILITY REPAIR ANALYSIS & NEW CONSTRUCTION ANALYSIS: Marty Beal, Architect with CBSA presented the following presentation:



Outline

Building Repairs and Accessibility
Building Renovations
Logistics
Operation Requirements
Comparison
Opinion of Probable Cost

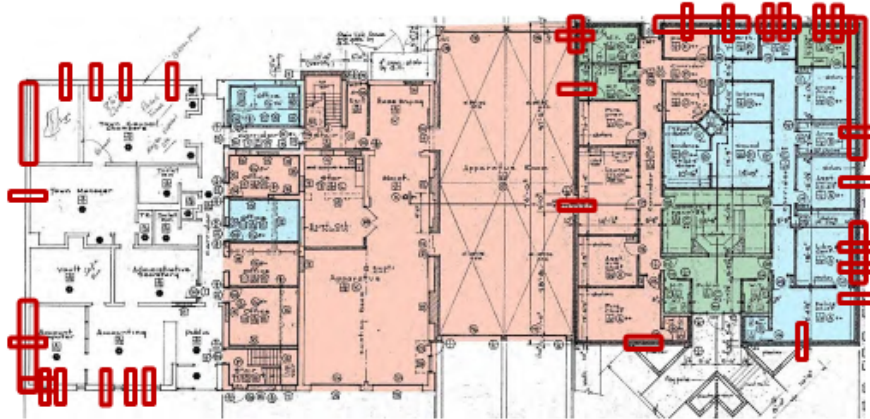
Building Repairs and Accessibility

Wall Cracks
Parapet Exterior
Doors Police
Upgrades Fire
Sprinkler Floor
Drainage Water
Leaks
Accessibility
Toilets
Entrance
Exit
Shower
Elevator

Existing Building



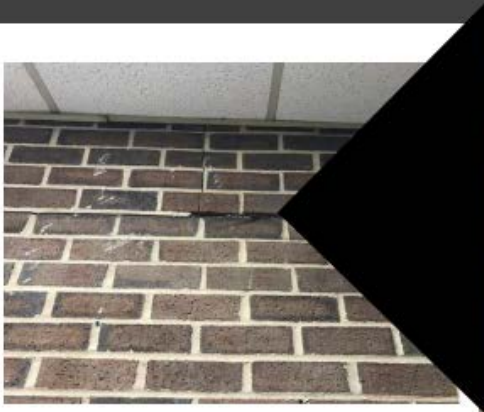
Interior Masonry Wall Cracks



Interior Vertical Wall Cracks (Police)



Interior Horizontal Wall Cracks (Police)



Interior Vertical Wall Cracks (Police)



Interior Vertical Wall Cracks (Police)



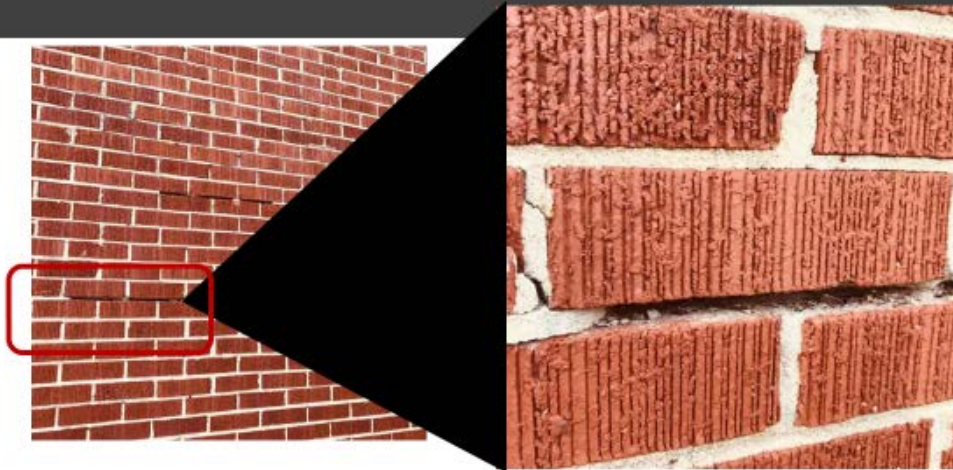
Interior Wall Displacement (Police)

South Wall Previous Horizontal Wall Crack Repair

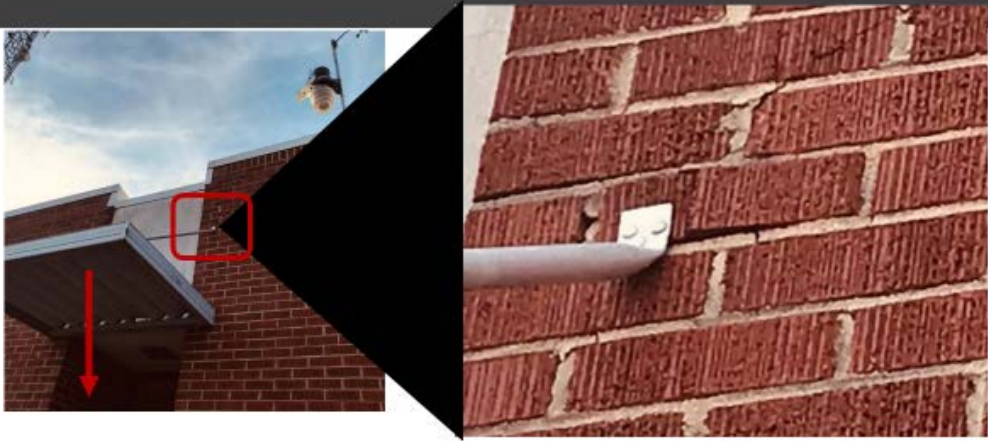


Exterior Horizontal Wall Crack Repair

East Wall Cracks



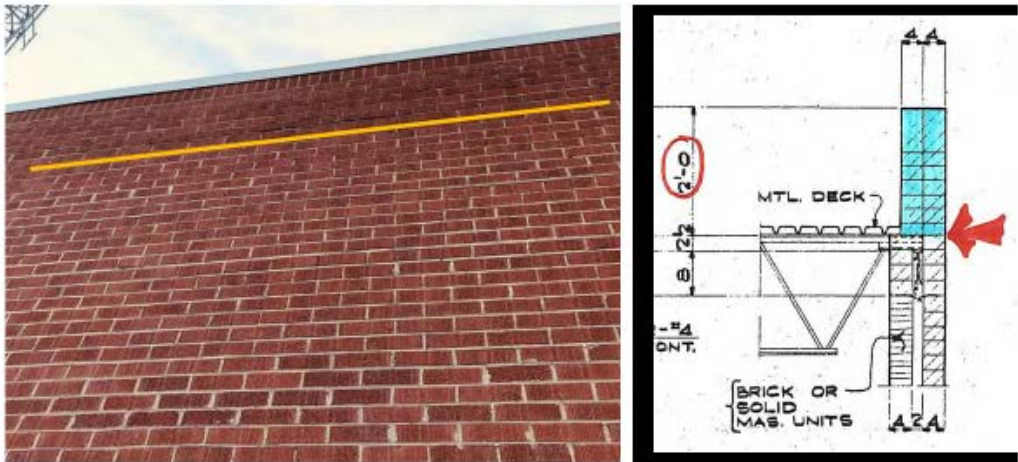
East Wall Canopy/Cracks



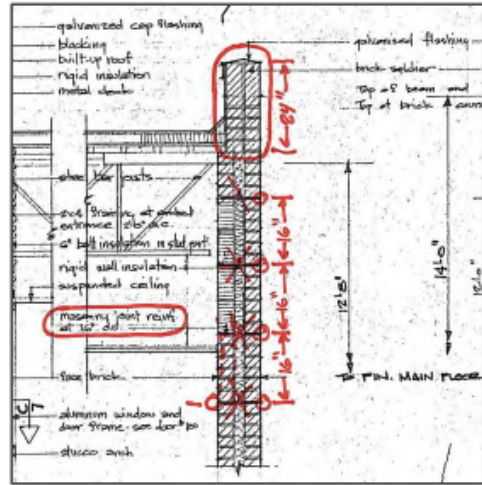
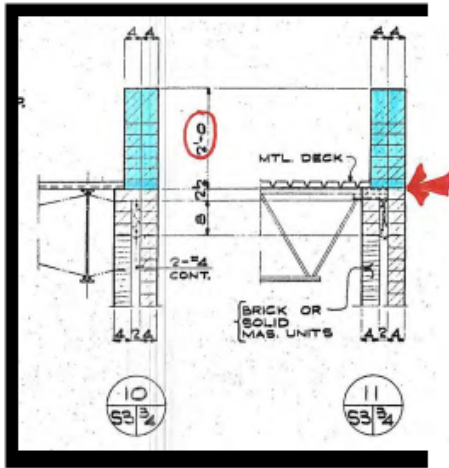
North Wall Cracks



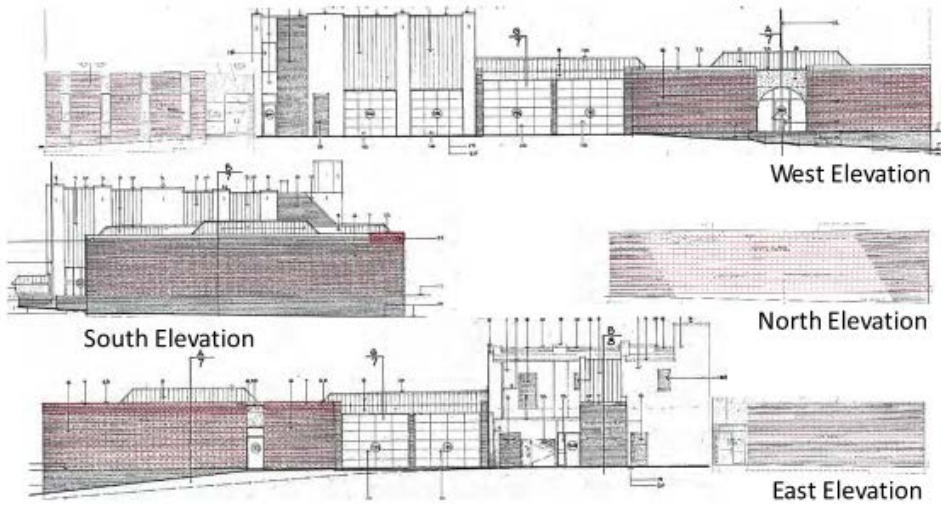
East Wall Parapet



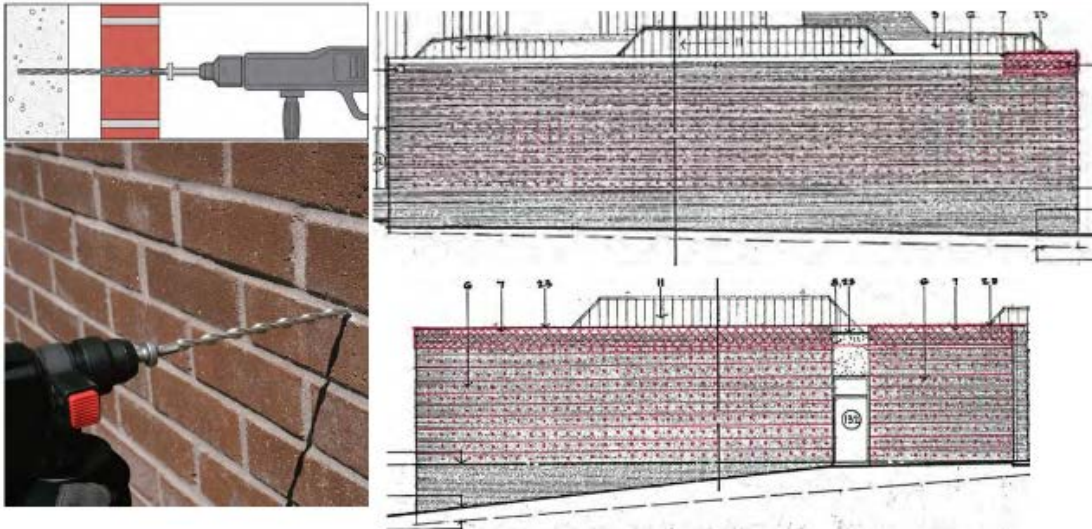
Wall Crack Diagram



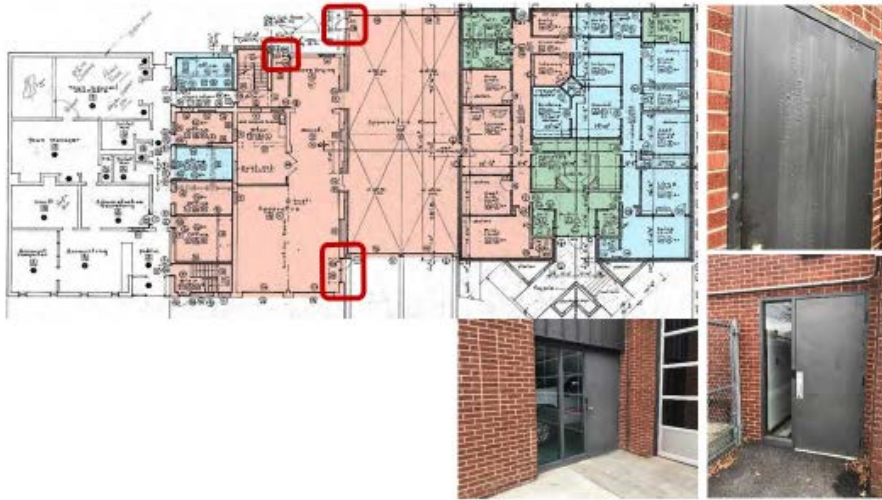
Wall Repair



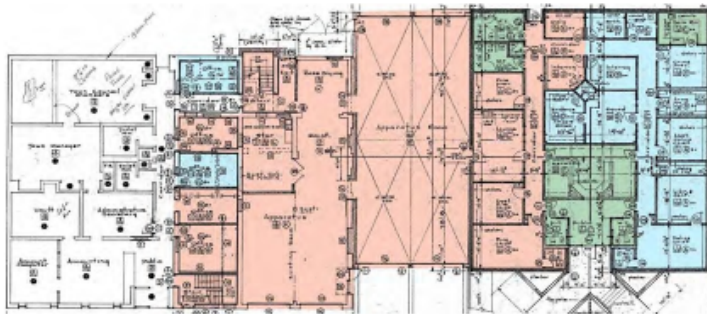
Wall Repair



Replace Exterior Steel Doors & Frames



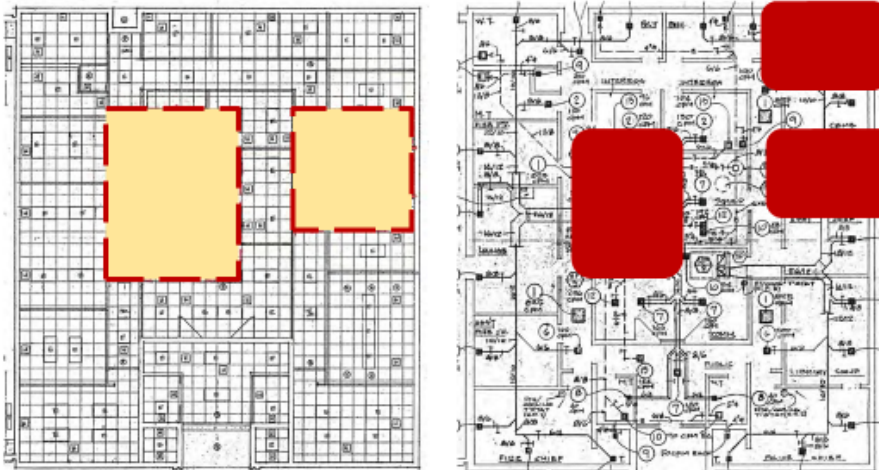
Fire Sprinkler



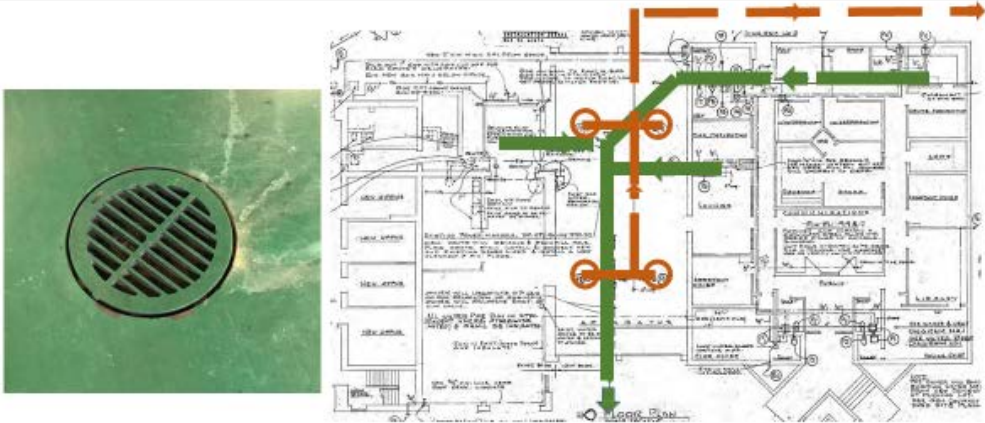
- Full Building Coverage
- Riser Controls
- Backflow/Hotbox
- Fire Water Service
- Fire Alarm
- Monitoring

Police Upgrade / CALEA Requirements

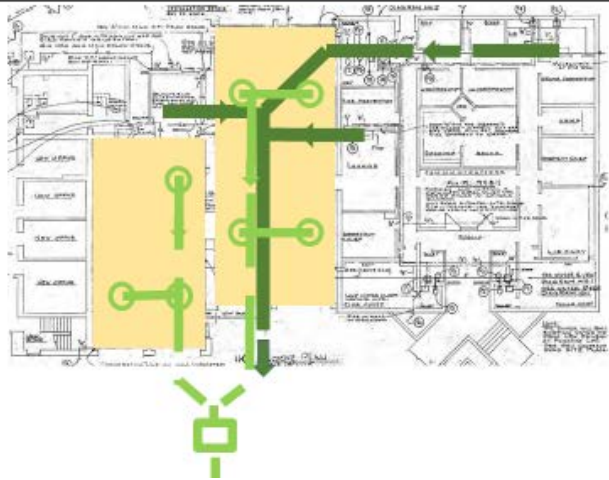
Commission on Accreditation for Law Enforcement Agencies



Building Renovations – Environmental Risk



Building Renovations – New Floor Drainage



Water Leak



Accessibility Renovation – Floor 1



Accessibility Renovation – Floor 2



Building Renovations

Building Renovations

- Replace Exterior Building Sign
- Police & Fire Kitchen Renovation (Shared Space)
- HVAC (Obsolete / Maintenance)
- Plumbing (Maintenance)



Building Renovations

- Upgrade Electrical (Power & Lighting)
- Upgrade Life Safety Exit & Egress Lighting
- Emergency Back-up Power Generator (Partial)



Building Renovations

- Steel Bracing Frames (Category 4 Essential Facility)
- Asbestos Abatement
- Interior Finishes (Floors, Walls, Ceilings)



Building Renovations

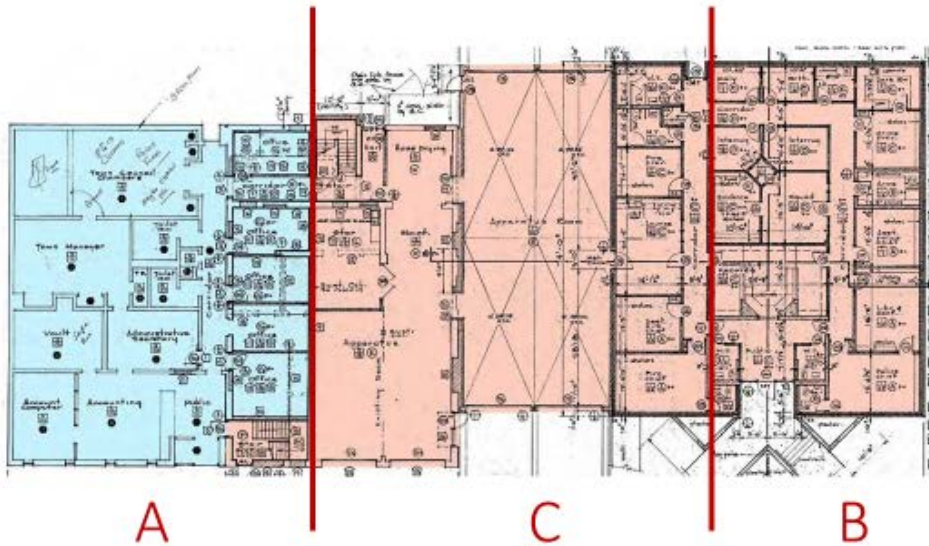
- Apparatus Bay Floor Finish
- Apparatus Bay Vehicle Exhaust System
- Replace Existing Windows
- Police & Fire Office Renovations



Relocation During Renovation

Phase Renovation to Reduce Relocation

Logistics



Logistics

Operational Requirements

Overview of Existing Facility Problems

- The 42-year-old & 95-year-old buildings are overcrowded and *do not support efficient or safe fire and police operations.*
- These problems *compromise ability for services to be delivered to the public in a safe, secure, and efficient manner.*
- Many functions are required to *share small & crowded spaces.*
- There is *limited opportunity* for internal training, community activities, and many other functions.
- The building in question is a combination of three structures. Cracks are present in most exterior walls. Cracks seem to be worse in the 1978 addition (police) and moving towards the fire department, but *the entire structure is compromised.*
- Instead of there being a single storage area, items are *separated into several small storage areas.* SCBA compressor gear storage, and ice machine are located within the Apparatus Bay. *Truck exhaust creates risk for contamination.*
- Turn-out gear storage within Apparatus Bay. *Truck exhaust creates hazardous contaminants.*
- Lack of sufficient areas for Storage Support is *forcing the diversion of some Apparatus equipment, materials and supplies to improvised locations, impairing operational efficiency.*
- The Fire & Police Departments *do not have a Fitness/Exercise area.* Employees must leave the station to travel to a gym. The public gym is not always open during times that firefighters can attend and does not have after hours access.
- There is very little hands-on training that can be completed at existing building.

Overview of Existing Facility Problems

- The Dayroom is only big enough for two people so when extra personnel are on duty there is not room. *This does not support efficient fire and police operations.*
- The *Fire Sleeping area is too far away from the bays and located on a second level.* The existing facility has *one large sleeping area* which is not ideal when you have a *combination of female and male employees.* Only one bathroom and shower in the sleeping area.
- Lockers are insufficient in number and size.*
- The Administration offices are small and spread in the facility.
- One workstation for all the Patrol officers and is not sufficient.*
- Storage space which is located in the different building.*
- Administrative support lacks space for conference room, interview rooms, supply storage, file cabinets, copy machine.*
- Patrol functions lack needed grouping for operational efficiency.*
- The existing Police facility lacks Report Writing space.*

Overview of Existing Facility Problems

- ❑ *The existing Police do not have a dedicated Roll Call room. Spaces are not large enough for all personnel involved in shift briefings.*
- ❑ *Police Training is conducted off-site. **Certain training needs are better conducted in-house.***
- ❑ *The Police Department lacks a Locker Room with sufficient space to accommodate officer uniforms, personnel equipment, boots, and other needed items.*
- ❑ *The Police Department do not have an arrestee Processing/Holding area.*
- ❑ *Absence of a Sallyport for prisoner transfer at the Police facility is brings with it a serious security risk.*
- ❑ *Evidence Storage is overly congested and operationally inefficient due to the existing building space. Evidence storage with sensitive evidence items is accessed from the Break Room, and some evidence lockers are located in the Break room due to the lack of space.*
- ❑ *Evidence Storage and evidence related areas lack Pass-through lockers, Bag and Tag area, separation of the Drug, Valuable, Weapon storage. Evidence Storage has no logging system.*
- ❑ *Break Room is too small and lacking in needed features, i.e., sink, oven, dishwasher, microwave, refrigerator, icemaker, and sufficient vending machines. All these features are presently located in the Kitchen on the Fire Department side. It is very insufficient in location for required access and in needed features.*

Overview of Existing Facility Problems

- ❑ *The entire Fingerprint and photo ID area lack secured separation from civilian use.*
- ❑ *Central location is needed for printer, copier, scanners, fax, and shredder*
- ❑ *Storage areas are located outside of the building, and this restricts access on a daily basis. Each Police Department unit requires storage for different purposes. Among the needs are archival storage, equipment/supplies .*
- ❑ *Functionality of the **Records Division** is to work as a large open space with individual work areas. Administrative Assistant serves two Departments Police and Fire. Existing support areas currently in dire need additional space with no means for expansions in the present building configuration.*
- ❑ *Lobby is overly congested and operationally inefficient due to the existing building space availability and configuration.*
- ❑ *Rear of the police department is unsecure in the parking lot. Anyone can enter Police Parking lot in the rear of the department. Police employees must enter through traffic into the parking lot even though there are signs. Officers cannot see if anyone is outside the door before exiting the building. The rear door has no way of observing what or who is on the other side. No camera system is in place. No surveillance ability is provided. Police parking does not have a secure fenced parking lot.*

Comparison

AREA SUMMARY COMPARISON				
	Existing Building	20 Year Need	Schematic Plan	
A. Police Department				
A1	Administrative	306	722	187
A2	Records	300	338	272
A3	Investigative	0	103	147
A4	Patrol	508	772	607
A5	Break Room	306	200	240
A6	Vehicle Holding	158	838	508
A7	Ballroom	0	880	800
A8	Property / Evidence	153	480	526
A9	Locker Rooms	0	890	577
A10	Storage	544	890	518
B. Fire Department				
B1	Administration	800	800	881
B2	Operations - Work Area	73	150	180
B3	Operations - Support Areas	304	1360	1307
B4	Locker Rooms / Toilets	86	338	515
B5	Apparatus Bay	3274	5400	5430
B6	Support Storage	1300	1408	1238
C. Shared Areas				
C1	Lobby	206	712	530
C2	Training Room	86	1754	1217
C3	Patrols	0	790	404
D. Subtotal				
		13055	19424	16801
E. Dept. & Building Services Factor				
		6783	4060	3621
<small>includes equipment & wiring provision, mechanical & electrical areas, building structure, and exterior storage.</small>				
F. Total Gross Square Footage		19818	26204	24482
		Deficient	(9986)	(7604)
			-38%	-31%

Comparison
 >30% Deficient

Building Comparison




Existing
16,818 sf
(7644 sf)

Second Floor



First Floor

Proposed
24,500 sf

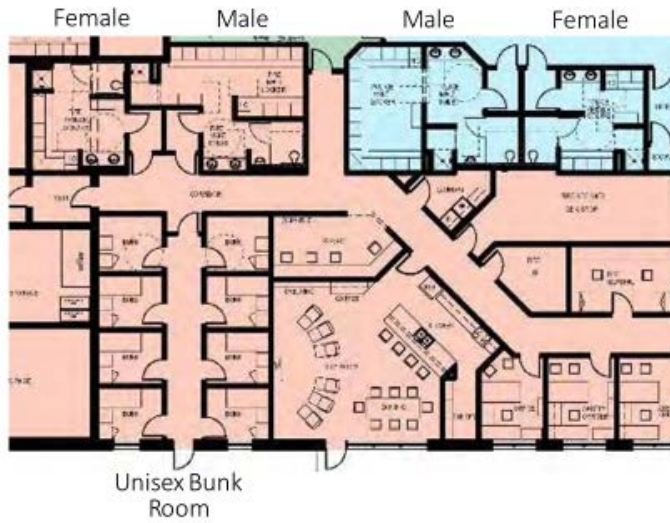


First Floor



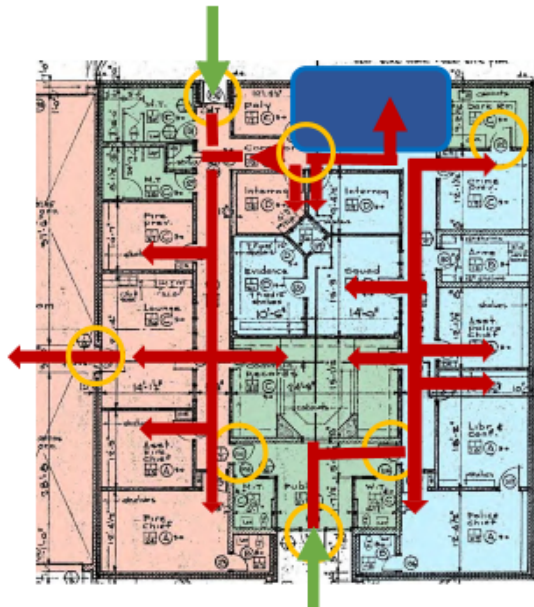
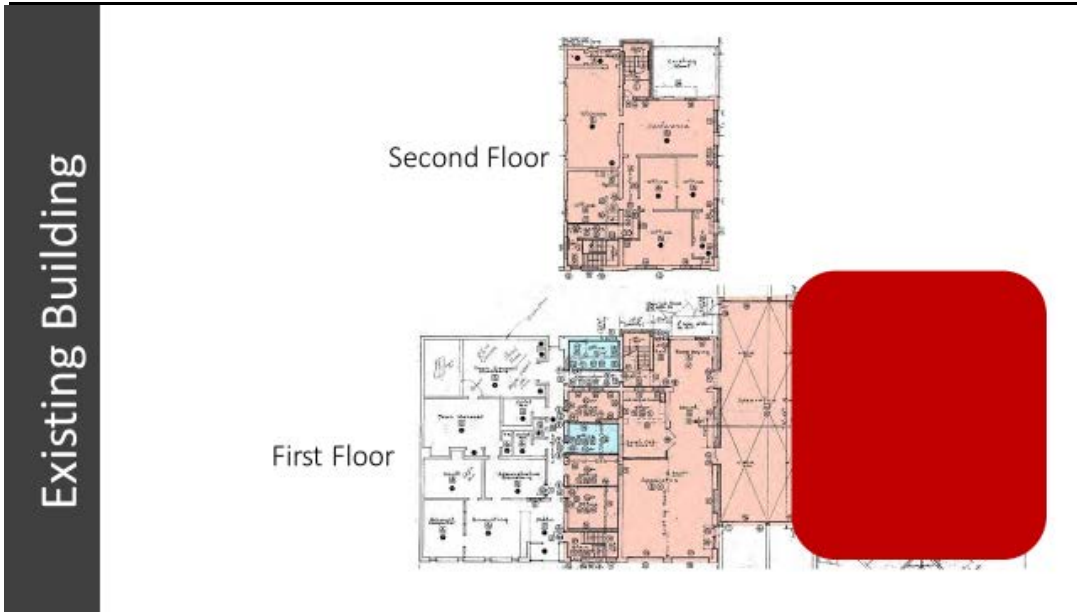
Gender Separation

Separate Bunk Room & Locker Room



Gender Separation

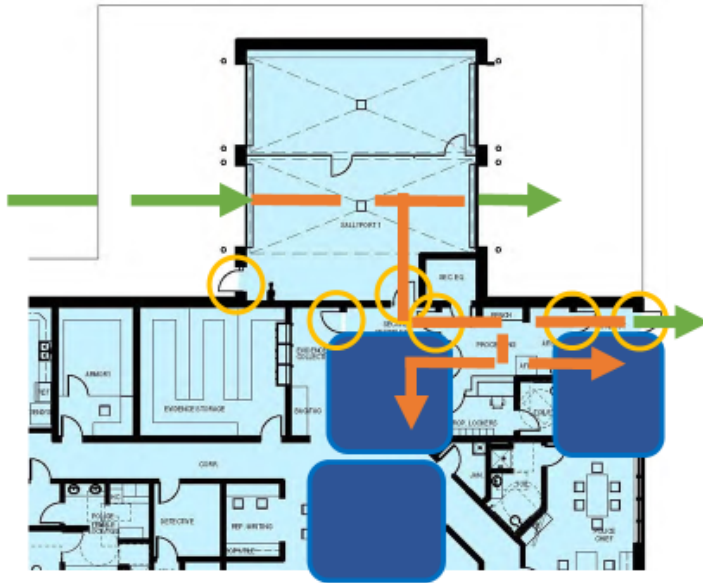
Separate Bunk Room & Locker Room



Security Safety Risk

Existing Police Processing

Proposed New Facility



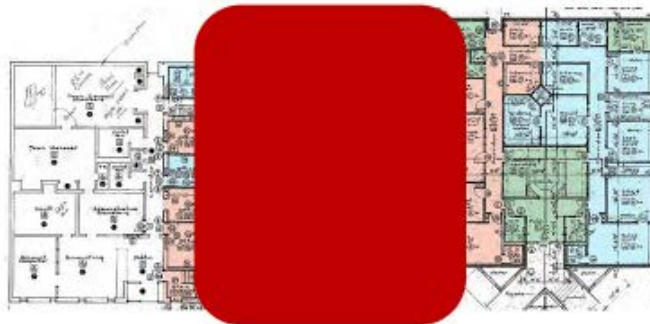
Reduce Risk:
Secure Processing & Holding

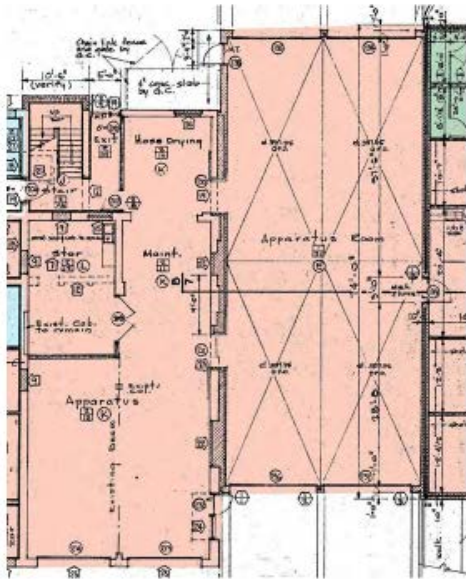
Existing Building

Second Floor



First Floor





Health Risk:
Existing Condition

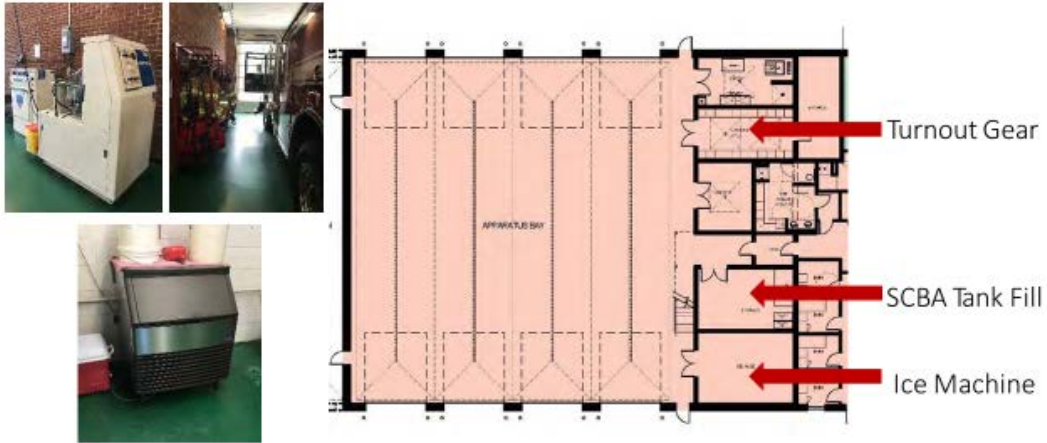
Vehicle Exhaust Contamination



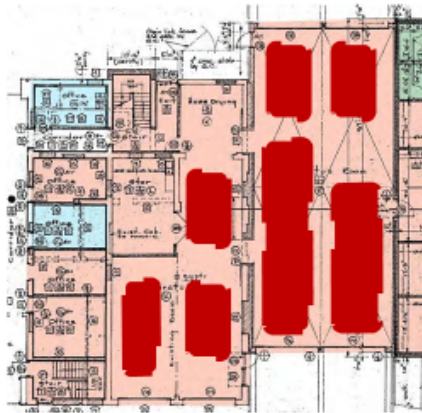
Proposed New Facility



Proposed New Facility – Isolated Storage



Existing Facility – Fire Truck Bays



- (2) drive thru bay (15'-0" x 70'-0")
- (2) back-in bays
- Store (7) vehicles
- Limited Flexibility (30'-0" x 70'-0")
- Retrofit Vehicle Exhaust & Ventilation
- Storage remote from Bay

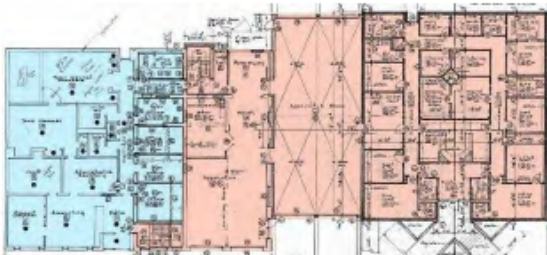
Proposed New Facility – Fire Truck Bays



- (4) drive thru bay (20'-0" x 80'-0")
- (8) back-in bays
- Store (8) vehicles & (1) trailer
- Greater Flexibility (80'-0" x 80'-0")
- Equipped w/ Vehicle Exhaust & Ventilation
- Storage adjacent to Bay
- Tilt Cab

Opinion of Probable Cost of Construction

Existing Building - Opinion of Probable Cost



16,818 sf
\$6,484,199

Renovation Cost
Soft Cost
Furnishing & Equipment
Temporary Structure Cost (Relocation)
Includes NC State Grant

New Building – Opinion of Probable Cost



24,500 sf
\$7,048,050

Building Cost
Site Development Cost
Soft Cost
Furnishing & Equipment
Includes NC State Grant

FINANCING PLAN: Finance Director Bo Weichel presented the following presentation:

VALDESE PUBLIC SAFETY FACILITY

FINANCIAL OVERVIEW

FINANCIAL OVERVIEW

- Regulations
- Debt
- Economic Outlook
- Financing Comparison

HOW ARE TOWN FINANCES REGULATED?

- General Statutes
(Local Budget Fiscal Control Act – Section 159)
- Required to receive an annual audit
- Various reporting requirements throughout the fiscal year
- LGC (Local Government Commission) is a department of the State Treasurers Office. Authority of all local governments throughout the State.

LGC Must approve debt for the unit of government before obtaining a loan

HOW ARE TOWN FINANCES REGULATED?

- Town must follow GAAP (Generally Accepted Accounting Principles)
- Under GAAP, the Town must follow FUND ACCOUNTING

General Fund

↓

Fire & Police

Utility Fund

GENERAL FUND DEBT

	Annual Payment	Years Remaining
Fire Engine (USDA)	26,908	2
Fire Ladder Truck (USDA)	52,761	16
Trucks & Equip-Street (Truist)	53,743	4
Town Hall (USDA)	88,878	29
Splash Park (USDA)	19,483	36
Patrol Vehicles (Truist)	18,471	3
Total	260,244	
Debt to Budget Ratio	4.28%	

GENERAL FUND VS HOUSEHOLD DEBT RATIO

Per the U.S. Census Bureau (www.census.gov) for BURKE COUNTY:

- Median Household Income = \$44,557
- Median Monthly Mortgage = \$693 (\$8,292 per year)
- If a mortgage was the only debt within the household, then the debt ratio for a median household in Burke County would be 8,292 / 44,557 = 18.61%

This does not include any other debt such as credit cards or vehicle loans

Current Town Debt

4.28%

Burke Median Household Debt

18.61%

LEGAL DEBT MARGIN

North Carolina General Statutes (regulated by the LGC) limits the amount of debt that a unit of government can issue to 8% of the total assessed value of taxable property located within the Town's boundaries.

For 2021, the legal debt margin for Valdese is \$25,987,838

Combining the General and Utility fund outstanding debt amounts to \$10,348,915

Currently using 40% of the allowable debt margin per State guidelines

ECONOMIC OUTLOOK - LOCAL

CURRENT PROJECTS

	Tax Value
Pine Crossing	\$ 9,800,000
Tron Place	8,000,000
Historic Valdese Weavers Mill	12,000,000
2021 Residential Construction	5,503,874
Total	\$ 35,303,874
Tax Revenue	\$ 192,406

FUTURE PROJECTS

Lakefront Subdivisions
Valdese Bluffs
Edelweiss subdivision

ECONOMIC OUTLOOK - NATIONAL

DELAYING WILL INCREASE COSTS

- Economists anticipate GDP growing nearly 4% in 2022
- Ongoing tense relations with China pose material availability/cost risk
- Increased wages and shortage of labor for construction companies
- Federal Reserve interest rate hikes through 2022

FINANCING COMPARISON

	New Construction	Renovation
Loan Amount	7,048,050	6,484,199
Term of Loan	40	40
Rate	2.25%	2.25%
Annual Payment	269,076	247,550

Either Option Will Not Require a Tax Increase or Cuts to Existing Services

BREAK

OPEN FORUM/PUBLIC COMMENT: A comment, question, and answering session were open to citizens that wanted to speak. Including the Council members, Fire Chief Greg Stafford, Police Chief Jack Moss, Finance Director Bo Weichel, Architect Marty Beal, and RJ Mozeley with McGill Associates were available to answer questions.

Various citizens had concerns with the town's debt and how this project would increase that. Many of the citizens were concerned with the proposed location of the new construction since it was in a residential area and the noise level of the sirens. Fire Chief Greg Stafford shared that the public entrance and main police entrance would be off Pineburr. The fire trucks will exit on calls on the north side of the facility onto Ribet Ave. Chief Stafford would not see why they needed to activate the sirens until they hit Carolina St. Other citizens that spoke were in favor of building a new public safety building and had concerns with the safety of the current building.

Mayor Watts thanked everyone for attending the workshop, whether for or against the project. Mayor Watts shared that he was happy to see that citizens were interested in their government.

ADJOURNMENT: At 9:10 p.m., there were no additional comments or questions from the citizens, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, March 7, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
MARCH 7, 2022**

The Town of Valdese Town Council met on Monday, February 7, 2022, 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, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilman Paul Mears, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: None

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: 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.

PUBLIC SAFETY BUILIDING – DR. ROBERT STEVENSON, 1009 CREEKSIDE DR., VALDESE: Dr. Stevenson shared that he is very proud of Valdese and our services we offer. Dr. Stevenson shared that Valdese is in the top 10% of the citizens' safety from crime. Dr. Stevenson said if we want this to continue, we need a safe and secure facility for our staff to work in. Dr. Stevenson does not think the Town should sell the Pineburr Property as requested by an LLC. Dr. Stevenson feels that a new facility will help with the recruitment and retention of employees and does not think we should delay in action.

PUBLIC SAFETY BUILIDING – GLENN HARVEY, 801 MICOL AVE NE, VALDESE: Mr. Harvey read the following and provided a copy to the Town Clerk. Comments are verbatim:

March 7, 2022, MB#31

TOWN COUNCIL MEETING – MARCH 7, 2022 Glenn Harvey

Mayor and members of Council...

Will you please remove the Feb 15 minutes from the consent agenda and correct the minutes with a reference to the petition that was submitted to the Town Clerk? Those 80 residents who live near the proposed property site, feel that they need to be heard.

NEXT, REGARDING ITEMS I SUBMITTED – BUT HAVE NOT BEEN ACKNOWLEDGED.

- Copy of petitions with 250 signatures; will that be cited in these minutes as matter of record?
- Facebook report regarding thousands of residents who support the renovation option.
- Email exchange with the Finance Director regarding payments to the architect.
- My letter to Mayor, on behalf of a private investor's offer to purchase the 18 acres Pineburr site for its tax value of \$312,000; with OTP and 10% EMD check to town attorney?
- Council members are you aware of any other parties expressing interest in that property?

NOW, FOR THE QUESTIONS THAT ARE ON THE MINDS OF SO MANY CITIZENS...

HOW DID WE GET HERE – WHY IS OUR TOWN MANAGER SINGULARLY FOCUSED ON NOTHING EXCEPT THE COSTLIEST OF ALL POSSIBLE FACILITY SOLUTIONS - HOW CAN WE GET OUR TOWN BACK

- Let me read a sentence from tonight's agenda package that sums up the misinformation – "As council is aware, the Town has been evaluating options for the future of the Public Safety Building since 2018" – what could be farther from the truth?
- In 2018 the Town developed the Action Plan that is on the Town website. It cites 49 items that were considered but – ZERO mention of public safety building. In August 2018, Mayor Black announced that the TC consensus was to repair the PS Bldg – for estimated cost of \$700,000 – would take up at next meeting when staff has more details.
- From that point until today, the staff has run with an apparent obsession for a new building, recommending an architecture design contract, recommending purchase of land, spending \$170,000 to have architect develop estimates – THE ONLY OPTION CONSIDERED SINCE.
- This Town Council and all of us citizens have been barraged with false, misleading, and biased information. One of you reported in July that the manager assured you that an architect was not designing a new building, whereas the finance director reported that we had paid \$80,000 to the architect who is designing the new building.
- The biggest lie was the promise that all options and data would be presented at the public workshop on February 15. Instead, we were bombarded for over an hour on details about why the existing facility needed to be repaired – something no one questioned.
- Then, the presentations got worse... The architect who had a half-million-dollars contract at stake, presented a smoke screen of badly inflated numbers –\$20k private toilets for each "chief" – an elevator over \$300,000.
- Then, to push the renovation estimates higher, he loaded another 37 to 42% of contingencies on top of his estimates.
- Then, he added another 10% of design charges on top of the first 10% design charges for a total of almost \$800,000 design costs for renovation – almost twice the new building design cost.
- The architect tried to sell us a temporary storage building for \$1.2 million.
- And then, staff tried to tell us - all of this will be paid for by new property taxes from projects that have not yet been built.
- Finally, council members, has the staff told you, as they told me, that we owe the architect another \$275,000 on his contract. IF SO, WRONG – 7-days' notice, without cause, zero – nada – termination fees.

COUNCIL MEMBERS, THIS MUST STOP – PLEASE TAKE OUR TOWN BACK

PUBLIC SAFETY BUILDING – RICK MCCLURD, 408 GARROU AVE NE, VALDESE: Mr. McClurd is concerned about the amount of pressure put on the Town Council to vote positive for this project. Mr. McClurd shared handouts of a property tax card of the Waco Community Fire Department. This building does not include the Police Department. Five years ago, after the building was finished, it cost \$1,130,000 with five bays. Mr. McClurd also shared that some other developer is interested in the Pineburr Mill building and asked if Council knew. Mr. McClurd does not have a problem building a new construction but feels we need more time and should push the project out.

PUBLIC SAFETY BUILDING – DAVID WIESE, 3318 MONTANYA VIEW DR., VALDESE: Mr. Wiese shared that the citizens have entrusted Council with their hard earn money and does not need to waste it. Mr. Wiese feels this project is grossly overdesigned. Mr. Wiese feels we should address the safety aspects, evaluate the Fire Department's needs, and be mindful of our citizen's tax dollars.

PUBLIC SAFETY BUILDING – BROOKE HEAVNER, 207 FOREST DR., VALDESE: Mr. Heavner asked Council why the third option to repair the current facility was not presented. Mr. Heavner feels this could

March 7, 2022, MB#31

be an option until we have the money to build a new facility. Mr. Heavner is not against building a new facility but felt that should have been an option presented to the Town public meeting. Mr. Heavner feels there should have been more transparency. Mr. Heavner thinks we should wait until we have the money to build.

PUBLIC SAFETY BUILDING – DEBBIE BRADLEY, 119 MORGAN TRACE DR., VALDESE: Ms. Bradley shared that recruitment and retention are critical to a Police and Fire Department. Ms. Bradley shared that with all the new apartments coming to Valdese, it is essential to have our services in Police and Fire to handle the volume. Ms. Bradley asked Council not to kick the can down the road.

PUBLIC SAFETY BUILDING – SUSAN WILLIAMS, 148 LADY SLIPPER LANE, VALDESE: Ms. Williams shared that the Police drive through her community, and the Fire Department has had to visit their house. Ms. Williams shared that the presentation from Marty Beal was an eye-opener and she could not believe that the current building was in that bad of shape. Ms. Williams is embarrassed that our staff has to work in such horrible conditions. Ms. Williams hopes that Council votes right and is not influenced by misinformation. Ms. Williams asked Council to move forward with a new building as soon as possible.

PUBLIC SAFETY BUILDING – NANCY TUCKER, 210 FOREST DR. NE, VALDESE: Ms. Tucker expressed her concern about the retention and recruitment of the employees. Ms. Tucker feels that a modern workplace will honor our public safety employees. Ms. Tucker feels a new public safety building is the most logical answer.

PUBLIC SAFETY BUILDING – CINDY STEPHENS, 505 PINEBURR AVE, VALDESE: Ms. Stephens has lived in Valdese for 31 years and lives across from where the Public Safety building is planning to go. Ms. Stephens feels that the Town Council thoroughly researched this property. Ms. Stephens feels the new building and location would be an asset to our town. Ms. Stephens supports Town growth and the apartments planned to be developed. Ms. Stephens asked Council to do the right thing and thanked the Council for the job they are doing.

PUBLIC SAFETY BUILDING – JEAN MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole shared that this is a perfect Town and has lived here for many years. Ms. Cole feels that the proposed location is not an ideal place but does feel the employees deserve a new facility. Ms. Cole has a concern that the taxes will increase. Ms. Cole wants to make sure the police presence remains downtown.

PUBLIC SAFETY BUILDING – ROY SWEETZ, 1110 TANGLECLIFF ST. SE, VALDESE: Mr. Sweetz shared that being on Council until recently, he knows about all the options. Mr. Sweetz shared that Valdese is allowed up to 30 million dollars in debt by the Local Government Commission and feels we can afford a new Public Safety Building. Mr. Sweetz does not feel waiting to build will help anything, and we should build now. Mr. Sweetz feels repairing the current facility will leave us with a too-small facility and urges Council to vote for a new building.

PUBLIC SAFETY BUILDING – MARY ELLEN WIESE, 3318 MONTANYA VIEW, VALDESE: Ms. Wiese asked Council to ask themselves a question. How is this debt going to impact all of the citizens of Valdese? Ms. Wiese shared that she spent a Saturday in the Pineburr/Ribet area, and not one person had an idea about the new facility going on Pineburr. Ms. Wiese feels that it is foolish to take this amount of debt on at this time.

PUBLIC SAFETY BUILDING – W.T. SORRELL, 102 OAKLAND CT, VALDESE: Mr. Sorrell acknowledged the amount of time the Council has to put into serving the Citizens and thanked each member. Mr. Sorrell was impressed with all the information given at the public meeting. Mr. Sorrell shared that he was surprised that it was not much more in price to build a new building versus repairing the current facility. Mr. Sorrell feels that Council has done its diligence in researching this matter.

PUBLIC SAFETY BUILDING – CARLA BERRY, 204 COLOMBO ST., VALDESE: Ms. Berry lives right off Main Street and shared that in the 11 years she has lived there, she has not been bothered by the sound. Ms. Berry shared that she is thankful when she does hear a siren because she knows the citizens are being helped. Ms. Berry shared that there are now people who will not speak to her, which is not what Valdese is about.

March 7, 2022, MB#31

Mayor Watts thanked Council for what they have endured addressing this project. Mayor Watts shared that we all have one thing in common: we all have Valdese at the end of our address, and we should all still be friends.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF FEBRUARY 7, 2022

APPROVED SPECIAL MEETING MINUTES OF FEBRUARY 15, 2022

REAPPOINTMENT TO VALDESE ABC BOARD: John Heilman was reappointed to the Valdese ABC Board for a third, full three-year term which expires April 1, 2025.

APPROVED RENEWAL OF LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DR. KYLE BARNES: Lease agreement with Dr. Kyle Barnes for rental space at the Old Rock School, in the amount of \$50.00 per month.

APPROVED REQUEST FROM WALDENSIAN STYLE WINES TO SELL WINE AT ANNUAL EVENTS: Waldensian Style Wines has been authorized to sell wine at the Craft Market event on April 30, 2022, from 9:00 a.m. to 4:00 p.m., Independence Day Celebration on July 1, 2022, from 5:00 p.m. until 11:00 p.m., and the 47th Annual Waldensian Festival events on August 12 & 13, 2022.

APPROVED ORDINANCE DECLARING ROAD CLOSURES FOR THE TOWN OF VALDESE ANNUAL EVENTS:

AN ORDINANCE DECLARING
ROAD CLOSURE FOR TOWN OF
VALDESE SPECIAL EVENTS

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

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

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

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

2022 Independence Day Celebration (Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St) on July 1, 2022 from 5:00 PM until 11:00 PM.

2022 Waldensian Festival Kickoff Celebration (Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St) on August 12, 2022 from 5:00 PM until 11:00 PM.

2022 Waldensian Festival Celebration (Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St) on August 13, 2022 from 5:30 AM until 11:00 PM.

2022 Valdese Treats in the Streets (Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St) on October 31, 2022 from 3:30 PM until 6:30 PM.

2022 Valdese Christmas Parade (Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St) on December 3, 2022 from 9:30 AM until 12 Noon.

Signs shall be erected giving notice of the limits and times of these street closures as required by G.S. 20-169. THIS, the 7th day of March, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

PUBLIC SAFETY BUILDING: Councilwoman Hildebran made a motion to authorize the architect to develop construction documents for a new facility per USDA guidelines, advertise for the construction bids and for staff to develop alternative bids that will reduce the size and cost of the proposed facility, seconded by Councilwoman Lowman.

Councilman Paul Mears asked staff what the process would be to surplus the Pineburr Mill and Property. Town Manager Seth Eckard shared the process. Councilman Mears visited the Public Safety Building and felt that if he were a prospective employee, he would not take a job working in that facility. Councilman Mears has put a lot of time and effort into studying this project and asked if we did repair the building if there would be a guarantee from the contractor. Architect Marty Beal explained that the standard warranty would be one year from completion however; you can purchase extended warranties.

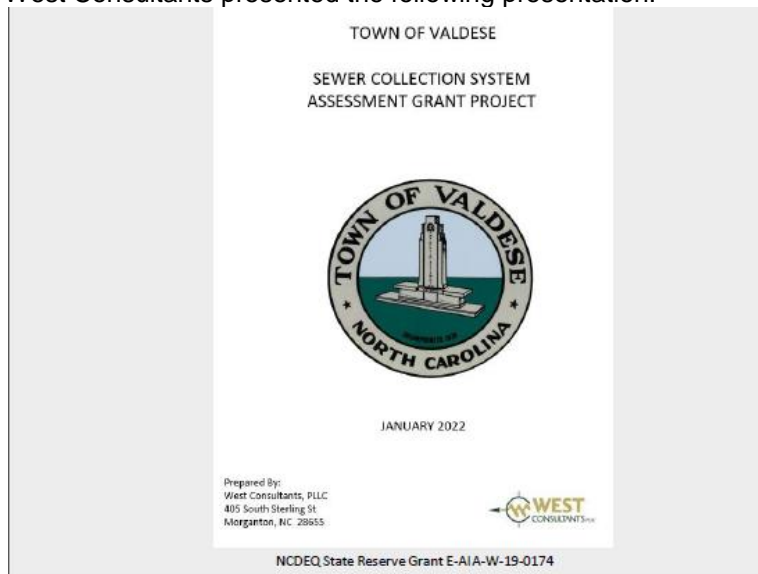
Finance Director Bo Weichel was asked about the timeline of this project. Mr. Weichel explained once we get a vote from Council, we would go through the USDA process, which could take a year. Mr. Beal shared that it would take three–five months to finish the architect process. Mr. Beal feels that it could take up to 18 months to build a new facility and renovation work could be longer. Councilman Mears asked Mr. Beal if it would be wise to wait three–four months due to inflation. Mr. Beal does not have the answer, but in his experience, it would be difficult to build cheaper than what we are at currently. Councilman Thompson shared that he has had many people reach out to him, and they do not want new construction and do not understand why we need a facility this large. Councilwoman Hildebran explained that her motion stated the Council could look at alternate bids. Councilwoman Hildebran noted that we had told our citizens there would be no tax increase or a reduction in services. Councilman Ogle shared that we have looked at other areas like the Wells Fargo Building, which cost too much. Councilman Mears want the citizens to know that the Council has studied this for months. There was a brief discussion about the possibility of a building a metal building.

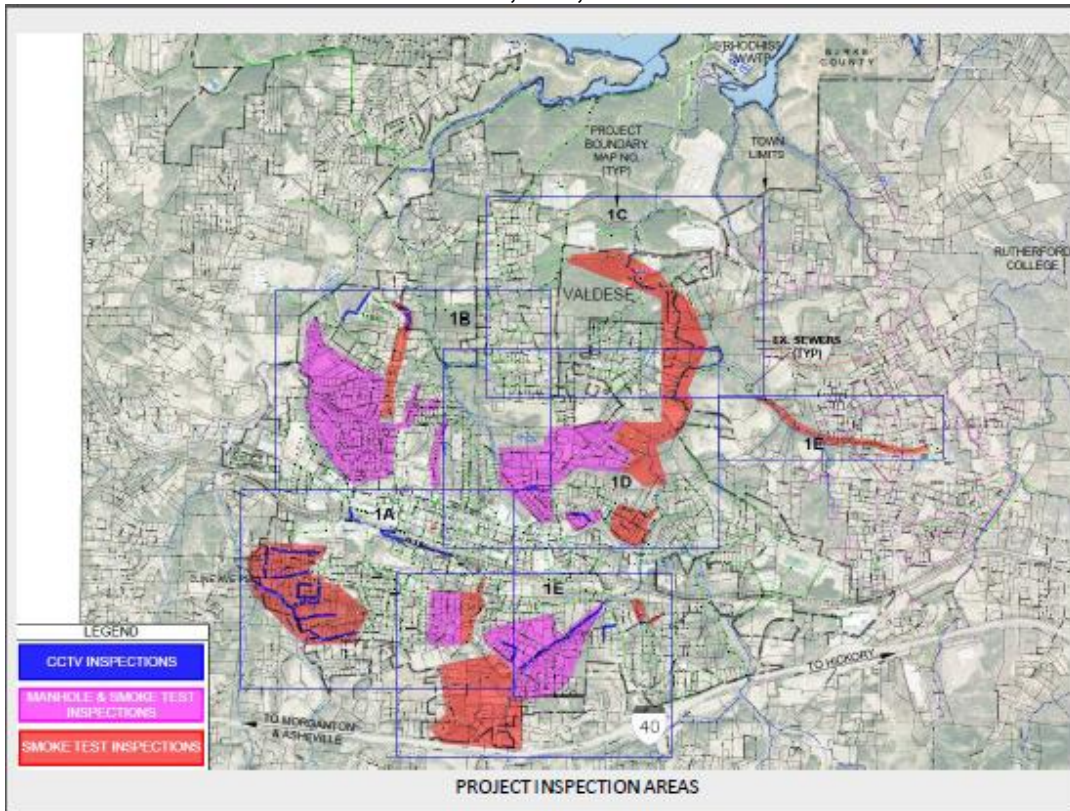
RJ Mozeley with McGill Associates explained to Council how the USDA process works. After a brief discussion, Councilwoman made her motion again.

Councilwoman Hildebran made a motion to authorize the architect to develop construction documents for a new facility per USDA guidelines, advertise for the construction bids and for staff to develop alternative bids that will reduce the size and cost of the proposed facility, seconded by Councilwoman Lowman.
Vote - Councilwoman Hildebran, Councilwoman Lowman, Councilman Mears – Yes(3), Councilman Thompson, Councilman Ogle – No(2)

APPROVED RESOLUTION FOR THE COMPLETION OF THE NCDEQ STATE RESERVE GRANT:

Benjie Thomas with West Consultants presented the following presentation:





SMOKE TESTING DEFECT EXAMPLES

SEWER TO STORM INDIRECT CONNECTION



JEFFERSON AV

SERVICE LINE DEFECT



HUGHES AV

ROOF DRAIN CONNECTION



DIXIE AV NW

MAIN LINE DEFECT (OVERFLOW LINE)



OUTFALL TO OLD WWTP



UNRESOLVED ISSUE
(POSSIBLE STORM PIPE
CONNECTION)

BLUE RIDGE APTS
PINEBURR AV SE

MAIN LINE DEFECT



OFF LOVELADY RD WEST OF KLEENTECH

MANHOLE INSPECTION DEFECT EXAMPLES

CORRELATION OF I/I WITH MANHOLE & TYPICAL DEFECTS

INFLOW REGION

- FRAMING COVER (SCL, PRECAST OR CONCRETE RINGS) OR BRICK RISER
- COVER W/ OPEN FINGERHOLES
- DETERIORATED OR BROKEN FC
- DETERIORATED OR NO FRAME SEAL
- DETERIORATED BRICK RISER AND WORKMAN, LOOSE/MISSING BRICKS

INFILTRATION REGION

- CONCRETE
- CRACKED
- ROOTS
- LOOSE OR MISSING BRICKS
- LEAKING JOINTS
- LEAKING STEPS
- OPEN LIFT HOLE
- UNSEALED SERVICE LINE

WALL OR BARREL

- NO WALL REINFORCEMENT
- DETERIORATED
- ROOTS
- LOOSE OR MISSING BRICKS
- LEAKING JOINT (NOT SEALED)
- LEAKING STEPS
- OPEN LIFT HOLE
- UNSEALED SERVICE LINE
- UNSEALED GRABBY LINE

BENCH/WHANNEL (SCL)

- DETERIORATED
- CRACKED
- ROOTS
- NO DISCRETE BIC

PIPE SEALS

- DETERIORATED
- NO SEAL GAPS
- ROOTS

Defect Examples:

- MH 1500 Large Penetration of Roots & Mud. Steady Infiltration Under SL.
- MH 2712 Severe Leak (View from CCTV camera)
- MH 2712 Severe Leak (View from MH)
- MH 1201 Multiple Vent Holes
- MH 2082A Frame Offset
- MH 1650 Root Throughout
- MH 1960 Large Root & Missing Bricks
- MH 1624 Heavy Roots in Pipe Seal & Active Leak
- MH 1202 Joint Leaks
- MH 2422 Pipe Seal & Joint Leaks
- MH 1420 Broken Cover
- MH 1000 Deteriorated Frame



MH 2712 WITH SEVERE LEAK



EXAMPLE OF INFLOW (RUNOFF) ENTERING THE COLLECTION SYSTEM BY WAY OF A MH COVER WITH AN OPEN PICKHOLE. WHILE ONLY ONE MH, IT BECOMES AN ISSUE WHEN MULTIPLIED BY HUNDREDS OF MH'S AND EVEN MORE SO W/ MH COVERS THAT HAVE VENT HOLES

GRAVITY PIPE DEFECT EXAMPLES

Defective PVC/Truss Connection with Roots & Gage

Tap Is Partially Missing, Cavity Exists Above Main & SL, Active Infiltration, Flow Exiting Out, Roots, Heavy Debris Buildup

Joint with Roots

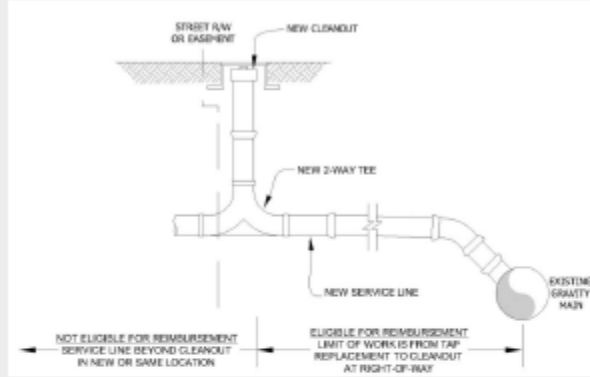
Clay Pipe Tap Break-in Unsealed with Roots

Bottom Right Portion of Pipe is Missing

Tap Break-in Caused Multiple Breaks in Pipe

IMMEDIATE PRIORITY
HIGH PRIORITY
MODERATE PRIORITY

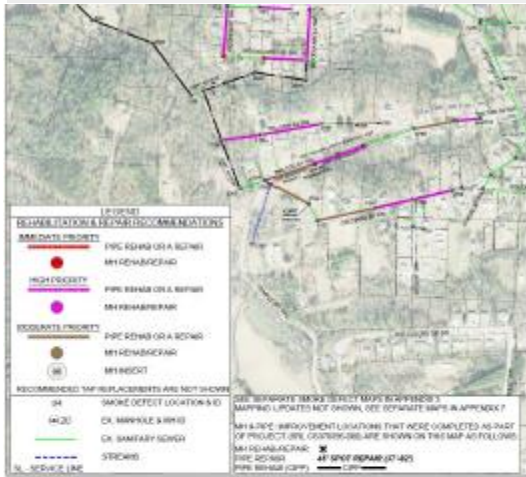
Abandoned Line with Rooting & Moderate Flow



TWO-WAY CLEANOUT

The estimated cost to complete all the manhole and pipe rehab/repairs tributary to the Cline Avenue PS is \$431,950, as shown in the following table:

CLINE AVE PS BASIN IMPROVEMENTS			
PIPE REHAB/REPAIR TYPE	COST EST.	MH REHAB/REPAIR TYPE	COST EST.
CIPP (6,821 LF)	\$272,852	CEMENTITIOUS LINE (11)	\$23,498
TAP REPLACEMENT (34)	\$102,000	OTHER	\$5,700
OTHER	\$27,900		
TOTAL	\$402,752	TOTAL	\$29,198
		NO. OF MH's	13
TOTAL COST ESTIMATE \$431,950			



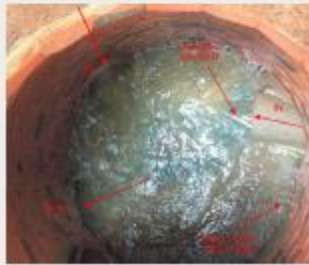
There were 28 manholes and 11 gravity sewers assigned as an immediate rehab/repair/replace priority and 54 manholes and 29 gravity sewers assigned as high priority. The following rehab/repair improvements are recommended to address immediate priority defects:

IMMEDIATE PRIORITY ASSESSMENT			
GRAVITY SEWER REHAB/REPAIR TYPE	QUANTITY	MH REHAB/REPAIR TYPE (28 MH'S)	QUANTITY
8" VOP REPLACEMENT (FT)	587	CEMENTITIOUS LINE	26
8" CIPP (FT)	2,386	REPLACE FRAME/COVER	3
SPOT REPAIR	2	INTERNAL FRAME TO RISER SEAL	2
TAP REPLACEMENT	8	RESECTION BRIDUT OR ORUDT	4
		REHAB/REPAIR RVC OR PIPE SEAL	10
		PLUG OVERFLOW LINE	3
	COST EST. \$278,702		COST EST. \$88,124
	*CIPP - CURED-IN-PLACE PIPE (PIPE RELINING)		RVC - RENCH/CHANNEL

The estimated costs to complete all immediate, high, and moderate priority work is as follows:

PRIORITY	MANHOLES		REPLACE		CIPP		REPAIR/REPLACE TAP		TOTAL
	COUNT	COST EST.	LEN (LF)	COST EST.	LEN (LF)	COST EST.	COUNT	COST EST.	
IMMEDIATE	28	\$88,124	587	\$151,250	2,386	\$96,492	8	\$11,000	\$246,866
HIGH	54	\$105,240			5,962	\$244,452	46	\$29,000	\$379,692
MODERATE	74	\$70,752			2,109	\$88,124	27	\$46,900	\$205,876
		\$264,116		\$151,250		\$433,068		\$25,900	\$874,334
									MH RISERS \$25,175
									SMOKE TEST DEFECTS \$28,206
									\$1,851,506

The estimated cost including 30% for contingency, engineering, and construction administration/observation is \$1,356,958. Rehab/repair recommendation maps are contained in Appendix 6 and a copy of the report in pdf format is on the USB in Appendix 1.



MANHOLES WITH ACTIVE LEAKS

Mr. Thomas shared that this grant aims to help the Town to have a better understanding of their sewer system. Mr. Thomas shared that they looked at many manholes and put cameras through the pipes. Mr. Thomas identified some of the issues that the Town will need to address. Public Services Director Greg Padgett shared that some of the needs can be completed in-house, and some are too extensive and will need to be contracted out.

March 7, 2022, MB#31

RESOLUTION BY THE TOWN OF VALDESE: COMPLETION OF THE NCDEQ STATE RESERVE GRANT E-AIA-W-19-0174 SEWER COLLECTION SYSTEM ASSESSMENT PROJECT

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality provided a State Reserve Grant in the amount of \$150,000 to perform asset inventory and assessment work, and

WHEREAS, the Town of Valdese committed to implementing said project in accordance with the agreed scope of work.

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

That the Town of Valdese has completed the project in accordance with the conditions of the grant, and that a presentation and final report were received at the Valdese Town Council meeting of March 7, 2022.

Adopted this the 7th day of March 2022 at Valdese, North Carolina.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

ARBOR DAY PROCLAMATION: Mayor Watts presented the following proclamation:

ARBOR DAY 2022 PROCLAMATION

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

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

WHEREAS, 2022 is the 150th Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

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

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

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

WHEREAS, the Town of Valdese has received the prestigious Tree City USA award for the past 34 years.

NOW, THEREFORE, I, Charles Watts, Mayor of the Town of Valdese, North Carolina, do hereby proclaim Friday, March 18, 2022, as the 150th Anniversary celebration of; and

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

This 7th day of March, 2022.

/s/ Charles Watts, Mayor

OFFER TO PURCHASE TOWN-OWNED PROPERTY – JANAVEL AVE. SW: Planning Director Larry Johnson shared that he received a request from Mr. Ned Fowler with the Valdese Mill Multi-family Housing Project to purchase 0.259 acres for \$25,000.00 for additional parking. Mr. Johnson presented the following Resolution:

RESOLUTION AUTHORIZING UPSET BID PROCESS
(Sale of 0.259 Acres of 204 Janavel Avenue SW, Valdese, NC)

WHEREAS, the Town of Valdese owns certain property located at 204 Janavel Avenue SW, Valdese, NC, which is described as follows:

Beginning at a point said point being located in the northern right of way margin of Janavel Avenue SW said point being the southeast corner with Blue Ridge Housing of Burke, LLC Deed Book 2578, Page 145, Burke County Registry; and running thence with the line of Blue Ridge Housing of Burke, LLC North 14° 05' 13" East 134 feet to a point in the southern line of Foothills Service Project Deed Book 1811, Page 783, Burke County Registry; and running thence with the line of Foothills Service Project South 72° 55' 00" East 85.60 feet to a point; continuing thence a new line South 14° 10' 00" West 131.65 feet to a point in the northern line of Janavel Avenue; and running thence with the line of Janavel Avenue right of way North 73° 13' 59" West 85.40 feet to the point in place of beginning and being a total 0.259 acres and being according to a survey prepared by West Consultants, PLLC, titled Property Of: Town of Valdese, and being a portion of PIN: 2733950313 and Deed Book 592 Page 904, Burke County Registry.

DEED REF: Book 592, Page 904, Burke County Public Registry
REID NO.: 38646
PIN NO.: 2733950313

WHEREAS, North Carolina General Statute §160A-269 permits the town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, the town has received an offer to purchase the property described above, in the amount of \$25,000.00, submitted by Ned Fowler; and

WHEREAS, Ned Fowler has paid the required five percent (5%) deposit of his offer.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the town clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the town council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

March 7, 2022, MB#31

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:
 - (a) the town council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
 - (b) the buyer must pay the purchase price in certified funds at the time of closing;
 - (c) the property shall be sold "as is" and subject to all existing easements;
 - (d) the town will reserve easements for all town utility lines located on or under the property; and
 - (e) the property shall be conveyed by special warranty deed.
8. The town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED MARCH 7th, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

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

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following Budget Amendment and modified the amount. In addition, Mr. Weichel received another donation for \$1,000.00, making the total budget amendment \$3,500.00.

Budget Amendment # 11

Subject: Donation for Stage project

Description: To accept a private donation to the stage project behind Old Rock School

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.000	Donations		2,500
Total		\$0	\$2,500

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.740	Capital Outlay	2,500	
Total		\$2,500	\$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 Ogle made a motion to approve the modified budget amendment in the amount of \$3,500.00, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Capital Project Ordinance Amendment:

Capital Project Ordinance Amendment # 9-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Accept and receive the State Grant monies allocated to the public safety facility project.

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
35.3480.002	State Grant		500,000
	Total	\$0	\$500,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.900	Construction	500,000	
	Total	\$500,000	\$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 Ogle made a motion to approve the aforementioned Capital Project Ordinance Amendment, seconded by Councilman Thompson. The vote was unanimous.

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

Coffee with the Chief, Thursday, March 17, 2022, 9:00 a.m. at Old World Baking Company

The Lucky Leprechaun Hunt begins Thursday, March 17, 2022. Participants will search for Leprechauns hidden around Valdese. Prizes can only be redeemed during the Old Rock School hours, 8:00 am – 5:00 pm.

Concerts at the Rock presents: Malpass Brothers, Saturday, March 19, 2022, at 7:30 p.m.

Annual Budget Retreat is scheduled for March 23 & 24, 2022, 9:00 a.m. – 5:00 p.m. at the Old Rock School, Waldensian Room.

Concerts at the Rock presents: Lonesome River Band, Saturday, April 2, 2022, at 7:30 p.m.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle expressed concern with the rise in gas prices and the take-home vehicles driving farther than three miles out of Town. Town Manager Seth Eckard said he would look at some analysis on what we spend currently. Mr. Eckard shared that staff is considering that with the next budget year.

March 7, 2022, MB#31

Councilman Mears asked when we were going to fix the Tiger Gym. Councilman Mears feels like it needs to be opened. Parks and Recreation Director David Andersen shared that he has been in contact with several contractors, and no one yet has a confirmed plan on how to correct the issue. Mr. Andersen is still working on finding the solution. Mr. Andersen shared there is a wet residue on the floor, and it looks to be an environmental issue. Mr. Andersen also gave an update on how the fundraiser was going with the gym renovations at the Community Center. Councilman Mears is concerned with building a new Public Safety Building but still having gyms that need to be repaired or updated.

Councilwoman Hildebran complimented Officer Hicks on the great job he is doing as Code Enforcement/ Animal Control Officer.

Mayor Watts thanked the Council for everything they have done thus far on the plans for the Public Safety Building.

Councilwoman Lowman thanked the Police and the Fire Department for everything they do for the Town.

ADJOURNMENT: At 8:07 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, April 4, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

jl

Mayor

**TOWN OF VALDESE
ANNUAL COUNCIL/DEPARTMENT HEAD BUDGET RETREAT
WEDNESDAY, MARCH 23, 2022 & THURSDAY, MARCH 24, 2022**

The Valdese Town Council met on Wednesday, March 23, 2022 and Thursday, March 24, 2022, 9:00 a.m., for the Annual Budget Retreat, Old Rock School, Waldensian Room, 400 Main Street West, Valdese, North Carolina. The following members were present: Mayor Charles Watts, Councilwoman Frances Hildebran, Councilman Keith Ogle, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, and Councilman Paul Mears. Also present: Town Manager Seth Eckard, Town Clerk Jessica Lail, and all Department Heads.

Absent: None

A quorum was present; however, no action was taken.

DAY 1 – MARCH 23, 2022

CALL TO ORDER At 9:00 a.m., Mayor Watts opened the meeting with an invocation and led in the Pledge of Allegiance to the Flag. Mayor Watts welcomed everyone and thanked the Department Heads for all the hard work they had completed on the Budget Retreat. Mayor Watts shared that we have a high level of service for our citizens, thanks to the Council, Department Heads, and employees. Mayor Watts encouraged everyone to continue their forward-thinking.

FINANCE DEPARTMENT Finance Director Bo Weichel provided an overview of the Town’s fund balance, major revenues and projections, debt services, and budget challenges. Mr. Weichel shared that the total fund balance for last year was \$5,286,477. The unassigned fund balance was in the amount of \$4,299,677, with a 93% fund balance percentage. Mr. Weichel shared this was an increase of \$775,240 or 20% of expenditures. Mr. Weichel shared that it jumped up because we shut down some of the facilities due to the COVID pandemic. Mr. Weichel shared that we have a healthy fund balance. Mr. Weichel shared that on the Water & Sewer side, the unrestricted balance was \$1,678,904 with 32% of expenditures. The general fund’s operating debt ratio is 4.15%, and the debt is 7.49% in the Utility Fund. Mr. Weichel identified challenges for the upcoming year, with one being the increase of the Town portion of retirement moving from 11.43% to 12.16%, which is state-mandated. Mr. Weichel shared that we are unsure of the health insurance rates yet but should have those numbers soon.

TOWN OF VALDESE
2022-2023
BUDGET OVERVIEW

- **FUND BALANCE**
- **MAJOR REVENUES AND PROJECTIONS**
- **DEBT SERVICE**
- **BUDGET CHALLENGES**

FUND BALANCE
PURPOSE OF FUND BALANCE

- **PREVENT SHORT-TERM BORROWING**
- **RESERVE FOR EMERGENCIES, UNFORESEEN EVENTS, OR UNEXPECTED OPPORTUNITIES**
- **INCREASE AVAILABLE FUNDS FOR INVESTMENT**
- **AVOIDS LGC ATTENTION**
(WARNING WHEN FB IS LESS THAN 50% OF AVERAGE FOR SIMILAR SIZED NC UNITS)

GENERAL FUND

WHERE DID WE END LAST YEAR ON JUNE 30TH?

- TOTAL FUND BALANCE WAS \$ 5,286,477
- UNASSIGNED FUND BALANCE WAS \$ 4,299,677
- FUND BALANCE PERCENTAGE 93% OF EXPENDITURES
- INCREASE FROM PRIOR YEAR OF \$ 775,240 OR 20% OF EXPENDITURES

WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- USDA ANNUAL RESERVE INCREASE OF \$8,224 TO \$145,683 (COMMITTED)
- FUND BALANCE APPROPRIATIONS \$122,000

IA BUILDING DEMO | MED. INS PREMIUM ADJUSTMENT | CHARGER NEW ENGINE
REC LOCKER ROOM HVAC | FOUNDATION FORWARD SIDEWALK | TOWN HALL ROCK

WATER & SEWER FUND

WHERE DID WE END LAST YEAR ON JUNE 30TH?

- UNRESTRICTED WAS \$ 1,678,904
- FUND BALANCE PERCENTAGE 32% OF EXPENDITURES
- INCREASE FROM PRIOR YEAR \$ 413,111 OR 8%

WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- CAPITAL ITEMS/PROJECTS APPROVED IN CIP MODEL (FEE/MATCHES) \$ 16,987
- FUND BALANCE APPROPRIATIONS \$ 69,723 IA BUILDING DEMO | MED. INS ADJUSTMENT
- SALE OF ASSETS \$ 7,275 TRAILER | RALPH PATTON RD

REVENUES

TOWN OF VALDESE					
Major Revenue Sources (General Fund)					
	Current Budget	Actuals (67% of Year)	% Collected	FY 22-23 Projection	Projected Increase (Decrease)
Current Ad Valorem Tax	2,040,795	2,000,336	98.0%	2,045,340	0.2%
Motor Vehicle Tax	180,000	138,854	77.1%	192,000	6.7%
Utility Franchise Tax	457,000	219,815	48.1%	457,000	0.0%
Powell Bill	144,500	162,972	112.8%	146,300	1.2%
Sales & Use Tax	1,282,942	1,042,893	81.3%	1,465,039	14.2%
Refuse Collection Fee	202,000	139,076	68.8%	202,000	0.0%
Recycle Fee	44,200	30,364	68.7%	44,200	0.0%
Recreation Memberships	144,000	92,169	64.0%	144,000	0.0%

DEBT

TOWN OF VALDESE			
General Fund Debt			
	Annual Payment	Balance Remaining	Years Remaining
Fire Engine (USDA)	26,908	53,816	2
Fire Ladder Truck (USDA)	52,761	844,176	16
Trucks & Equip-Street (Truist)	53,743	214,972	4
Town Hall (USDA)	88,878	2,577,462	29
Splash Park (USDA)	19,483	701,388	36
Patrol Vehicles (Truist)	18,471	55,410	3
Total	260,244	4,447,224	
Operating Debt Ratio	4.15%		

TOWN OF VALDESE			
Utility Fund Debt			
	Annual Payment	Balance Remaining	Years Remaining
Inflow & Infiltration (SRF)	14,779	185,885	14
Settlings - Water & Sewer (USDA)	67,115	1,726,415	26
St Germaine Water Line (SRF)	8,626	146,634	17
Water Meter AMI (SRF)	88,112	1,586,013	19
2018 Water System Improvements (SRF)	23,327	419,893	18
Main St. Waterline Replacement (SRF)	70,703	1,343,365	19
Bleach Conversion-Water Plant (SRF)	35,920	682,478	19
2022 Vehicles/Equipment (Truist)	14,610	58,438	4
Water Plant Upgrades MCC (SRF)	41,961	839,216	20
TOTAL	365,153	4,064,840	
Debt Ratio	7.49%		

BUDGET CHALLENGES

2022 BUDGET CHALLENGES FOR VALDESE:

- STATE MANDATED 0.75% INCREASE TOWN PORTION OF RETIREMENT (WILL BE 12.16%)
- HEALTH INSURANCE?
- STANDARD PRICE INCREASES / CONSUMER PRICE INDEX INCREASES FROM VARIOUS VENDORS SUCH AS TRASH/RECYCLING, SOFTWARE/IT, SERVICES, & MATERIALS.

POLICE DEPARTMENT Police Chief Jack Moss shared the Police Department accomplishments for FY 21-22 and identified objectives for FY 22-23. Chief Moss feels that the new Code Enforcement/Animal Control Officer has been a success and is cleaning up the Town. Chief Moss shared that the Police Department responded to 2,284 calls last year and expect this year to be more due to the pandemic lifting. Chief Moss shared that it is harder to find employees, and Officers are making more money in the private sector.

Valdese Police Department Budget 2022-2023

Budget Accomplishments 21-22:

- New RMS(Records Management System) will be up and running July 1, 2022.
- Upgraded 2 desktops and 5 patrol unit computers.
- Code Enforcement and Animal Control position is successful in eliminating most problem areas.
- We have upgraded our Records Management System security.
- We are replacing the viper radios this budget year.
- The department initiated "Boots on the Ground" to develop better community relations for our new officers and reinforce our senior officers involvement in the community.
- "Coffee with the Chief" has been a success. Several citizens, from the community, attend every meeting.

Accomplishments Continued:

- The department is at full staff and has been working extremely hard to rid our community drugs and crime.
- Our officers responded to 2284 calls for service (2449 for 2020-2021) and initiated 16,703 CAD reported incidents (10,036 for 2020-2021). Traffic accidents as reported from February 15, 2021 to March 07, 2022 were 138. The same time period the previous year, we had 107 traffic accidents reported. Officers issued 38 written warnings (22 last year) and gave 347 verbal warnings (354 last year). They made 362 arrests (176 last year) and issued 549 traffic citations (305 last year).
- This budget year has seen many challenges for our department. Our personnel have taken on more responsibilities and met these challenges head on and will continue to improve the safety of our community.

Budget needs 2022-2023:

- We need to replace one patrol unit this budget year.
- We will move the oldest unit to our reserve fleet to be used during inclement weather and for reserve special assignments.
- We need to purchase a Taser for our Code Enforcement Officer and Reserve Officers.
- We will need to replace 4 Desktop computers and 1 Mobile Laptop to stay on the town upgrade schedule.

Budget needs continued:

- Proactive code enforcement continues to provide a clean city and with proactive animal control enforcement monies need to be added to budget for veterinarian charges.
- We need to continue offering competitive salaries for our area.

Conclusion:

- Our department will continue to stress the benefits of training, to better equip today's officers in facing new challenges that we encounter.
- We will continue to aggressively pursue criminals that commit crimes in our city and follow through with their criminal prosecutions. We will emphasize public awareness and public education to complement the enforcement of motor vehicle laws to make the streets of Valdese safer.
- I will continue to meet with the merchants and community organizations to hear their concerns and keep them informed as to how we may be of service and provide them with information to help protect themselves and their property.
- Our objective is to be a department of more community related officers and make Valdese a safe place to raise a family and operate a business where law enforcement is seen as part of, and respected by, the community.
- Our desires are that the Town will respect its law enforcement officers, as the officers will respect and honor all citizens, by protecting and serving them as we uphold our oaths of office.

PLANNING DEPARTMENT Planning Director Larry Johnson provided an overview of zoning permits, housing development updates, items the Planning Board is currently working on, and budget requests. Mr. Johnson shared that the Planning Department and Planning Board has a big project coming working on re-zoning the Downtown Business Corridor.

VALDESE PLANNING DEPARTMENT

OVERVIEW

- Year 2021 Zoning Permits Overview
- Housing Development Updates
- Planning Board Agenda 2022
- Department Request

ZONING PERMITS SUMMARY CALENDAR YEAR 2021 TO DATE

Zoning Permits issued in 2021

75

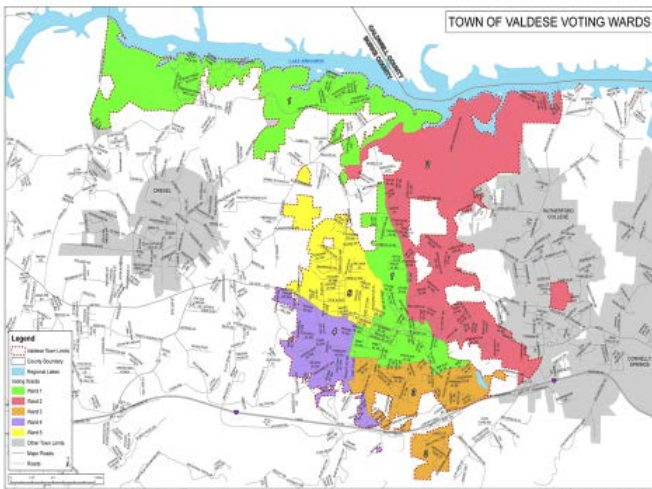
Permits Value

\$21,318,385.00

- New Construction Site-Built
(13) \$5,503,874.00
- Residential Addition
(5) \$299,800.00
- Residential Renovation
(7) \$352,772.00

Zoning Permits issued in 2022
13

Permits Value
\$983,000.00



WARD BREAKDOWN

• Ward 1 (Thompson)	18 Permits	\$6,949,425.00
• Ward 2 (Mears)	23 Permits	\$2,417,941.00
• Ward 3 (Lowman)	6 Permits	\$ 463,092.00
• Ward 4 (Hildebran)	16 Permits	\$11,239,932.00
• Ward 5 (Ogle)	10 Permits	\$ 226,995.00

HOUSING DEVELOPMENT UPDATES

LAKE FRONT SUBDIVISIONS

- Lake Rhodhiss Estates
- Lake Vistas Phase I and 2
- Waterside
- McGalliard Pointe
- Island Pointe Shores (Phase 3)

**LAKE RHODHISS ESTATES
FORMERLY THE SETTINGS**



**Lake Rhodhiss Estates
(The Settings)
2008**

210 Lots

6 Houses Occupied or under construction

LAKE VISTAS PHASE I & 2



**Lake Vistas Phase I & II
2012**

72 Lots

8 Homes Occupied or under construction

WATERSIDE



**Waterside
2013**

124 Lots

18 Houses Occupied or under construction

MCGALLIARD POINTE



**McGalliard Pointe
2015**

**5 Lots
4 Houses occupied or under construction**

ISLAND POINTE SHORES



**Island Pointe Shores at Lake Vistas
2018**

**48 Lots
6 Houses Occupied or under Construction**

WATERFRONT SUBDIVISION TOTALS

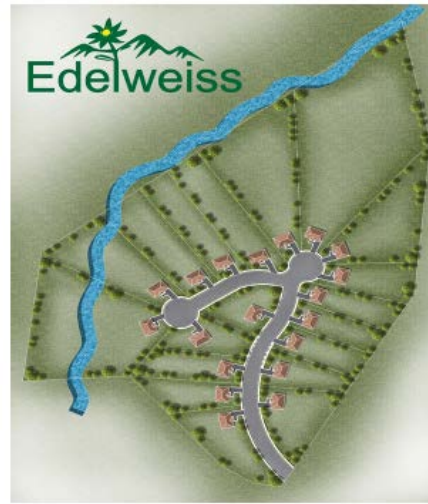
459 Subdivision Lots

42 Houses Occupied or Under Construction

HOUSING DEVELOPMENTS

EDELWEISS

- Edelweiss Subdivision (19 Lots) In final construction phase; Beginning construction of two model homes by June 2022. Expected home prices in \$250,000.00 range depending upon lot and house square footage.



VALDESE BLUFF

- Valdese Bluff (Planning Stage) Planned Unit Development that will include office/institutional opportunities, single family housing, apartments, and a marina. Town received grant (\$800,000) for extension of sewer to the site.
- First phase will consist of a 44 lot subdivision



RENTAL HOUSING PROJECTS

- Pine Crossing (66 Unit Affordable-work force) Housing Plan Unit Development); Construction slated for 2022. 9.8 million dollar project
- Tron Place (60 unit apartments for rent to Elderly 55 years and older); Total investment of 8.5 million dollars; Site Development slated for Fall 2022
- Historic Valdese Weavers Mill - 12 Million dollar 60 unit apartment (work force housing with no age restrictions); Rent ranges \$600 and \$850 for 1br & 2br. Construction schedule for Fall 2022.

PLANNING BOARD 2022 AGENDA

Commercial Districts Expansion

- Rewrite of permitted uses and standards in the B-1 Central Business and B-2 General Business commercial zoning districts
- Create new district, DBC-Downtown Business Corridor
- Expand the B-1 Central Business, and
- Expand the B-2 General Business District

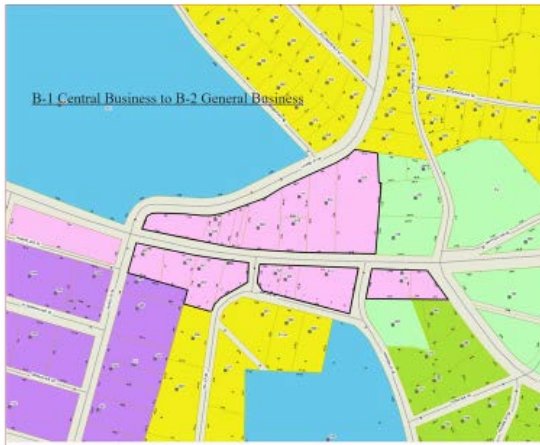
Planning priority in The Valdese Vision: Land Use Action Plan

REZONING BOUNDARY



DOWNTOWN BUSINESS CORRIDOR





PLANNING DEPARTMENT 2022-2023 BUDGET

UPDATE ZONING ORDINANCE AND SUBDIVISION REGULATIONS

- Create opportunities to improve the readability and usability of the ordinances.
- Create a Unified Development Ordinance (single more usable document) that would bring together the zoning and subdivision standards
- integrate the various definitions from the two documents, harmonize potentially conflicting language and requirements, and
- move key standards into easy-to-read tables

COST/FUNDING

- Staff has requested \$15,000.00 to fund this project.
- Town Manager has agreed to support project with fiscal year 2021-2022 or 2022-2023 General Fund appropriations

WARD REDISDISTRICTING

2020 Census Population 4,689

2010 Census Population 4,490

- Ward Boundaries adjusted due to 2020 Census
- By State Statute all Wards in the must be within plus or minus 5% of the Town's Census 2020 population
- If the 2020 census shows that the existing districts already are within this plus or minus five percent overall deviation range, there is no need to redistrict".

County or Municipality	Population 2010 Census	Housing Units 2010 Census	Population 2020 Census	Housing Units 2020 Census	Population Change 2010-2020
Alexander County	27,198	16,189	36,444	35,962	744
Burke County	26,912	20,479	27,625	29,625	2,647
Caldwell County	21,678	17,429	29,472	29,311	7,771
Catawba County	154,328	67,889	165,632	70,744	6,252
Highway Service Management Bd/CA	96,497	169,413	96,774	189,149	221
Brookford town	392	214	441	218	60
Clay's Mountain town	2,821	1,217	3,722	1,196	101
Catawba town	693	291	701	301	9
Conlar Rock village	300	137	391	134	1
Claytonville city	1,373	644	1,620	774	345
Community Springs town	1,669	731	1,629	832	140
Conover city	2,125	1,454	3,421	3,005	254
Davies town	1,644	611	1,744	811	100
Claytonville town	4,051	1,786	3,702	1,681	349
Stone Mountain town	1,312	678	1,426	872	14
Granite Falls town	4,722	2,077	4,945	2,195	241
Highland city	40,016	18,129	43,446	20,064	3,486
Highland town	2,023	668	1,679	771	344
Hudson town	3,776	1,694	3,785	1,717	4
Lenoir city	18,224	8,548	18,152	8,901	124
Long View town	4,873	2,135	5,088	2,353	212
Madison town	1,316	1,383	1,744	1,493	424
Morganton city	16,918	7,418	17,474	7,652	554
Newtown city	12,964	5,495	13,140	5,770	180
Northway town	1,476	468	1,977	572	100
Northwood Cottage town	1,341	614	1,244	582	111
Summit town	1,244	612	1,022	478	226
Waynesville town	2,094	1,026	2,320	1,110	223
Valdese town	4,490	1,927	4,689	2,129	199

COST/FUNDING

- Identified in 2022-2023 Department Budget
- Estimated contract cost \$1,500.00.

THE VALDESE VISION: A LAND USE PLAN FOR THE FUTURE

- Land-Use Plan adopted by Valdese Town Council, January 2014
- However, general guidance from the UNC School of Government suggests that planning best practice is to update a community plan at least every five years in fast-growing communities, and every ten years or so in slower-growth or no growth communities.
- Town of Valdese grew by about 199 or so between 2010 and 2020, or about 4 percent, which might be considered as moderate.

COST/FUNDING

- Staff has requested \$65,000.00 to fund this project.
- Planning Department requesting that the project will be placed in General Fund CIP for implementation FY 2024-2025 Budget Year.

FIRE DEPARTMENT Fire Chief Greg Stafford shared departmental accomplishments. Chief Stafford also provided an overview of calls and activities throughout FY 21-22 at the Fire Department. Chief Stafford discussed the upcoming purchase of Viper Radios and explained how the radios are one of the most important pieces of equipment they carry. In addition, Chief Stafford informed Council of all the existing programs the Fire Department is involved in.



2022-2023 Fire Department Operational Budget



2021-2022 Accomplishments

- Rescue Cutter: \$7,500



- Rescue Spreader: \$8,500



- Rescue Ram: \$6,200



Rescue



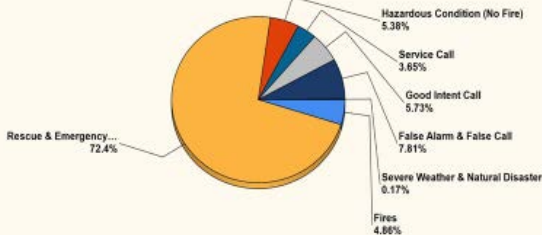
Thermal Imaging Camera: \$5,000



Junior Firefighter Program

- Total training hours: 3,082
- Fire Inspections: 211 Violations: 810
- Maintenance of all fire hydrants in the service district
- Total Fire Department Responses: 576
 - Fire – 173
 - Medical - 386
 - Fire and Medical – 17
- Completed Insurance Rating Inspection

Miscellaneous Accomplishments



- 14 requests to check detectors
- 24 detectors checked. 17 non-functional (71%)
- 25 new detectors installed



Smoke Detector Program

- 14 requests to check detectors
- 24 detectors checked. 17 non-functional (71%)
- 25 new detectors installed



Smoke Detector Program

- Registered Permanent Checking Station
- 36 child restraints checked at VFD in 2021
- Part of Safe Kids Burke County Coalition
- Assisted with 2 seat check events.
- 80 total hours



Safe Kids Program



2022-2023 Objectives

- Previously in 2023-2024 CIP
- \$175,000
- Critical part of personal protective equipment
- Current radios are legacy models and are not factory supported
- Current radios are approaching 10 years old
- Must meet new VIPER system requirements



VIPER PORTABLE RADIOS

- Implementation of policies and guidelines to help prevent cancer
 - Increased risk of numerous types of cancer in firefighters
 - NC Firefighter Cancer Benefit Pilot Program
 - Will be purchasing additional PPE and supplies
- Currently exploring CPR/First Aid classes for the general public

Miscellaneous Objectives



Mingle with
Kris Kringle
 Presented by Valdese Fire Department

EXISTING PROGRAMS

- Assisting with DHS Fire Academy Program
- Junior Firefighter Program
- Maintenance of fire hydrants
- Safe Kids Program
- Smoke Detector Program
- Emergency Management/Hazard Mitigation
- Burke Co. Homeland Security Task Force
- Town of Valdese Workplace Safety Program

PARKS & RECREATION Parks and Recreation Director David Andersen shared with Council that the COVID pandemic hit the Recreation Department hard, and they are working on returning to normal. Mr. Andersen gave an overview of the services available and a few events that the Recreation Center is bringing back. Mr. Andersen reviewed some successes this year, from the swim team to Lakeside Park additions. In addition, Mr. Andersen shared budget highlights and CIP projects for FY 22-23, including improvements to the Community Center locker room and purchasing a new lawnmower.

**Town of Valdese
Parks and Recreation**
Budget Retreat March 23, 2022



Returning to “Normal”

- + Fitness Programming Increasing in Attendance
 - + SilverSneakers every weekday
 - + Aquacise classes 4 days a week
 - + Line Dancing three days a week
- + Swim Lessons
- + Birthday Parties and Facility Rentals
- + Bowling Leagues

Returning to “Normal”

- + April 11-15:
 - + 2nd Grade Water Safety Program with Valdese Elementary
- + May 14:
 - + Granville Morrow Fun Fish Day
- + September 9:
 - + Dive-In Movie Night

Excellence at Any Age



Valdeese Lakeside Park



Moving Forward and Improving




Departmental Challenges

- + Part-Time Staffing
 - + Concessions Staff
 - + Lifeguard Staff
- + Infrastructure
 - + Aging Facilities
 - + Aging Equipment




Expanding Revenue

- + Suggest Modest Increases in the following areas:
 - + Facility Rentals
 - + Swim Lessons
 - + Aquatics/Fitness Memberships
- + Offer New Programming
 - + Youth Volleyball
 - + Recreational Therapy Programming

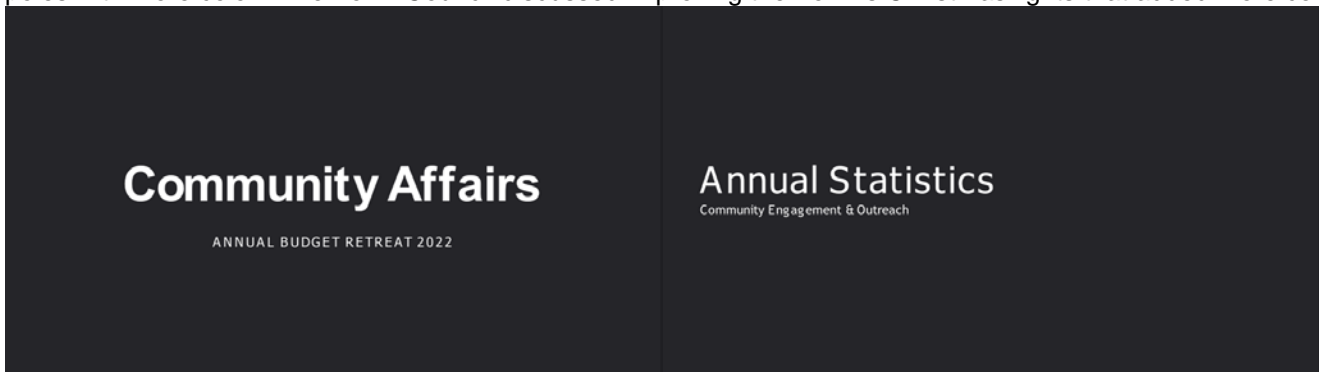


Looking Forward

- + Gymnasium/Locker Room Renovation
 - + Gymnasium, Lobby, and Restrooms
 - + Locker Rooms and Pool/Fitness Lobby
- + Pool Boiler Replacement



COMMUNITY AFFAIRS Community Affairs Director Morrissa Angi shared the annual statistics, showing an increase since 2019. Ms. Angi informed Council of the many projects and renovations that Community Affairs completed this year. Ms. Angi updated Council on Community Affairs CIP. Ms. Angi shared new ideas on improving downtown, including a front lawn at the Old Rock School for future events, an outdoor patio seating area, and new welcome to Valdese signs. Ms. Angi said these were just ideas for the future. Councilwoman Hildebran suggested buying new flags on the light poles with more color. The Town Council discussed improving the Town's Christmas lights that added more color.



Community Affairs
ANNUAL BUDGET RETREAT 2022

Annual Statistics
Community Engagement & Outreach

Outreach & Engagement

14,067

Social Media
Average Engagement = 108,000 per month
Post Reach = Avg. 30,000

94,037

townofvaldese.com
Avg. # of visits per month = 7,844
+20,000 since 2019
**Marganton, Charlotte, Nashville TN, Ashburn VA*

16,000

visitvaldese.com
Site launched in September 2021
5 staff created content saving \$3,500
**Marganton, Charlotte, Nashville TN, Ashburn VA*

5,778

E-Newsletter
33% Open Rate
+700 subscribers since 2019

Old Rock School Statistics

613

❖ **Event
s**

1,385

❖ **Visitor
s**

4

❖ **Businesse
s**

10,356

❖ **Attendee
s**

132

❖ **Free
Events**

4

❖ **Organizations**

Old Rock School is home to the following organizations & businesses:

Tenants who pay lease rates:

- Dream Connections, Inc. = 3,350 sq. ft. = \$12,540
- David Harmon Studios = 800 sq. ft. = \$4,200
- Tranquility Day Spa = 700 sq. ft. = \$4,200
- Modern Treatment HealthCare = 120 sq. ft. = \$600
- Piedmont & Western Railroad Club = 2,677 sq. ft. = \$2,760
- Meals on Wheels = Teachers Cottage 1,600 sq. ft. (shared space) = \$2,400

Tenants who occupy ORS free of charge:

- Rock School Arts Foundation = 2,280 sq. ft.
- Old Colony Players = 1,400 sq. ft. + Amphitheatre Facility
- Free use of auditorium, class & dressing rooms - Waldensian Room is blocked during ticketed events
- Valdese Lions Club = Teachers Cottage (2x per month)
- Valdese Rotary Club (Rotary Room) = 382 sq. ft.

Challenges

- Generating Additional Revenues
 - Old Rock School Rentals - "agreements" limit paid event rentals
 - Loss of big event renters - HEARTS & Carolina Broadway Theatre Group
 - Long ago agreements with organizations - Changes could generate over \$50,000

Good News

- County Tourism Dollars are on the rise
 - Estimated increase of over \$20,000 in occupancy tax revenues for 2022-2023
 - OCP - \$7,500 FTD Advertising Grant -
- Old Rock School Rentals are rebounding after COVID
- Outdoor Event numbers are on the rise

Communication

Advertisements | Promotions | Announcements | Notifications

How do we communicate with citizens?

- Websites
- CodeRED
- Social Media
- Email
- Mailed Newsletters
- Radio
- Flyers
- Media Ads
- Waterbills
- Waterbill Inserts
- New Resident Packets
- Visitor Packets
- Relocation Packets
- Press Releases
- Marquee Listings



New Addition!

On townofvaldese.com -

Any important announcement from PS, PW, TC, etc.

- CodeRED**
- Events
 - Road Closures
 - Hydrant Flushing
 - Water Line Break



How can you be better informed?

- All webpages on townofvaldese.com have this! With Facebook feed!
Newsletter Directory | Bill Pay | Citizens Request | Meetings | Code Enforcement



2021 Events & Celebrations

Virtual | Downtown | Contests

Events

- Bluegrass at the Rock - 6 shows - 102 Season Ticket Holders - Avg. 300 per show
- Lucky Leprechaun Hunt - 250 participants
- Moms with Moxie & Rad Dad photo contest - 100 submissions - 800 approximate votes
- Family Friday Nights - Average 500+ attendees per Friday
- Hunt for Stars & Stripes - 200 participants
- Spring Craft Market - with HVF & RSAF - 50 vendors & 1000 attendees
- Independence Day Celebration - estimated 20,000 attendees
- Waldensian Festival - estimated 10,000 attendees
- Treats in the Streets - estimated 2,000 attendees



- Old Rock School - BOO's - 100 Participants
- Ferocious Pet Costume Contest - w/ Barksid Pet Grooming - 30 submissions
- Christmas in November Craft Show - w/HFV & RSAF - Over 60 vendors Over 1,500 attendees
- Great Gobbler Photo Contest - w/ Farris Insurance - 24 family submissions
- Christmas Parade - estimated 1,000 in attendance
- Christmas in Valdese - Tree Lighting - Carol Singing with OCP - 100 participants
- Christmas Home Decorating Contest - 20 submissions
- Merchant Window Decorating Contest - Over 400 public votes
- Christmas Shop Hop - 100 participants



Valdese Events brought in over 45,000 attendees

NEW EVENTS & IDEAS

- SUPRISE EASTER EGG HUNT
 - 3,000 Eggs hidden at Old Rock School and Parks
 - Plan NOT TO ADVERTISE! Secret Surprise!
 - Surprise event to eliminate issues from 2021
- STAIRS OF HONOR - MEMORIAL DAY & VETERANS DAY
 - The Old Rock School steps will be lit with red/white/blue luminaries
- ART IN THE PARK - SEPTEMBER 2022
 - Partnership with FOVR, RSAF and Rec. Dept. to provide art competition at VLP
- FOUNDERS FESTIVAL - MAY 2023
 - Combine Spring Craft Market, Fun Fish Day and FFN Kickoff to create "new" festival
- OLD ROCK SCHOOL 100TH BIRTHDAY!
 - 20's themed events
- PARADE OF TREES - DECEMBER 2022 - Revenue Generator
 - Possible partnership with Pilot Club to create ticketed tour

Building Improvements

Old Rock School | Teachers Cottage

Tranquility Day Spa - Room #35



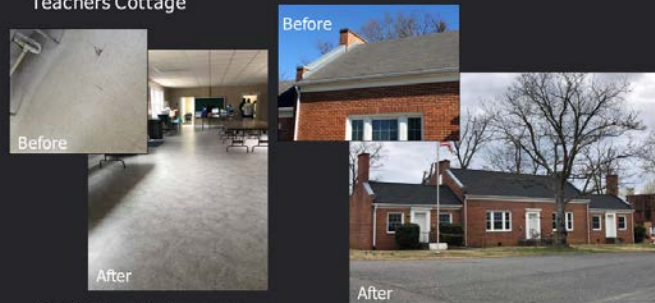
Carpet Removal | Hardwood Floor Refinishing | Ceiling Tiles Replaced | Paint

Small Improvement Projects Completed

Old Rock School | Teachers Cottage | Downtown

- Flood Lights added to the rear of ORS for security - older fixtures replaced
- Chiller Pump - to be repaired by staff - saving approximately \$18,000
- Electrical Upgrades for Old Rock School - Additional outlets, lighting - etc.
- Re-keyed to new master key system - RFF Donation
- Replacement of side entrance door with ADA opener - RFF Donation
- Additional Security Cameras Installed - RFF Donation
- Downtown Landscaping Overhaul - Public Works - Main Street Funds
- Purchased Town Christmas Tree - 20 year life - 18' tall to be installed at ORS

Teachers Cottage



Roof & Floor Replacement

Capital Improvement Plan

Old Rock School | Teachers Cottage

REPLACE STAGE LIGHTING PT. 2	\$80,000.00	2022-2023	Install New LED Stage Lighting System
CLOCK TOWER REPAIR	\$25,000.00	2023-2024	Replace Digital Components, Clock Faces, Chimes, Stucco & Paint
FRONT STEPS & FRONT FAÇADE	\$30,000.00	2023-2024	Tuck & Point Rock Work, Clean, Seal, Resurface Front Steps
PARKING LOTS	\$65,000.00	2024-2025	Resurface, Stripe - Parking Lots
REPLACE AUDITORIUM CARPET & TILE	\$35,000.00	2025-2026	
STAGE WOODWORK REPLACED	\$15,000.00	2025-2026	Repair & Replace facade of auditorium stage

Downtown Improvement Ideas

Streetscape | New Downtown Residents | Gathering Spaces

CREATE "THIRD PLACE"

In community building, the third place is the social surroundings separate from the two usual social environments of home ("first place") and the workplace ("second place").

DOWNTOWN IMPROVEMENT IDEAS

- REMOVE PARKING AREA IN FRONT OF ROCK SCHOOL - REPLACE WITH GRASS LAWN
 - 25 Parking Spaces would be removed (20 spaces added in 2019 with new west lot)
 - Paving \$ vs. increased mowing
 - Restore original design
 - Create gathering place for local residents - GREEN SPACE on Main Street!



DOWNTOWN IMPROVEMENT IDEAS

- CLOSE RODORET STREET BETWEEN 100 MAIN & BOUTIQUE
 - Create outdoor patio space for dining, gathering & art in heart of downtown
 - Connect future businesses on Bobo Street with Main Street



DOWNTOWN IMPROVEMENT IDEAS

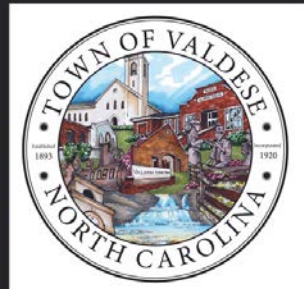
REDESIGN WELCOME SIGNS

- Refresh first impression & welcome
- Improve Landscaping
- Keep existing - back-lite with new logo



DOWNTOWN IMPROVEMENT IDEAS

- REDESIGN GATEWAY SIGNS
 - Refresh first impression
 - Add landscaping



- Replace with new colorful graphic of Valdeese
- Enhance with landscaping
- Utilize existing frame

DOWNTOWN IMPROVEMENT IDEAS

Improve the look of the downtown district with new street signs - enhance "charm"



Community Affairs

ANNUAL BUDGET RETREAT 2022

Questions?

PUBLIC WORKS Public Services Director Greg Padgett and Assistant Public Works Director Allen Hudson gave an overview of the services provided by Public Works. Mr. Hudson shared plans of repairing the previous wash bay, which is larger and would prevent washing vehicles inside the shop. Mr. Hudson and Mr. Padgett discussed the extra trash they have to pick up around town. The excess trash is due to citizens overflowing their trash bins. Council discussed ways to improve the process. Mr. Padgett recommended a \$50.00 charge to citizens who have construction debris to be picked up and a \$2.00 increase to the recycling fee. Mr. Padgett also shared that staff would be having a paving assessment completed this year. Mr. Padgett would like to see the sidewalks assessed in the near future to meet ADA compliance and complete repairs.

VALDESE PUBLIC WORKS



WHAT DEPARTMENTS ARE UNDER THE PUBLIC WORKS UMBRELLA

- Administration
- Maintenance of Building and Grounds
- Sanitation
- Street
- Powell Bill

What drives public works

- Preventative maintenance
- Short term or long term planning
- Budget
- Personnel
- Utilize a work order system to track everything
 - Citizen
 - Internal customer

COMPLETED WORK ORDER

Administration

- Central hub for all public services, including utilities
- Initial public contact for: Trash, Streets, Utilities and all manner of questions.
- Gas and diesel depot for all town equipment/vehicles
- Includes garage.
- Preventative maintenance on town equipment/vehicles
- Minor repairs for town equipment

Scheduled Service



Current Wash Bay

Where staff currently washes vehicles
Doesn't work well for larger equipment
Adjacent to break area



Planned Future Wash Bay

Previously used as wash bay
Did not spend money to maintain equipment
Will allow more room to wash large equipment



Maintenance of Building & Grounds

- Town plantings (mostly main street)
- Cemetery
- Right of way (ROW) mowing where there are sidewalks
- Minor facility maintenance

Centennial Park

Contracted sandblasting of metal part. Staff repaired concrete, painted concrete and painted metal and put back in service.



Sanitation

- Main street trash cans
- Back door service??
- Extra trash pickup?? Why did we start doing this?

- Replacement garbage truck near future.

Trash Issues

This is considered an overflowing trash can by Republic Services. Republic will typically not empty cans like this and it left for public works to go pick it up after the resident calls public works to complain.



March 23 & 24, 2022, MB#31

(b) Construction debris:

(1) The town will not collect construction debris resulting from work performed by a contractor. The contractor and the property owner shall be responsible for promptly disposing of all such construction debris.

(2) Construction debris resulting from work performed by the property owner, individually, (not through a contractor) will be collected by the town provided that the property owner pays the town in advance a fee as determined by the Public Works Director to cover the cost of the collection and disposal of the construction debris.

Staff is recommending a \$50 fee to use the truck for construction debris.

(c) Furniture and white goods: The town will collect only furniture and white goods (appliances) that result from the residential use of the property at which they are to be collected. Such furniture and white goods will be collected at curbside at such times and subject to such other requirements as established by the Public Works Director.

Extra Trash

- Extra trash equaled **387.6 tons** of trash picked up in **2021**
- That is an average of **32.3 tons per month**
- This does include town cans

Extra Trash Pickup

(amount of trash picked up)

According to the town's solid waste ordinance

(h) Clean cardboard that is broken down and stacked beside a mobile container will be collected by the town at the time it collects the waste in the mobile containers. With the exception of such cardboard, the town will not collect solid waste not located inside the mobile containers.



Republic Services

- Trash
 - 1366.78 tons for 2021
 - Average 113.90 tons per month compared to 112.77 tons/month 2020
- Recycle
 - 282.16 tons for 2021
 - Average 23.51 tons per month compare to 26.65 tons/month 2020
- Propose \$2 increase (discussion)
 - What is our goal? Revenue neutral??

Street

- Street signage
- Patching and pothole repair
- Gravel road maintenance
- Brush pickup
- Leaf pickup
- Storm water

Right of Way Maintenance

Clearing a storm drain along Micol.



Right of Way Maintenance

Regrading of side of road to better control storm water. Laurel Street.



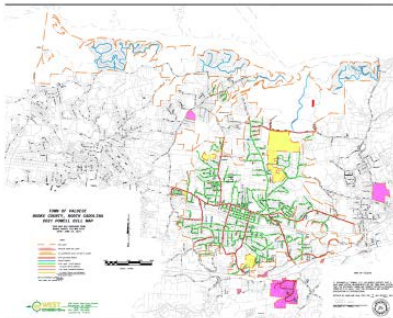
Powell Bill

Stormwater

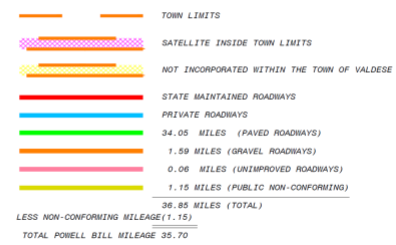
- Western Piedmont Council of Governments (WPCOG)
- 2 year contract, renew July 1, 2023
- Annual report

- Pass thru department – funded by the state
- No control of the amount funded
- Can only be used for town roads or sidewalks and their maintenance
- This is the money we use to pave our roads

Powell Bill Map (Town Streets)



Powell Map Legend



Paving Assessment

Proposals for new paving assessment 2022

Solicited proposals from 4 different companies
 April council agenda
 A tool for planned paving
 Money is the only thing that can bridge the gap in paving



Sidewalk Condition

Side walk needs to be extended to street
 ADA compliance is an issue throughout town

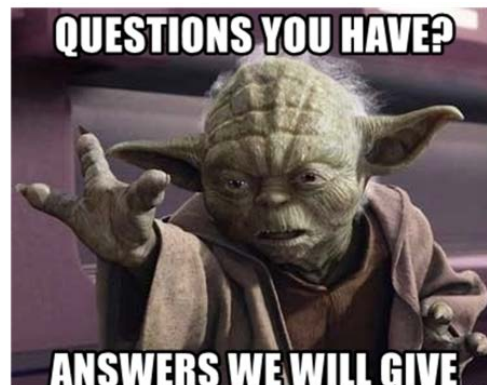
Sidewalk has since been edged



Sidewalk Condition

Needs to be replaced

Council input



At 4:30 p.m., Mayor Watts closed the meeting and continued it to Day 2.

DAY 2 CONTINUED – MARCH 24, 2022

Finance Director Bo Weichel shared the proposed ten-year General Fund Capital Improvement Plan.

March 23 & 24, 2022, MB#31

UTILITY DEPARTMENTS Public Services Director Greg Padgett provided a presentation on recent accomplishments and challenges at the Wastewater and Water Treatment Plants. Mr. Padgett identified various projects that have been completed.

VALDESE PUBLIC UTILITIES

2022-2023

Town of Valdese Water Plant



Water Plant

- Regulations
- Maintaining existing assets
- Increase in demand
 - Population
 - Expansion
 - New industry

Water Plant

- Bleach Conversion completed
- Motor Control Center (MCC) replacement at raw and finished water pump stations

New Liquid Bleach Feed System



Water Usage

	Water Sales					
	2020		2021		2022 (projected)	
	# meters	Gallons	# meters	Gallons	# meters	Gallons (projected)
Residential	4929	209,765,221	4,964	209,825,183	4986	205,970,370
Commercial	341	53,214,800	334	65,773,700	336	56,320,200
Industrial	28	257,106,800	26	295,555,400	26	281,659,800
Wholesale	12	201,362,540	9	210,033,200	9	175,117,560

Lake Rhodhiss Wastewater Plant



Wastewater Plant

- Regulations
- Maintaining existing assets

Wastewater

Loader to be replaced
Wood chips – both purchased and generated
Town brush – collected by public works and ground for wood chips



Water Distribution System

After hours repair on Praley St.

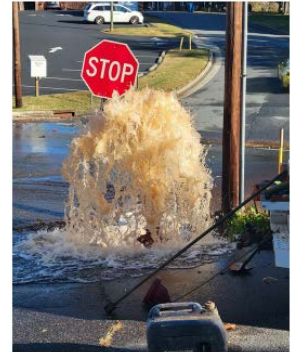


Distribution System

- Future needs / projects
- Hydraulics
- Improvement of pressure
- Expansion
- Quality improvements
- Maintaining existing lines

Sometimes you just have to stop what you are doing and take care of problems

Water leak on Eldred



Collections System

- Future needs / projects
 - Expansion – not likely
- Maintaining current assets
- Active project – cline pump station improvements
- Repair identified problem areas
 - Approximately 600 lf across from town hall

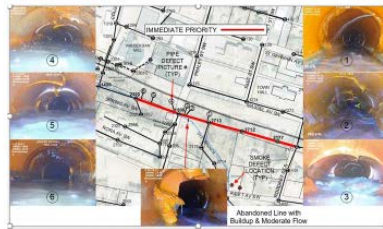
Wastewater Collection System

Sewer stoppage



Sewer Issue

Discovered during I&I project
Emergency Repair
April Agenda



CAPITAL IMPROVEMENTS PLAN WATER & SEWER RATE STUDY R.J. Mozeley with McGill Associates provided updates on recent accomplishments, current projects, upcoming projects and presented the Water and Sewer Utility Fund Capital Improvement Plan. Mr. Mozeley explained to Council that the CIP list items are either for a regulatory requirement, viability as if the equipment will stay running, efficiency, and is their growth needing to expand. These are the four categories that everything on the CIP list has to fit in. Mr. Mozeley discussed a few highlights over the next ten years.

March 23 & 24, 2022, MB#31

Dale Schepers with McGill Associates provided an overview of the Water and Sewer Utility Fund Summary Financial Analysis and Funding Awards Summary. Mr. Schepers noted a graph that shows projected debt services and cash financed CIP over the next several years, and the amounts continue to climb. Mr. Schepers explained that an increase in water and sewer rates would need to occur. Mr. Schepers reminded Council that the numbers are made on assumptions and adjustments would be made in the 10-year plan.

Mr. Mozeley shared the current and proposed water and sewer rates based on the projected numbers. Mr. Mozeley recommends a 4% residential increase, 4% for wholesale, and a 5% increase for commercial and industrial increase for this coming year. The sewer increase would be 4% across the board.



Projects in Progress

- WTP Electrical Upgrades
 - Raw Water PS
 - High Service PS
- Water Asset Inventory & Assessment Grant
- Cline Avenue Basin Improvements



Upcoming/Continuing Projects

- WTP Electrical Sub-Station Upgrades
- Water Asset Inventory & Assessment Grant
- Cline Avenue Basin Improvements
- WTP Treatment Process Replacements
- Failing Sewer Line Replacement
- Water Line Replacement
- Valdeese Bluffs Water & Sewer Grant

Why Develop a CIP

- Planned Infrastructure Replacement
- System Renewal, Reliability & Regulatory Readiness
- System Stability
 - Financial & Operational
- Advantageous Position for Funding
- Manage Future Financial Condition

Why Develop a CIP



Failed Ductile Iron Pipe – 9 years old.

Why Develop a CIP



Water Treatment Plant – Finished Water Clearwell

Why Develop a CIP



Water Treatment Plant – Backup Generator

What Projects Make Up The CIP?

- Assure Infrastructure Viability
- Improve Infrastructure Efficiency
- Satisfy Regulatory Requirements
- System Growth (i.e. new development = new revenue)

Market Considerations

- Energy Sector Inflation 27% increase from 12/2020 – 12/2021
- Consumer Price Index Up 7%
- Construction Bid Market Impacted by COVID
- Supply Chain Strained – Pricing Risk for Contractors
- System Growth is Flat but Costs Escalate

2022 Example Budget Expense Growth:
 $\$4.738M \times 2.5\% = \$4.856M$ in 2023 (\$118K Increase)

**Town of Valdese Water and Sewer Utility Fund
 Capital Improvements Plan**

Water Distribution / Sewer Collection		10-yr CIP Cost	Test Year	FY 1	FY 2	FY 3	FY 4	FY 5	FY 6	FY 7	FY 8	FY 9	FY 10	Years 11+
Project Number	Project Description	Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Vehicles and Equipment														
1	2022 Chevy 3500 Diesel 4x4	-	55,000											76,130
2	2014 Cat Mini Tractor	87,300			87,300									
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	33,400			33,400									
8	2006 Chevy Dump Truck 1.5 Ton	52,200			52,200									
9	2017 Ford F250 4x4	60,200							60,200					
10	2016 Ford F150 4x4	30,800					30,800							
Subtotal Vehicles and Equipment		408,100	66,000		172,800		78,800	78,800	40,000			40,000		76,130
Infrastructure Improvements														
11	Advent Ct. Tank and Booster Station	-												3,850,500
12	Meter Replacements	154,100			15,700	16,000	16,400	16,700	17,100	17,500	17,900	18,200	18,600	
13	Renew Arc-Flash Study	7,200				3,400				3,800				2,091,470
14	Jagins Avenue P3 Gravity Sewer Extension	-												4,403,660
15	Holly Hills Sewer System Extension	-												
16	Ridgewood-180 Loop	907,200			907,200									
17	Mt. Home - Hawkins Loop	1,764,100							1,764,100					
18	Jacurim Rd. Loop	-												3,837,750
19	Water Main Replacement	750,000										750,000		
20	Sewer Main Rehabilitation	3,250,000					1,500,000				1,750,000			
Subtotal - Infrastructure Improvements		8,832,800			16,700	828,800	1,618,400	16,700	1,786,500	17,600	1,787,900	788,200	18,800	14,183,360
Subtotal: Water Distribution / Sewer Collection		7,338,700	66,000		188,800	828,800	1,682,700	93,800	1,826,000	17,600	1,787,900	808,200	18,800	14,269,480
Test Year (FY23) CIP: Water Distribution / Sewer Collection			66,000											
10-yr CIP: Water Distribution / Sewer Collection		7,338,700		0	188,800	828,800	1,682,700	93,800	1,826,000	17,600	1,787,900	808,200	18,800	14,269,480

**Town of Valdese Water and Sewer Utility Fund
 Capital Improvements Plan**

Water Treatment Division		10-yr CIP Cost	Test Year	FY 1	FY 2	FY 3	FY 4	FY 5	FY 6	FY 7	FY 8	FY 9	FY 10	Years 11+
Project Number	Project Description	Cost	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Vehicles and Equipment														
1	2018 Escalade	32,700					32,700							
2	2017 Ford F-250	34,600							34,600					
3	2004 Ford F-150	28,200			28,200									
4	New 4-Wheel Drive Lawnmower	17,600					17,600							
Subtotal Vehicles and Equipment		113,000			28,200		60,200		34,600					
Plant Upgrades and Improvements														
6	Roof Replacement - Main Building	-	65,000											
6	Roof Replacement - Finished Water P3	20,900			20,900									
7	Roof Replacement - Raw Water P3	25,000		25,000										
8	Water Treatment Plant Upgrades	4,783,900			4,783,900									
9	Raw Water Pumps, Piping & Valve Replacement	4,321,630											4,321,630	4,451,280
10	Pave Raw Water P3 Access Road	-											166,100	
11	Renew Arc-Flash Study	36,600												
12	SCADA Upgrades (add #2 and #3 P/WP)	48,000	20,000			15,600			20,000					
13	Move #2 and #3 Tap mic to roof (upstairs)	-												180,000
14	Tank Maintenance	88,000	20,000			8,000		80,000						
15	WTP Equipment Rehab & Replacement	132,000										125,000		
16	Electrical Substation	375,000		375,000										
Subtotal - Plant Upgrades and Improvements		8,801,630	86,000	400,000	4,784,800	24,600	126,000		20,000		126,000		4,321,630	4,787,380
Total - Water Treatment Division		8,914,630	86,000	400,000	4,813,000	24,600	176,200	34,600	20,000		126,000		4,321,630	4,787,380
Test Year (FY23) CIP: Water Treatment Division			86,000											
10-yr CIP: Water Treatment Division FY23-32		8,914,630		400,000	4,813,000	24,600	176,200	34,600	20,000	0	126,000	0	4,321,630	4,787,380

Town of Valdese Water and Sewer Utility Fund
Capital Improvements Plan

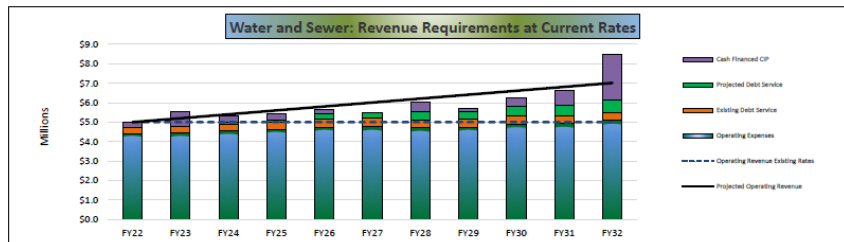
Wastewater Treatment Division														
Project Number	Project Description	10-Yr CIP Cost	Test Year 2022	FY 1 2023	FY 2 2024	FY 3 2026	FY 4 2028	FY 5 2027	FY 6 2028	FY 7 2029	FY 8 2030	FY 9 2031	FY 10 2032	Years 11+
Vehicles and Equipment														
1	1996 Biosolids Truck	62,400			62,400									
2	Sludge Trailer	38,500			38,500									
3	2008 Compost Loader	158,600		158,600										
4	2014 Plant Truck	32,700					32,700							
5	Main Vehicle 2013	-	35,000											
6	2017 Lab Truck	28,500							28,500					
7	Riding Mower (2004)	11,800								11,800				10,100
Subtotal Vehicles and Equipment		332,600	35,000	168,800	100,900	-	32,700	-	28,500	11,800	-	-	-	10,100
Plant Upgrades and Improvements														
8	Seal Replacement for Influent Pumps 1&2	7,400	6,000							7,400				18,300
9	Seal Replacement for Influent Pumps 3&4	16,900					16,900							6,000
10	Seal Replacement for Secondary Waste Pumps	-	9,300											
11	Seal Replacement for Sludge Recycle Pumps	11,000				11,000								
12	Centrifuge #2 Overhaul	80,600			80,600									
13	Centrifuge #1 Overhaul	93,000				93,000								
14	Roof 502 Building	-	15,730											
15	Admin Building Roof	70,000					70,000							
16	Dewatering Building Roof	115,000									115,000			
17	Sludge Recycle PB Building Roof	56,000							56,000					
18	Sludge Grinder #1	-												20,000
19	Sludge Grinder #2	-												19,100
20	Aeration Basin	-												5,953,800
21	Spare Pump Cline Street	6,500			6,500									
22	Cline Street PB Modifications	1,490,000			1,490,000									
23	Spare Pump Morgan Tract	8,700	8,000			8,700								
24	Spare Pump High Meadows	8,700	8,000			8,700								
25	Spare Pump John Berry	-												108,000
26	Spare Pump Seliz	-												55,000
27	Primary Clarifier #2 Drive & Bridge Replacement	-	110,500											
28	SCADA	29,300												
29	Renew Arc-Flash Study	31,700				13,700	19,000		18,000			19,700		
30	5' Compound Flow Meter	-												83,050
31	Biosolids Drying Equipment	-												10,800,000
32	Conversion to Ultraviolet Disinfection	-			40,000				25,000					937,000
33	Concrete Work at Compost Pad	65,000							116,500					
34	PLTR Equipment Rehab & Replacement	436,500								120,000	200,000			
35	Recycle Pump / Motor / VFD Replace	206,000		206,000										
Subtotal Plant Upgrades and Improvements		2,722,200	167,630	206,000	1,817,100	126,100	100,400	-	216,600	127,400	316,000	16,700	-	18,006,260
Subtotal - Wastewater Treatment Division		3,054,700	192,630	374,800	1,718,000	126,100	133,100	-	244,000	139,200	316,000	16,700	-	18,016,560
Total Water System Capital Improvements Plan														
Test Year (FY22) CIP: Total Water System			342,530											
10-Yr CIP: Total Water System		20,207,430		764,600	6,719,600	1,076,300	1,901,000	128,200	2,089,000	156,700	2,207,900	823,900	4,340,230	37,037,210

Valdese, NC
Revenue Requirements Analysis

Financial Model Output Summary
10-Year Planning Period

Revenue											
Description	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32
Operating Revenue Existing Rates	5,002,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000	4,997,000
New Revenue (Cumulative amount)	-	202,000	404,000	606,000	808,000	1,010,000	1,212,000	1,414,000	1,615,000	1,817,000	2,019,000
Projected Operating Revenue	5,002,000	5,199,000	5,401,000	5,603,000	5,805,000	6,007,000	6,209,000	6,411,000	6,612,000	6,814,000	7,016,000
Non Operating Revenue from Capital Reserve	-	365,000	182,000	111,000	70,000	-	-	-	-	-	-
Expenses											
Operating Expenses	4,415,000	4,435,000	4,542,000	4,621,000	4,738,000	4,764,000	4,704,000	4,733,000	4,888,000	4,917,000	5,086,000
Cash Financed CIP	253,000	765,000	323,000	301,000	242,000	17,000	521,000	145,000	458,000	784,000	2,340,000
Projected Debt Service	20,000	-	85,000	131,000	258,000	283,000	392,000	395,000	507,000	516,000	647,000
Existing Debt Service	283,000	365,000	365,000	365,000	431,000	437,000	421,000	420,000	419,000	419,000	418,000
Percent Increase Applied											
Revenue Adjustment Percentage		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Financial Outcomes											
Expenses to Cover	4,971,000	5,565,000	5,315,000	5,418,000	5,669,000	5,501,000	6,038,000	5,693,000	6,272,000	6,636,000	8,491,000
Difference / (Shortage)	-	(1,000)	268,000	296,000	206,000	506,000	171,000	718,000	340,000	178,000	(1,475,000)
Effect on Customer Bills											
Combined Residential Bill 3,000 gal	\$ 41.40	\$ 43.10	\$ 44.90	\$ 46.75	\$ 48.65	\$ 50.65	\$ 52.75	\$ 54.90	\$ 57.15	\$ 59.50	\$ 61.95
Monthly Combined Residential Bill Change	\$	\$ 1.70	\$ 1.80	\$ 1.85	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.15	\$ 2.25	\$ 2.35	\$ 2.45
Financial Indicators											
Fund Balance Tracker	1,648,000	1,647,000	1,915,000	2,211,000	2,417,000	2,923,000	3,094,000	3,812,000	4,152,000	4,330,000	2,855,000
Fund Balance Days Cash on Hand	121	108	132	149	156	194	187	244	242	238	123
Fund Balance % of Expenses to Cover	33%	30%	36%	41%	43%	53%	51%	67%	66%	65%	34%
Capital Reserve Fund	737,000	372,000	190,000	79,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000

Summary Chart



Water/Sewer Utility Capital Investment

Description	Total CIP	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32
Water Treatment	9,914,000	400,000	4,813,000	24,600	175,200	34,600	20,000	-	125,000	-	4,321,600
Wastewater Treatment	3,055,000	364,600	1,718,000	125,100	133,100	-	244,000	139,200	315,000	15,700	-
Water Distribution / Sewer Collection	7,239,000	-	188,800	926,600	1,592,700	93,600	1,625,000	17,500	1,767,900	806,200	16,600
Total Water/Sewer System CIP	20,208,000	764,600	6,719,600	1,076,300	1,901,000	128,200	2,089,000	156,700	2,207,900	823,900	4,340,230

FY2023 Rate Recommendations

Water

- 4% Residential
- 5% Commercial & Industrial
- 4% Wholesale

Sewer

- 4% All Classes

Percentage Increase	Monthly Residential Increase (3,000 gal)	Resulting 2023 Enterprise Fund Revenue
4%	\$1.70	\$202,000

Wisdom in Affordability & Balance

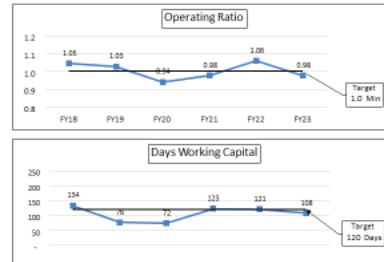
- Manage the Enterprise Fund's Health
- Avoid Deferrals, Costs Always Escalate
- Accomplish Projects
 - Spend Cash / Borrow / Manage Rate Increases
- Manage Debt Load
- Town's Regional Presence & Longevity
- Viability & the Utility Industry

Financial Benchmarks

Metric	2022 Value	Proposed 2023 Value	Benchmark
Operating Ratio	1.06	0.98	1.0 or greater
Days Working Capital	121 days	108 days	120 days or greater
Debt Service Coverage Ratio	3.85	2.17	1.2 or greater
Sufficiency of Revenue above Debt	6%	7%	25% or less

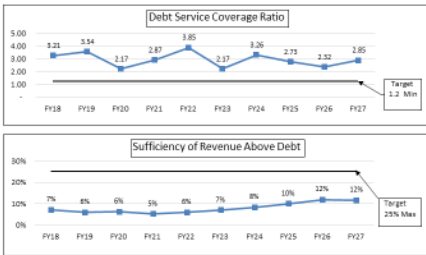
Note: All benchmark values are projections from P21 Audit values.

Financial Benchmark Trend Projections



Note: All benchmark values are projections using P21 Audit values.

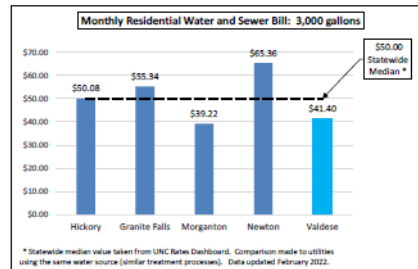
Financial Benchmark Trend Projections



Note: All benchmark values are projections using P21 Audit values.

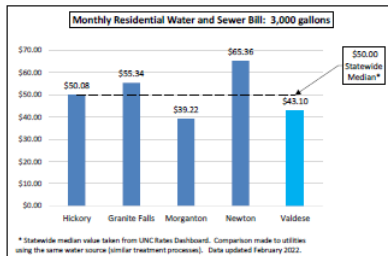
Residential Water Bill Comparison

Monthly Residential Bill: Existing Rates



Residential Water Bill Comparison

Monthly Residential Bill: Proposed Rates



Recap / Conclusions

- 7th Year of CIP & Financial Model Planning Process
- CIP Guides Decision Making, Budgeting & Operations
- Balance Cash vs Debt vs Rate Increases
- Future Capital Needs
- Healthy and Sustainable Enterprise Fund

Percentage Increase	Monthly Residential Increase (3,000 gal)	Resulting 2023 Enterprise Fund Revenue
4%	\$1.70	\$202,000

ADJOURNMENT: At 12:17 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, April 4, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

April 4, 2022, MB#31

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
APRIL 4, 2022**

The Town of Valdese Town Council met on Monday, April 4, 2022, 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, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilman Paul Mears, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Frances Hildebran

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: Mayor Watts 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.

VALDESE POOL – JEAN MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole shared that she was concerned with the Valdese pool being closed because the pool boiler was broken. Ms. Cole requested that her membership be put on hold until it is back open. Ms. Cole encouraged the Council to approve the purchase a new pool boiler.

Councilman Ogle shared with Council that Marc Demiter wanted to come to speak tonight but was unable to due to sickness. Councilman Ogle shared that he was concerned about the Public Safety Building being built on the Pineburr Property because of the noise.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF MARCH 7, 2022

APPROVED BUDGET RETREAT MINUTES OF MARCH 23 & 24, 2022

APPROVED SUNDAY, APRIL 10, 2022 AS TAX LIEN ADVERTISING DATE FOR REAL PROPERTY

SPRING LITTER SWEEP, APRIL 16-30, 2022

APPROVED REQUEST FROM AMERICAN LEGION POST 234 TO SELL BEER AT TOWN SPONSORED EVENTS: The Ladies Auxiliary has been authorized to sell beer at the Independence Day Celebration on July 1, 2022, from 5:00 p.m. until 11:00 p.m., and the 47th Annual Waldensian Festival events on August 12, 2022, from 5:00 p.m. until 11:00 p.m. and April 13, 2022, from 5:00 p.m. until 10:00 p.m.

APPROVED DATE FOR PUBLIC HEARING DATE FOR RE-ZONING OF TOWN-OWNED PROPERTY ON PINEBURR AVE., MONDAY, MAY 2, 2022

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

End Consent Agenda

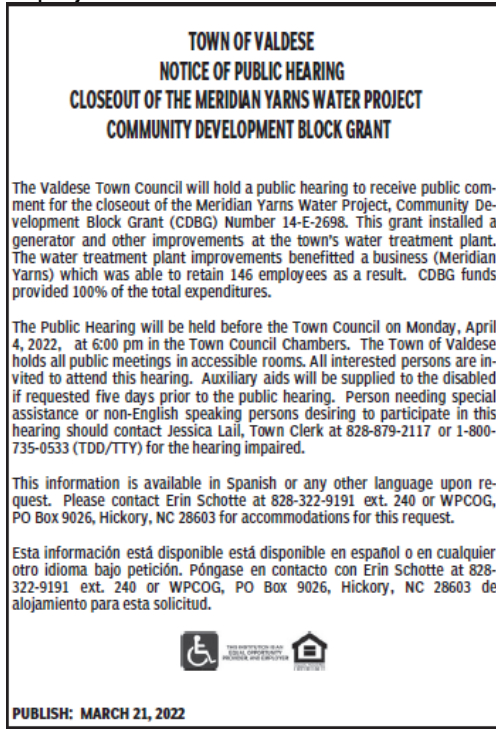
ITEMS REMOVED FROM CONSENT AGENDA: None

April 4, 2022, MB#31

INTRODUCTION OF NEW EMPLOYEES: Police Chief Jack Moss introduced Police Officer Jason Xaysana. Finance Director Bo Weichel introduced Customer Service Representative Angel Mitchell. Public Services Director Greg Padgett introduced Street Maintenance Worker Josh Davis.

PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT CLOSEOUT: Mayor Watts opened the Public Hearing.

Sherry Long, WPCOG Assistant Executive Director, reminded Council that the Town received a grant for funding for a Community Development Block Grant and received \$1,000,000. Ms. Long shared that the grant #14-E-2698 funds installed a generator, valve, and associated appurtenances at the Valdese Water Treatment Plant. Ms. Long shared that providing these improvements enabled Meridian Yarns to expand their operations into a new building addition and retained 146 employees. Ms. Long shared that this Public Hearing would close out the grant project.



Mayor Watts asked if anyone wished to speak either for or against the proposed grant closeout.

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

Councilman Ogle made a motion to approve the community block grant #14-E-2698 closeout and allow WPCOG to submit the final documentation, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED RESOLUTION FOR LOAN APPLICATION – DIVISION OF WATER INFRASTRUCTURE:

RJ Mozeley with McGill Associates presented the following Resolution for improvements at the Valdese Water Treatment Plant:

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of drinking water treatment works, and

WHEREAS, The Town of Valdese has need for and intends to construct a drinking water treatment works project described as Valdese Water Treatment Plant Improvements, and

WHEREAS, The Town of Valdese intends to request State loan and/or grant assistance for the project,

April 4, 2022, MB#31

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

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

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

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Valdese to make scheduled repayment of the loan, to withhold from the Town of Valdese any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

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

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

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

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

Adopted this the 4th of April, 2022 at Valdese, North Carolina.

Charles Watts, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting _____ (title of officer) 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 Valdese Town Council duly held on the 4th day of April, 2022; 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 April, 2022.

Jessica Lail, Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution, seconded by Councilman Thompson. The vote was unanimous.

ADOPTED FY 22-23 UTILITY CAPITAL IMPROVEMENTS PLAN: RJ Mozeley with McGill Associates explained to Council that in order to be competitive for the SRF/ARPA funding grant, the Utility CIP would need to be adopted with that project included. Town Manager Seth Eckard explained that the adoption of the CIP does not bind the Council to the CIP; it will just help with receiving the grant.

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

April 4, 2022, MB#31

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 24th day of March, 2022 during the Town's annual budget retreat.

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF VALDESE: That the Town of Valdese, does hereby adopt and enact the aforementioned CIP effective the 4th day of April, 2022.

Adopted this the 4th day of April, 2022 at Valdese, North Carolina.

Charles Watts, 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 authorizing the adoption of a 10-year Capital Improvements Plan (CIP), as regularly adopted at a legally convened meeting of the Valdese Town Council duly held on the 4th day of April, 2022; 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 April, 2022.

Jessica Lail, Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution to adopt the CIP, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED SEWER LINE REPAIR ACROSS FROM TOWN HALL: Public Services Director Greg Padgett reminded Council that at the March 7, 2022, Council meeting, Benjie Thomas presented the results of our AIA Wastewater study. One of the pressing issues discovered was a section of a sewer line across from Town Hall. Mr. Padgett explained that the creek runs through the sewer line, which needs to be addressed immediately. Mr. Padgett talked to three contractors, one never gave a quote, and one said it was too big of a project. Mr. Padgett recommends Hickory Sand Co., to complete the project in the amount of \$59,025.

Councilman Ogle made a motion to approve sewer line repair work in the amount of \$59,025 with Hickory Sand, Co., seconded by Councilman Mears. The vote was unanimous.

APPROVED ENGINEERING CONTRACT FOR VALDESE BLUFFS WATER/SEWER DESIGN: Public Services Director Greg Padgett presented an Agreement for Engineering Services with McGill Associates, P.A. for the Valdese Bluffs Water/Sewer Design. Mr. Padgett explained that the Town received a grant in the amount of \$801,983 to get water and sewer to the proposed Valdese Bluffs Development. The project may require more money, but this will be a good start. Mr. Padgett said that we would receive the funds as we requested.

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ___ day of 2022, by and between Town of Valdese (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled Valdese Bluffs Water and Sewer Extension Project as generally described in Attachment "A", and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder. The ENGINEER shall designate a representative to be the central point of contact with the OWNER during execution of the work included herein.

1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.

1.3 The ENGINEER shall assist in the pursuit of obtaining, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 PLANNING AND DESIGN PHASE

2.1.1 Consult with the OWNER to fully determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.

2.1.2 Coordinate and conduct initial coordination meeting with the OWNER as needed to establish communication lines, review project schedules and gather data and information from the OWNER.

2.1.3 Complete a topographical survey of the project area to develop construction documents.

2.1.4 Coordinate the provision of subsurface investigation by others, including assisting with solicitations and preparing site maps identifying locations for testing.

2.1.5 Prepare a preliminary layout for review with the Owner for concurrence and acceptance.

2.1.6 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work of the Project.

2.1.7 Review design documents described above with the OWNER for comments and approval.

2.1.8 Prepare and submit plans and specifications to NCDEQ Division of Water Infrastructure to assist in obtaining the funding approval.

2.1.9 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources (Water Quality Section), NCDEQ Division of Water Resources (Public Water Supply Section), and NC DEMRL Land Quality Section to assist in obtaining the construction approvals.

2.1.10 Perform an internal quality control and constructability review of the project.

April 4, 2022, MB#31

- 2.1.11 Prepare an updated opinion of probable cost upon completion of the final design plans, and advise the OWNER of any adjustment of the Project cost caused by changes in scope, design requirements or construction costs.
- 2.1.12 Furnish one (1) hard copy and one (1) electronic PDF copy of the final design documents to the OWNER.
- 2.1.13 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.
- 2.1.14 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.1.15 Schedule a Pre-Bid Conference with the all prospective bidders and the OWNER to address any bidding questions.
- 2.1.16 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.1.17 Coordinate funding, DBE, and award documentation with DWI.
- 2.1.18 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.1.19 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing and submitting permit applications or other documents to any agency or entity except for NCDWR and NCDEQ-PWSS as listed in Section 2.
- 3.4 Preparing design documents, calculations, design plans, or technical specifications for a sewer pump station in the event that gravity sewer extension is deemed infeasible.
- 3.5 Preparing documents for alternate bids, phasing of construction, or multiple contracts requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Design Phase.
- 3.6 Value engineering and negotiation with the lowest responsive, responsible bidder, in an effort to reduce the project's construction cost.
- 3.7 Preparation of easement maps or supporting documents for either the water or sewer system extensions.
- 3.8 Construction phase services, as requested, will be provided as part of an amendment to this contract.

April 4, 2022, MB#31

- 3.9 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.10 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.11 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.12 Additional services in connection with administering project funding.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project. Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.2 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.5 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.6 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.7 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.8 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in this Agreement.
- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services

April 4, 2022, MB#31

described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall endeavor to achieve the milestones issued by the Division of Water Infrastructure .

5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

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

Sewer Planning Phase Services \$56,455
Sewer Design Phase Services \$44,110
Water Planning Phase Services \$6,015
Water Design Phase Services \$6,200
Total Lump Sum Fee \$112,780

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

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

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

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing

fifteen (15) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of fifteen (15) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.

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

7.2 OWNERSHIP OF DOCUMENTS

7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. After the ENGINEER has been paid in full, the OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER, which permission shall not be unreasonably withheld, and shall entitle him to further reasonable compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

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

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

7.4 INSURANCE AND CLAIMS

7.4.1 The ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations. Such insurance shall be provided by Insurer(s) satisfactory to the OWNER, and evidence of such insurance in the form of an industry-standard ACORD Certificate of Insurance satisfactory to the OWNER shall be delivered to the OWNER on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall require that the OWNER be given written notice at least thirty (30) days in advance of any modification or termination of any insurance coverage.

7.4.2 AUTOMOBILE LIABILITY – Bodily injury and property damage liability insurance shall be carried covering all owned, non-owned, and hired automobiles for a limit of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence.

7.4.3 COMMERCIAL GENERAL LIABILITY – Bodily injury and property damage liability shall be carried to protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$2,000,000. This insurance shall include coverage for product / completed operations liability, personal and advertising injury liability, and contractual liability.

7.4.4 PROFESSIONAL LIABILITY – Insuring against professional negligence / errors and omissions on a claims-made basis with policy limits of \$2,000,000 per claim / \$2,000,000 annual aggregate.

7.4.5 WORKERS' COMPENSATION – Workers' Compensation Insurance coverage shall be carried meeting the statutory requirements of the State of North Carolina, even if the ENGINEER is not required by law to maintain such insurance. Said Workers' Compensation Insurance coverage shall have at least the following limits of Employer's Liability coverage - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.4.6 EXCESS / UMBRELLA LIABILITY – Excess or Umbrella Liability coverage shall be carried providing coverage above the above stated limits of Automobile Liability, Commercial General Liability, and Workers' Compensation (Employer's Liability) in an amount of not less than \$3,000,000 Combined Single Limit for bodily injury and property damage in any one occurrence with an aggregate limit of \$3,000,000.

7.4.7 ENGINEER's total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, members, partners, agents, employees, and sub-consultants, to the OWNER and to anyone claiming by, through, or under OWNER for any and all claims, losses, cost, or damages whatsoever arising out of, resulting from, or in any way related to the Project, this Agreement, or ENGINEER's performance, from any cause including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, or indemnity, shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of claims under the terms and conditions of ENGINEER's insurance policies applicable thereto.

7.5 SUCCESSORS AND ASSIGNS

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

7.6 INDEMNIFICATION

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

7.6 ENTIRE AGREEMENT

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

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

(SEAL) TOWN OF VALDESE

Jessica Lail Clerk

Seth Eckard Town Manager

PRE-AUDIT CERTIFICATION:

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

Bo Weichel Finance Director

ATTACHMENT "A" PROJECT UNDERSTANDING

April 4, 2022, MB#31
MAIN STREET WATER AND SEWER LINE REPLACEMENTS

The 2021 American Rescue Plan (ARP) provides funds, through the State Fiscal Recovery Fund, that the NC General Assembly allocated as 100% grants. The Town of Valdese received a grant in the amount of \$801,983 for the extension of water and wastewater service to the Valdese Bluffs Development.

The project includes the extension of an existing 12-inch water main in the project area for a length of approximately 725 LF with ductile iron pipe (DIP). The project also includes the extension of approximately 1,985 LF of 12-inch gravity sewer lines, aerial pier supports and associated manholes and new precast concrete manholes. Sanitary sewer pipe will be long-span ductile iron type where necessary for aerial spans and as required by depth. The water main and gravity sewer extensions shall be configured to coordinate with utility plans provided by the Developer's Engineer within the proposed subdivision site near Lovelady Road and Lake Rhodhiss.

ATTACHMENT "B" STANDARD RATE AND FEE SCHEDULE

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

1. EXPENSES

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

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

April 4, 2022, MB#31

Councilman Ogle made a motion to approve the Engineering Contract for the Valdese Bluffs Water/Sewer Design with McGill Associates, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED TOWN WIDE PAVING ASSESSMENT: Public Services Director Greg Padgett shared that the last time the Town had a paving assessment was in 2015, and it is recommended by the Federal Highway Administration to be completed every three-five years. Mr. Padgett is recommending that J.M. Teague perform the paving assessment in the amount of \$14,300. Council was interested in also performing a sidewalk assessment at the same time. Town Manager Seth Eckard suggested that if Council wanted to approve the sidewalk assessment, we could follow up with a contract/budget amendment once we get the amount.

Councilman Mears made a motion to approve the Town-wide paving assessment and sidewalk assessment by J.M. Teague, seconded by Councilman Ogle. The vote was unanimous.

APPROVED RESOLUTION OF SALE OF TOWN-OWNED PROPERTY LOCATED AT 204 JANAVEL AVE. SW: Planning Director Larry Johnson shared that on March 7, 2022, Council adopted a Resolution for authorizing upset bids on 0.26 acres of town-owned property located at 204 Janavel Avenue SW. Mr. Johnson did not receive any upset bids.

Mr. Johnson presented the following Resolution for the final sale of property.

RESOLUTION

(Sale of 0.259 Acres of 204 Janavel Avenue SW, Valdese, NC)

WHEREAS, Ned Fowler ("**Buyer**") offered to purchase from the Town of Valdese (the "**Town**") for the sum of \$25,000.00 certain property located at 204 Janavel Avenue SW, Valdese, North Carolina (the "**Property**"), which is described as follows:

Beginning at a point said point being located in the northern right of way margin of Janavel Avenue SW said point being the southeast corner with Blue Ridge Housing of Burke, LLC Deed Book 2578, Page 145, Burke County Registry; and running thence with the line of Blue Ridge Housing of Burke, LLC North 14° 05' 13" East 134 feet to a point in the southern line of Foothills Service Project Deed Book 1811, Page 783, Burke County Registry; and running thence with the line of Foothills Service Project South 72° 55' 00" East 85.60 feet to a point; continuing thence a new line South 14° 10' 00" West 131.65 feet to a point in the northern line of Janavel Avenue; and running thence with the line of Janavel Avenue right of way North 73° 13' 59" West 85.40 feet to the point in place of beginning and being a total 0.259 acres and being according to a survey prepared by West Consultants, PLLC, titled Property Of: Town of Valdese, and being a portion of PIN: 2733950313 and Deed Book 592 Page 904, Burke County Registry.

DEED REF: Book 592, Page 904, Burke County Public Registry
REID NO.: 38646
PIN NO.: 2733950313

WHEREAS, at its March 7, 2022, regular meeting, the Town council adopted a Resolution Authorizing Upset Bid Process proposing to accept this offer;

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

WHEREAS, more than ten (10) days expired without there being an upset bid, and the \$25,000.00 offer made by Buyer is the last and highest bid for the Property; and

WHEREAS, the Town does not need the Property, and the Town therefore desires to accept the offer made by Buyer and sell the Property to him upon the terms hereafter set forth.

IT IS THEREFORE RESOLVED that, pursuant to N.C.G.S. § 160A-269, the sale of the Property to Buyer for the purchase price of \$25,000.00 is approved; that the Property shall be sold "as is" and subject

April 4, 2022, MB#31

to all existing easements; that the Town shall reserve easements for all Town utility lines located on or under the property, if any; and that the Town manager is authorized and directed to deliver to Buyer a special warranty deed for the Property upon receipt of the purchase price, subject to the above terms and conditions.

THIS RESOLUTION IS ADOPTED APRIL _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to approve the aforementioned Resolution, seconded by Councilman Mears. The vote was unanimous.

ADOPTED AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE: Police Chief Jack Moss presented the following changes to the Animal Control Ordinance:

ORDINANCE NO. 22-_____
ORDINANCE AMENDING ANIMAL CONTROL ORDINANCE

WHEREAS, Town Council passed a pay classification schedule in 2021 identifying the position of Animal Control Officer as a new position. The Town Manager then exercised his powers under Section 8-2005 of the Animal Control Ordinance to reorganize the departments and designate the Chief of Police as the Town's Animal Control Officer. The authorities previously granted to the Director of Public Works under the Animal Control Ordinance are now, therefore, held by the Chief of Police; and

WHEREAS, Town Council desires to amend certain sections of the Animal Control Ordinance to substitute the Chief of Police for the Director of Public Works as the Town's Animal Control Officer.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Section 8-2005 Definitions.

Animal control officer. An employee or agent of the town, designated by the Town Manager or the Chief of Police or some other authorized person to administer and enforce the permitting, inspection and enforcement requirements of this chapter and applicable state laws.

Section 8-2011 Supervision.

This chapter and other ordinances or state laws dealing with dogs, cats and animals shall be administered under the direction and supervision of the Town Manager and the Chief of Police who shall be responsible for the development and implementation of policies and procedures providing for the enforcement of this chapter. Specific duties and responsibilities assigned to the Town of Valdese Police Department, or to the Chief of Police, by this chapter may be delegated to animal control officers and other personnel.

Section 8-2013 Personnel.

The Chief of Police may appoint animal control officers and assign such personnel as is necessary to effectively administer this chapter."

Section 8-2014 Policies.

The Chief of Police, with the consent of the Town Manager, may issue and implement policies necessary or convenient for the orderly administration of this chapter including requirements concerning uniforms, the

April 4, 2022, MB#31

possession and use of weapons, use of vehicles, use of tranquilizer guns, and the manner of impounding animals. Further, the Chief of Police, with the consent of the Town Manager, may also issue and implement policies concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals, methods of investigation, the entry into premises with or without search warrants and all other matters pertaining to this chapter. However, all policies and procedures shall be in writing and shall be consistent with the terms and provisions of this chapter.

In the event the services of a county animal shelter or an independent shelter operated by some other private or public entity is used by the town, it is recognized that the rules and regulations issued by the governing body of that facility concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals and other operational matters may be controlling and therefore to the extent possible, policies issued by the Chief of Police shall be consistent with the policies of that facility.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Chief Moss explained that in July 2021, the Animal Control position moved under the supervision of the Police Department. Chief Moss shared that this moves Animal Control under the Police Department instead of Public Works which needed to reflect in our Ordinance. The Town Attorney reviewed the Ordinance and made a few revisions.

Councilman Ogle made a motion to approve the aforementioned Ordinance amendment, seconded by Councilman Thompson. The vote was unanimous.

SENATE BILL 300 POLICE ORDINANCE CHANGES: Town Attorney Tim Swanson explained that these proposed revised ordinances, which call for or allow for penalties under 14-4, must be raised at an initial council meeting and then adopted at the next meeting. Mr. Swanson presented a draft of the ordinance changes for Councils review. Mr. Swanson has identified the provisions that will require revision under Senate Bill 300 by adding criminal penalties. Mr. Swanson has interpreted the "unsafe building" more broadly, carrying criminal penalties forward in areas where safety is an issue.

DRAFT ORDINANCE NO. 22-_____

ORDINANCE AMENDING ENFORCEMENT OF CERTAIN SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES BY ADDING/REVISING CRIMINAL PENALTIES

WHEREAS, Part XIII of Session Law 2021-138 (S.L. 2021-138) removes the presumption that all local ordinances may be enforced criminally as provided in North Carolina General Statute 160A-175; and

April 4, 2022, MB#31

WHEREAS, S.L. 2021-138 amends G.S. 160A-175(b) to state that ordinances may be enforced criminally as provided in N.C.G.S. 14-4 "only if the city specifies such in the ordinance;" and

WHEREAS, to comply with the session law, Town Council desires to amend certain sections of the Code by specifying which sections carry a criminal penalty.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Reference to Section 160A-175 Enforcement of ordinances.

Reference to Section 160A-175 shall be deleted and replaced with the following:

(a) A city shall have power to impose fines and penalties for violation of its ordinances, and may secure injunctions and abatement orders to further insure compliance with its ordinances as provided by this section.

(b) Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance may be a misdemeanor or infraction as provided by G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

(1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.

(2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.

(3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.

(4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.

(5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.

(6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.

(7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.

(8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.

(9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.

(10) Any ordinance regulating trees.

(c) An ordinance may provide that violation shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance.

(c1) An ordinance may provide for the recovery of a civil penalty by the city for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the city for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the General Court of Justice shall have jurisdiction to issue such orders. When a violation of such an ordinance occurs the city may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action

be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the city may execute the order of abatement. The city shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(f) Subject to the express terms of the ordinance, a city ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed by this section.

(g) A city ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

(h) Notwithstanding any authority under this Article or any local act of the General Assembly, no ordinance regulating trees may be enforced on land owned or operated by a public airport authority.

N.C. Gen. Stat. § 160A-175 (Lexis Advance through Session Laws 2021-179 of the 2021 Regular Session of the General Assembly, but does not reflect possible future codification directives relating to Session Laws 2021-163 through 2021-179 from the Revisor of Statutes pursuant to G.S. 164-10)

Section 1-1005 Penalty; not exclusive remedy; continuing violations.

Section 1-1005 shall be deleted and replaced with the following:

- (a) Unless this code provides otherwise, violation of any provision hereof shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.
- (b) Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person who shall violate a provision of this chapter enforceable as an infraction shall be required to pay a penalty of not more than fifty dollars (\$50.00). An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.
- (c) By express statement, an ordinance contained herein may provide for its enforcement by other remedies, as authorized in G.S. 160-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of such remedies.
- (d) An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Section 3-2004 Same; duties as fire inspector.

Section 3-2004(e) shall be deleted and replaced with the following:

(e) He shall cause the removal of fire hazards by serving proper orders to the owner or agent of premises in question, such orders to state a reasonable time limit. Any person who fails to comply with such order shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 3-2021 Fire prevention and protection.

Section 3-2021(h)(1) shall be deleted and replaced with the following:

(1) Any person(s) who shall violate any of the provisions of the Code hereby adopted, or failure to comply with any judicial warrant, lawful order, or regulation made thereunder, or who builds in violation of any

specifications or plans submitted and approved thereunder, or any permit issued thereunder, shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this Code, whichever is less. Each day that such violation continues shall constitute a separate offense. In the name of the town, the fire chief, through the town attorney, may file suit to enjoin the construction or maintenance of any facility, building, or structure which does not conform to the provisions of the Code.

Section 4-1009 Same; penalty for violation section 4-1008.

Section 4-1009 shall be deleted and replaced with the following:

A violation of section 4-1008 shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-1029 Violation; penalty.

Section 4-1029 shall be deleted and replaced with the following:

Any person who shall violate a provision of this article shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 4-1058 Violations and penalty.

Section 4-1058(1) and (2) shall be deleted and replaced with the following:

In addition to and separated from other remedies provided in this article or otherwise provided by law, a violation shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-2011 Dumping or littering on public or private property.

The State Law Reference shall be deleted.

Section 4-2030 Penalties and remedies.

Section 4-2030 shall be deleted and replaced with the following:

(a) A violation of any of the provision of Articles B or Article C of this chapter shall subject the offender to a civil penalty of \$100. If the offender fails to pay this penalty within fifteen calendar days after being cited for a violation, the penalty may be recovered by the town in a civil action in the nature of a debt.

(b) Each day that any violation continues after a person has been notified that such violation exists and that he is subject to the penalties specified in subsection (a) of this section shall constitute a separate offense.

(c) This chapter may also be enforced by any appropriate equitable action, including injunctions or orders of abatement.

(d) The town may enforce this chapter by any one of or any combination of the foregoing remedies.

Section 5-2032 Penalties.

Section 5-2032(b) shall be deleted and replaced with the following:

(b) A continued violation beyond the established time limit specified in the written notice served in Section 5-2032(a) shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each

day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 6-2023 Same; violation.

Section 6-2023 shall be deleted and replaced with the following:

Any person found guilty of violating sections 6-2021 and 6-2022 shall be shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 7-1031 Obedience to signs, etc., generally.

Section 7-1031 shall be deleted and replaced with the following:

Any person failing or refusing to comply with the directions indicated on any sign, marker or device for the control or direction of traffic erected or placed in accordance with the provisions of this chapter when so placed or erected shall be guilty of an infraction as provided by G.S. 14-4(b) and shall be required to pay a penalty of not more than fifty dollars (\$50.00). This section shall not be construed to apply when the driver of a vehicle is otherwise directed by a police officer or when an exception is granted to the driver of an authorized emergency vehicle under section 7-1026.

Section 7-1053 Driving at reduced speeds.

Section 7-1053 shall be deleted and replaced with the following:

(a) No person shall drive a motor vehicle at such slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. Police officers are hereby authorized to enforce this provision by directions to drivers, and in the event of willful disobedience of this provision and refusal to comply with the direction of an officer in accordance herewith, the continued slow operation by a driver shall be a an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

(b) A violation of any of the provisions of the speeds set forth in this section shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

Section 7-1231 Unauthorized removal of traffic citation from vehicle.

Section 7-1231 shall be deleted and replaced with the following:

It shall be unlawful to remove a traffic citation from a vehicle, or to permit it to be removed, except for the purpose of answering the charge for which it was issued. Any violation of this section shall be shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00). Each separate violation of this section shall be considered a separate offense.

Section 8-2055 Penalties.

Section 8-2055(a) shall be deleted and replaced with the following:

(a) A violation of this chapter shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-3014 General penalty.

Section 8-3014 shall be deleted and replaced with the following:

Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of debt if the offender does not

pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the code enforcement officer and shall be delivered or mailed to the offender either at the residence or at the place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

Section 8-4011 Penalties.

Section 8-4011 shall be deleted and replaced with the following:

(a) Any violation of the articles of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of a debt if the offender does not pay within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Violators shall be issued a written citation. Such citation shall be served by either first class mail, personal service or posted at the front door. Any of these methods of service shall be conclusively presumed to be valid, and no owner or occupant shall refuse service of the citation.

(b) Each day's continuing violation shall be considered a separate and distinct offense.

(c) Notwithstanding subsection (a) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

Section 8-6001 Unnecessary noises prohibited; enforcement and penalties.

Section 8-6001(b)(3) shall be deleted and replaced with the following:

(3) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6023 Gambling.

Section 8-6023 shall be deleted and replaced with the following:

If any person play at any game of chance at which any money, property or other thing of value is bet, whether the same be in stake or not, both those who play and those who bet thereon shall be guilty of a Class 3 misdemeanor as provided by G.S. 14-4(a) and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6024 Indecent exposure.

Section 8-6024 shall be deleted and replaced with the following:

Any person who in any place willfully exposes his person, or private parts thereof, in the presence of one or more persons of the opposite sex whose person, or the private parts thereof, are similarly exposed, or who aids or abets in any such act, or who procures another so as to expose his person, or the private parts thereof, shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall willfully make any indecent public exposure of the private parts of his person in any public place, street or highway shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-10005 Penalty.

Section 8-10005 shall be deleted and replaced with the following:

April 4, 2022, MB#31

Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1085 Issue of complaint; hearing; determination of unfit dwelling; abatement procedure.

Section 9-1085(d) shall be deleted and replaced with the following:

(d) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the official may cause such to be repaired, altered or improved or to be vacated and closed, and may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1088 Unauthorized removal of posted complaint, notice or order.

Section 9-1088 shall be deleted and replaced with the following:

No person without the written consent of the town manager or appointed agent shall remove or permit the removal of any complaint, notice or order posted in accordance with the provisions of this article. Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1099 Failure to comply with order.

Section 9-1099 shall be deleted and replaced with the following:

If the owner of a building or structure fails to comply with an order issued pursuant to G.S. 160A-429 from which no appeal has been taken, or fails to comply with an order of the Town Council following an appeal, he or she shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less, as provided by G.S. 14-4. Every day such person shall willfully fail or refuse to comply with any final order or direction of the code enforcement officer or Town Council made by virtue and in pursuance of this article shall constitute a separate and distinct offense.

Section 9-2006 Penalties for violation.

Section 9-2006 shall be deleted and replaced with the following:

After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the jurisdiction of this chapter, thereafter subdivides such land in violation of the chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such chapter and recorded in the office of the Burke County register of deeds, shall be subject to the penalties listed below. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The town, through its attorney or other official designated by the Council, may enjoin illegal subdivision, transfer, or sale of land by injunction.

(a) A violation of this chapter shall be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the tax collector at the Valdese Town Hall within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) The provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all, or a combination of the remedies authorized herein.

Section 9-3120 Penalties for violations.

Section 9-3120 shall be deleted and replaced with the following:

(a) Any person who shall violate a section of this chapter punishable by criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

(b) A violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the town within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) In addition to the penalties imposed under Subsections 9-3120(a) and (b) above, the provisions of this chapter may also be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all or a combination of the remedies authorized herein.

Section 9-3133 Proceedings of the Board of Adjustment.

Section 9-3133(b) shall be deleted and replaced with the following:

(b) The Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-3170 Penalties.

Section 9-3170 shall be deleted and replaced with the following:

Any person found guilty of violating any provisions of this article shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3203.8 Penalties for violation.

Section 9-3203.8 shall be deleted and replaced with the following:

A violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations. Nothing herein contained shall prevent the town from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 9-3204.3 Duties and responsibilities of the Floodplain Administrator.

Section 9-3204.3(16) shall be deleted and replaced with the following:

(16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Any person found guilty of violating a stop work order shall be subject to a civil penalty in the amount of fifty dollars (\$50.00)

April 4, 2022, MB#31

per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3204.4 Corrective procedures.

Section 9-3204.4(5) shall be deleted and replaced with the following:

(5) Failure to comply with order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, he or she shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3305.2 Remedies and penalties.

Section 9-3305.2(c) shall be deleted.

Section 9-3503 Remedies and penalties.

Section 9-3503(a)(6) shall be deleted.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Ogle made a motion to adopt the ordinance amendment subject to confirmation at the next Council meeting, seconded by Councilman Thompson. The vote was unanimous.

APPROVED KENWOOD RADIOS FOR VIPER SYSTEM: Police Chief Jack Moss shared that the Police Department needs new radios. Chief Moss explained that in 2010, the Police Department purchased VIPER radios to use on the State of North Carolina Viper radio system. All law enforcement agencies in Burke County utilize the same system. Chief Moss said their current radios are not compatible with the new VIPER system requirements and will not be able to program to meet this update. Instead, Chief Moss recommends Kenwood radios to adhere to the new requirements.



Chief Moss is recommending the approval of purchasing 16 handheld radios and 22 mobile radios at the cost of \$83,177.04. Chief Moss will try to surplus the current radios they have.

Councilman Ogle made a motion to approve the purchase of the radios in the amount of \$83,177.04, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED AWARDING CONTRACT FOR POOL BOILER REPLACEMENT: Parks and Recreation Director David Andersen presented an award of contract for the pool boiler replacement. Mr. Andersen shared that he started to have some issues with the six-year-old boiler a few months ago with the heat exchanger. Mr. Andersen feels that it needs to be replaced. Mr. Andersen recommends awarding the contract to Hickory Sheet Metal Co., Inc. in the amount of \$25,000(not to exceed). This company has the most comprehensive scope of work and services. (Other bid: Link Boiler and Mechanical of Hickory, NC - \$24,800) Mr. Andersen explained that there was a crack in the heat exchange leading to high carbon monoxide emissions.

Current Boiler: Installed 2016

- Exclusively heats pool water
- Located adjacent to pump room
- Estimated life span 6-8 years serving as commercial pool heater
- Crack in heat exchange leading to high carbon monoxide emissions

Councilman Ogle made a motion to approve the boiler replacement and contract with Hickory Sheet Metal Co., Inc., in the amount of \$25,000, seconded by Councilman Thompson. The vote was unanimous.

Councilman Mears asked Mr. Andersen to address how this affects the aquatics memberships. Mr. Andersen explained that if they were unable to provide services to patrons, they would freeze their membership until it was available.

APPROVED BUDGET AMENDMENTS: Finance Director Bo Weichel presented the following budget amendments:

Budget Amendment #

12

Subject: Kenwood Radios for Viper System

Description: Kenwood is extending a special limited time pricing for radios that will be compatible with updates to the Viper communications system. These radios cover Police mobile and portable needs as well as Fire mobiles. This does not include Fire portable needs as these are not eligible with the special pricing being offered. This special pricing will save the town \$31,387 compared to waiting until July.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		77,918
Total		\$0	\$77,918

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5100.740	Capital Outlay	77,918	
Total		\$77,918	\$0

Section II:

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

Budget Amendment #

13

Subject: Donation for Stage project

Description: To accept a private donation to the stage project behind Old Rock School

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.000	Donations		2,500
Total		\$0	\$2,500

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.740	Capital Outlay	2,500	
Total		\$2,500	\$0

Section II:

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

Budget Amendment #

14

Subject: Sewer Line Repair

Description: This repair was identified as a priority need in the AIA Wastewater Grant study recently presented at the March meeting. This replaces 590 feet of failing sewer line and three manholes that are creating an environmental issue south of the railroad tracks.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appropriated		59,025
	Total	\$0	\$59,025

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	59,025	
	Total	\$59,025	\$0

Section II:

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

Budget Amendment #

15

Subject: Paving Assesment Plan

Description: This study of Town street conditions will provide the Town an updated list of priority streets.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3430.000	Powel Bill Allocations		14,300
Total		\$0	\$14,300

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5700.450	Contracted Services	14,300	
Total		\$14,300	\$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.

April 4, 2022, MB#31

ARP Grant	80,403	51.3000.002

	\$ 80,403	
	=====	

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

Source	Amount	Assigned Account Number
Planning	\$ 6,015	51.8110.100
Design	6,200	51.8110.200
Construction	68,188	51.8110.800

	\$ 80,403	
	=====	

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

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

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

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

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

Adopted this 4th day of April, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Mears made a motion to approve the aforementioned capital project budget ordinance, seconded by Councilman Ogle. The vote was unanimous.

APPROVED CAPITAL PROJECT BUDGET ORDINANCE – VALDESE BLUFFS SEWER LINE EXTENSION: Finance Director Bo Weichel presented the following capital project budget ordinance:

TOWN OF VALDESE
VALDESE BLUFFS SEWER LINE EXTENSION
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is Valdese Bluffs Sewer Line Extension. Project proposes the extension of approximately 1,985 LF of 12-inch gravity sewer lines, aerial pier supports and associated manholes and new precast concrete manholes. Sanitary sewer pipe will be long-span ductile iron type where necessary for aerial spans and as required by depth. The ARP Project Grant for the Valdese Bluffs Sewer Line Extension component will be one hundred percent of eligible project costs up to a maximum of \$721,580.

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

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

April 4, 2022, MB#31

Source	Amount	Assigned Account Number
ARP Grant	721,580	52.3000.002

	\$ 721,580	
	=====	

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

Source	Amount	Assigned Account Number
Planning	\$ 56,455	52.8110.100
Design	44,110	52.8110.200
Construction	621,015	52.8110.800

	\$ 721,580	
	=====	

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

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

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

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

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

Adopted this 4th day of April, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Thompson made a motion to approve the aforementioned capital project budget ordinance, seconded by Councilwoman Lowman. The vote was unanimous.

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

Coffee with the Chief, Thursday, April 14, 2022, 9:00 a.m. at Old World Baking Company.

Town Council Budget Workshop Dinner Meeting, Thursday, April 14, 2022, Town Hall, Community Room, 6:00 p.m. (The location was changed from the Waldensian Room ORS to the Community Room TH.)

Town Offices closed Friday, April 15, 2022, in observance of Good Friday Holiday.

Town Council Budget Workshop #2 Meeting, Monday, April 25, 2022, Town Hall, Community Room, 6:00 p.m. (The location was changed from the Waldensian Room ORS to the Community Room TH.)

Spring Craft Market, Saturday, April 30, 2022, ORS Temple Field, 9:00 am.

MAYOR AND COUNCIL COMMENTS:

Councilman Mears asked for an update on the Tiger Gym. Town Manager Seth Eckard shared that staff is working with contractors to get recommendations and cost estimates for repair. Mr. Eckard also shared that at the May meeting, we would have contractors and cost estimates for the Wayne Owens gym renovation project and the locker rooms and bathrooms at the gym.

April 4, 2022, MB#31

Councilman Mears shared that he received a call from a citizen who was parked on Main Street and had her car hit. Councilman Mears asked what are some ways we can make Main Street safer. Police Chief Jack Moss shared that the Police are up and down Main Street all the time and spend time monitoring the speed of cars.

Mayor Watts thanked the staff for their hard work on the Budget Retreat. Mayor Watts also thanked Council for their participation in the Budget Retreat.

Mayor Watts congratulated the Fire Department for receiving a reduction in our fire insurance rating through the NC State Fire Marshall's office. The Fire Department went from a Class 4 to a Class 3.

Mayor Watts had a citizen tell him how wonderful our Downtown looks. Mayor Watts thanked Community Affairs Director Morrissa Angi and Public Works for all their hard work in the Downtown area.

ADJOURNMENT: At 6:52 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 2, 2022, 6:00 p.m.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL MEETING - BUDGET WORKSHOP
APRIL 14, 2022**

The Town of Valdese Town Council met on Monday, April 14, 2022, at 6:00 p.m., in the Community Room at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, and Councilman Paul Mears. Also present were Town Manager Seth Eckard, Town Clerk Jessica Lail, and Finance Director Bo Weichel.

Absent: None

A quorum was present and took no action.

Others present: Dwayne Wilson of Dwayne Wilson Insurance & Financial Services

Mayor Watts called the meeting to order at 6:00 p.m. and invited members of Council to enjoy dinner catered by Twin Brother's Pizza.

EMPLOYEE HEALTH INSURANCE UPDATE Mr. Wilson discussed Blue Cross Blue Shield's first renewal quote for Medical insurance, which showed a 20% increase to the premiums. However, Mr. Wilson has it down to 13.5% so far if we keep the same plan. Mr. Wilson informed Council that he is working on getting that number lowered and is shopping out other providers. Mr. Wilson will update staff as soon as updated quotes are received.

FY 22-23 PROPOSED BUDGET AND HIGHLIGHTS Town Manager Seth Eckard and Finance Director Bo Weichel presented the proposed budget for FY 22-23. They reviewed the General and Utility Funds Revenues and Expenditures. Mr. Weichel shared that the General Fund Budget reflects expenditures of \$405,000 in capital projects across the departments. The Utility Fund shows a total of \$764,600 of capital improvement needs. Mr. Weichel shared that the chemicals for the Water Plant have increased significantly. Council discussed the proposed Valdese Library budget line item. After a brief discussion, the majority of Council wants to keep the amount at \$40,000. Councilman Ogle encouraged staff to advertise the children's programs at the Recreation Department more.

FY 22-23 PROPOSED RATE STRUCTURE & FEE SCHEDULES Town Manager Seth Eckard and Finance Director Bo Weichel briefly reviewed the proposed rate structure, which was also presented at the budget retreat. Mr. Weichel shared that the Rec Commission has proposed a ten-percent increase to the gym membership fees and a minimal increase on some rental rates. Council discussed a rate increase for sanitation and decided not to increase the rates this year. Mr. Weichel shared there is a solid waste construction debris fee of \$50.00 that was added to Public Works. Lastly, Mr. Weichel shared a proposed four percent increase to the water/sewer rates and an increase in the utility fee deposits. Council asked staff to include an insert in the water bills to let the citizens know of the increase.

ADJOURNMENT At 8:17 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 2, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
May 2, 2022**

The Town of Valdese Town Council met on Monday, May 2, 2022, 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, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilwoman Frances Hildebran, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Paul Mears

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 Watts presented the following Resolutions of Appreciation for The Zimmerman Family and Farris Insurance Agency:

THE ZIMMERMAN FAMILY

WHEREAS, The Valdese Children's Park needed some maintenance to enhance the park and attract visitors and be a welcoming site as one enters the Town of Valdese; and

WHEREAS, the Zimmerman family wanted to honor their late patriarch, Glenn Zimmerman, a longtime resident, businessman, and stalwart of the Valdese community; and

WHEREAS, the Zimmerman family and the Friends of the Valdese Rec planned a way to raise the profile of Valdese Children's Park and honor Mr. Glenn Zimmerman; and

WHEREAS, the Zimmerman family and Friends of the Valdese Rec worked with the local business, Sam's Recycled Art, to design a painted mural and metal art installation for Valdese Children's Park to enhance the park; and

WHEREAS, the Zimmerman family provided the funding for the installation of the designed installation in honor of Mr. Glenn Zimmerman; and

NOW, THEREFORE, BE IT RESOLVED that the Valdese Town Council greatly appreciates the support from the **FAMILY OF GLENN ZIMMERMAN**, for the creativity and generosity in improving upon the grounds and experiences for visitors to the Valdese Children's Park.

This 2nd day of May 2022.

/s/ Charles Watts, Mayor

FARRIS INSURANCE AGENCY

WHEREAS, many citizens and visitors had expressed an interest in having a dog park in the Town of Valdese and as an amenity at Valdese Lakeside Park; and

WHEREAS, the Friends of the Valdese Rec sought donations from the public to provide funding for the desired dog park; and

WHEREAS, employees and principals of Farris Insurance, a business in the Town of Valdese with a desire to serve the community, saw the dog park as a worthy resource for the town; and

WHEREAS, Farris Insurance provided matching funds for smaller donations and multiple larger donations to see the dog park come to fruition; and

WHEREAS, the Valdese Lakeside Park Dog Park is now completed and in use by citizens and visitors to the Town of Valdese;

NOW, THEREFORE, BE IT RESOLVED that the Valdese Town Council greatly appreciates the support from the **FARRIS INSURANCE AGENCY**, for the generous donations and fundraising assistance contributing to the completion of the Valdese Lakeside Park Dog Park.

This 2nd day of May 2022.

/s/ Charles Watts, Mayor

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF APRIL 4, 2022

APPROVED BUDGET WORKSHOP MINUTES OF APRIL 14, 2022

AGREEMENT WITH WPCOG FOR GIS MAINTENANCE SERVICES The agreement with WPCOG for GIS Maintenance for FY 2022-2024 to maintain the utility and cemetery GIS in the amount of \$9,950.

APPROVED VALDESE ABC BOARD TRAVEL POLICY

VALDESE ABC BOARD
1018 MAIN STREET WEST • VALDESE, NC 28690 • PHONE 828-879-2227 • FAX 828-874-0332

TRAVEL POLICY

Date: April 18, 2022

Re: Adoption of Town of Valdese Travel Policy
JULY 01, 2000, "Revised"

The following guidelines will be used as a travel policy for all employees traveling on Valdese ABC Board business:

1. Reimbursement of travel expenses-


Meals will be covered on a per day rate. (Based on the current Federal Per Diem Rate) The Federal Per Diem Rates listing (found online at www.gsa.gov) is updated on an annual basis in October. If the traveler's destination is not listed on the website, the standard rate is used.


When traveling to attend a conference, where some meals are provided by the conference, remaining meals not provided by the conference will be eligible for reimbursement on a reasonable and actual basis (receipts required).

When on a trip not involving an over-night stay, expenses (i.e. mileage, meals) will be eligible for reimbursement on a reasonable and actual basis (receipts required).

Lodging will be covered for reasonable and actual cost (receipt required). Unless attending a conference, the Federal Per Diem Listing should be used as a guideline in determining reasonable cost.
2. Board credit cards may be used to reserve lodging. Travel related cost however, should not be charged to the credit cards. All travel expenses will be covered through travel advances and / or reimbursements.
3. It is the responsibility of the General Manager to determine which meal allowances are eligible for reimbursement to employees for partial day travel. Reimbursement will be for reasonable and actual cost (receipt required).
4. All requests for travel expense reimbursement (i.e. meals, lodging, mileage, etc.) must be accompanied by a travel expense report.
5. Other issues-
 - Transportation: As a general rule, it is the Board's policy that an employee is authorized to use a private vehicle and be reimbursed at the current standard mileage rate. The current standard rate shall be the same as paid by the Town of Valdese following the IRS rate.
 - Telephone: Any employee traveling out of town and staying overnight will be allowed a personal telephone call up to \$4 per night. Board business related calls will be paid by the Board.
 - Registration: Registration fees are generally paid in advance directly to the vendor, not from travel advance.
 - Advances: The Board does permit employees to request advances whenever an estimated trip cost exceed \$25. If the cost is less than \$25, employee must seek reimbursement when the trip is completed.

Adopted this the 18th day of April, 2022


Chairman

Attest:

Secretary/Treasurer

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: Councilwoman Hildebran requested that the agreement for Automatic Aid for Fire Prevention be removed from the Consent Agenda.

AGREEMENT FOR AUTOMATIC AID FOR FIRE PROTECTION: Councilwoman Hildebran asked if this was a new agreement. Assistant Fire Chief Truman Walton explained that we did have a mutual aid agreement with Triple Community on our west and Lovelady on our east. However, the Insurance Services Office has opened the opportunity for private fire departments to benefit from better insurance rates. Mr. Walton explained that Lovelady would respond to the Lake Vista subdivision with Valdese, and Valdese would respond to Flat Gap Mountain with Lovelady.

**STATE OF NORTH CAROLINA COUNTY OF BURKE
AGREEMENT FOR AUTOMATIC AID FOR FIRE PROTECTION**

This Agreement for Automatic Aid for Fire Protection (hereinafter "Agreement") is made as of the ___ day of ____, 2022, by and between the Town of Valdese, a body politic and corporate of the State of North Carolina (hereinafter the "Town"), and Lovelady Fire and Rescue Department, a rural fire department of Burke County, North Carolina (hereinafter "Lovelady") (the Town and Lovelady are hereinafter sometimes referred to individually as "Party" and collectively as "Parties").

WHEREAS, the General Assembly of North Carolina has enacted legislation authorizing automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send personnel and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and,

WHEREAS, it is deemed to be in the public interest for the Town and Lovelady to enter into the Agreement in order to increase fire defenses, to assure proper fire control, and to provide reserves needed to assure the community of adequate protection; and,

WHEREAS, this Agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan for a standard of cover in the Town of Valdese for that area bounded in dark pink as shown on the attached EXHIBIT "A" PREPARED BY D. GODWIN, MARCH 15, 2022, BURKE COUNTY EMERGENCY COMMUNICATIONS CENTER, said area including Lake Vista Subdivision and Inlet Shores Subdivision (hereinafter the "Town Territory") and cover in Lovelady for that area bounded in dark pink as shown on the attached EXHIBIT "B" PREPARED BY D. GODWIN, APRIL 5, 2022, BURKE COUNTY EMERGENCY COMMUNICATIONS CENTER (hereinafter the "Lovelady Territory"), as agreed upon in dispatch protocol with said aid being provided 24 hours a day, 365 days a year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. TERM. The Term of this Agreement shall be for a period of one (1) year commencing on the date first written above; provided, however, that this Agreement will then automatically renew from year-to-year unless terminated as hereinafter provided.

2. RESPONSIBILITY FOR ENGAGING AUTOMATIC AID PROCESS.

A. Upon notification that an emergency is occurring and aid is needed in connection with a residential structure fire in the Town Territory or the Lovelady Territory, the Burke County 911 Communications Center (hereinafter the "Communications Center") will simultaneously dispatch the Town and Lovelady Fire Departments.

B. Upon being dispatched by the Communications Center, the Town and Lovelady shall each respond with the following resources:

i. If dispatched to the Town Territory, the Town will respond with all available resources and Lovelady will respond with one (1) engine capable of carrying a minimum of 500 gallons of water, with a pump capacity of 1000 gallons per minute, a minimum of one (1) driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire, one (1) tanker capable of carrying a minimum of 1000 gallons of water with a pump capacity of 1000 gallons per minute, and (1) driver/operator and one additional personnel in support of automatic aid to designated areas for water supply.

ii. If dispatched to the Lovelady Territory, Lovelady shall respond with all available resources and the Town shall respond with one (1) engine capable of carrying a minimum of 500 gallons of water, with a pump capacity of 1000 gallons per minute, a minimum of one (1) driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire.

3. MUTUAL OBLIGATIONS AND RESPONSIBILITIES.

A. Lovelady shall assume all liability and responsibility for any injuries incurred by Lovelady personnel, damage to its own apparatus and/or equipment, and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.

B. The Town shall assume all liability and responsibility for any injuries incurred by Town personnel, damage to its own apparatus and/or equipment, and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.

C. The Town and Lovelady shall assume all costs of salaries, wages, bonuses or other compensation for their own personnel that respond for duty under the terms of the agreement and all costs associated with their apparatus, equipment, and tools used specifically in response to the request for aid.

D. The Town and Lovelady shall operate under the National Incident Management System (NIMS) incorporating the Incident Management System (ICS) during emergency operations.

i. The department to arrive first shall initiate command along with size up and situation awareness to direct the level of continued response to the incident or the need for an additional alarm.

ii. A unified command shall be established with oversight by the Town's Office-in-Charge (OIC) for all incidents in the Town's Territory and with oversight by Lovelady's OIC for all incidents in the Lovelady Territory.

iii. Sustained firefighting operations including fire suppression, engagement in search and rescue, forcible entry, ventilation, and preservation of property; accountability of personnel; the deployment of a dedicated rapid intervention crew (RIC); and provision of support activities for those situations that are beyond the capability of the initial attack/first alarm assignment; and calling for additional personnel and equipment as necessary.

E. The Town and Lovelady shall maintain a standardized records management system by utilizing the National Fire Incident Reporting System (NFIRS) to track and collect specific information on each incident.

F. The Town and Lovelady shall have common mobile and portable communication capability on the NC Viper Network to conduct fire ground incident communications.

4. RELATION OF THE PARTIES. Nothing in this Agreement or otherwise creates or shall be construed such that an employment, agency, subcontractor, joint venture, or partnership relationship exists between the Town and Lovelady.

5. TERMINATION. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement, including all rights and obligations set forth herein, if the other party fails to cure a material breach within thirty (30) days receipt of written notice of such breach from the non-breaching party or without cause upon sixty (60) days written notice to the other party.

6. MISCELLANEOUS PROVISIONS.

A. Governing Law. This Agreement shall be controlled by the laws of the State of North Carolina and proper venue for any claim hereunder shall be Superior Court, Burke County.

B. Amendment. This Agreement may only be modified or amended if the modification is made in writing and signed by both Parties.

C. Entire Agreement. This Agreement supersedes and replaces the Agreement for Automatic Aid for Fire Protection between the Town and Lovelady dated November 1, 2018.

D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforcement with full effect.

E. Authority. Each Party hereby represents and warrants to the other Party that it has obtained any and all consents or approvals necessary for it to enter into this Agreement, and that the individual(s) executing this Agreement on such Party's behalf are authorized to do so and to bind such Party to the terms and conditions hereof.

F. Successors. This Agreement shall be binding upon the successors and/or assigns of the Parties until this Agreement is terminated pursuant to its terms.

G. Notices. Any notice, submittal or communication required or permitted to be served on a party to this Agreement shall be in writing and shall be deemed given if delivered in person or mailed by certified mail addressed as follows:

To the Town: Town of Valdese
Attn: Seth Eckard Town Manager
P.O. Box 339 Valdese, NC 28690

To Lovelady:

H. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilwoman Hildebran made a motion to approve the Agreement for Automatic Aid for Fire Department, seconded by Councilwoman Lowman. The vote was unanimous.

VEDIC PRESENTATION: VEDIC's Executive Director Kerri Poteat, Business Development Eddie McGimsey, and Chairman Sherry Long gave Council an overview of VEDICs history, updates, and where they are today after the Covid pandemic. The following presentation was shared:



VEDIC Updates

Presented by: Sherry Long
Chairman

# of Loans 7/1/2020 – 6/30/2021	# of Loans 7/1/2019 – 6/30/2020
22 Loans 7 = ARC Total= \$935,972	22 Loans Total= \$582,950

of Loans by County 2020-2021

- Alexander 2
- Burke 10
- Caldwell 4
- Catawba 4
- McDowell 2

Total Loan Production to Date:

of Loans: 155 Total Loan Production: \$ 7,165,083.31

Default Rate

4.5%- 7 loans out of 155

Loan Loss % Since Inception:

1.8% (\$126,500)

Burke County Golden Leaf Revolving Loan Fund to Date:

Original Grant From GL: \$250,000	Revolved Loan Fund Total: \$709,481
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Valdese Rural Center Revolving Loan Fund to Date:

Original Grant from RC: \$125,000	Revolved Loan Fund Total: \$372,285
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Minority Lending:

66 of the 155 Total Loans

43% = \$3,171,109.64

Appalachian Regional Commission Grant- Revolving Loan Fund to Date:

2019 GRANT: \$100,000	VEDIC has funded \$135,000 totaling 15 loans
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Appalachian Regional Commission Revolving Loan Fund Grant

2022 Additional
Grant from
ARC:

\$100,000

Current Loan Portfolio

61 Loans

Original Loan
Amount:
\$3,119,083.43

Outstanding
Balance:
\$2,246,103.85

Jobs Created and or Retained to Date:

County	Sum of Jobs FT/PT
Alexander	2
Burke	584
Caldwell	9
Catawba	62
Cleveland	6
Iredell	12
McDowell	67
Mecklenburg	1
Rowan	34
Rutherford	31
Grand Total	808

100%
Municipality
Supported

VEDIC Board of Directors 2021-2022

Board Members

Robert Benfield
John Branstrom
Seth Eckard
Forrest Fleming
Kenneth Geathers
Kylie Gera
Sharon Jablonski
Rick Justice

Butch McSwain
Scott Mulwee
Keith Ogle
Nancy Page
Karen Robinson
T.R. Robinson
Marla Thompson
Suzanne Wallace

Executive Board Members

Sherry Long – Chairman
Tonia Stephenson - Vice Chairman
Johnny Berry- Treasurer
Sherri Bradshaw- Secretary

Loan Review Committee

Charles Conley
Office Manager, Burke County United Way

Lia Crump
Financial Services Manager, First Citizens Bank

Sharon Jablonski
Director of the Department of Cultural and Creative
Development, City of Morganton

Sherry Long
Assistant Executive Director, Western Piedmont Council
of Governments

Nancy Page
Retired- Personal Banker, Wells Fargo Bank

Tonia Stephenson
President & CEO, Burke County Chamber of Commerce

Marla Thompson
Mayor, Town of Long View

Suzanne Wallace
Director, Small Business Center
Western Piedmont Community College

Staff

Kerri Poteat
Executive Director

Eddie McGimsey
Business Development

Chuck Moseley
On-Call Help

2021-2022 Contributors

Burke County	Town of Valdese	City of Morganton	Town of Connelly Springs
Town of Drexel	Town of Glen Alpine	Town of Hildebran	Town of Rhodhiss
Town of Rutherford College	ARC-ACC Grant	USDA RMAP Technical Assistance Grant	Town of Long View

VEDIC Today
Presented by: Kerri Poteat
Executive Director

Surviving the Pandemic

Technical Assistance	Emergency Loans (for existing clients)
<ul style="list-style-type: none">- Keeping our clients informed of all the offerings for help- Providing deferrals- Implementing online requests to accommodate all needs	<ul style="list-style-type: none">- Bridge the gap until PPP funds were received- To assist with cash flow issues- In-house closing<ul style="list-style-type: none">- Save on costs

Pandemic Assistance Provided to the Business Community

41 Deferrals	\$90,178 = Loan Payments	All Businesses Remained Open Except 1
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Payoffs Received from April 1, 2020, to Present

Payoffs received due to refinance with a traditional bank, low interest government loans or normal loan payout:

- 34 Loans
- \$1,477,295.41

Thank You for Your Partnership

- Many thanks to each one that has planted a seed in making VEDIC what it is today.

Ms. Poteat thanked Council and staff for their continued support.

PUBLIC HEARING FOR RE-ZONING OF TOWN-OWNED PROPERTY ON PINEBURR AVE. Mayor Watts opened the Public Hearing. Town Manager Seth Eckard recommended recessing the Public Hearing to June 6, 2022, at 6:00 p.m. due to some additional information staff is gathering.

Councilman Thompson made a motion to recess the Public Hearing to June 6, 2022, Council meeting at 6:00 p.m., seconded by Councilwoman Hildebran. The vote was unanimous.

FY 22-23 PROPOSED BUDGET AND SCHEDULING OF PUBLIC HEARING FOR MONDAY, JUNE 6, 2022 The proposed budget was submitted to the Valdese Town Council on Friday, April 29, 2022.

Town Manager Seth Eckard said, "In accordance with the North Carolina Local Government Fiscal Control Act, the recommended budget for Fiscal Year 2022-2023 is presented for your consideration. The budget document represents balanced revenues and expenditures. The Fiscal Year 2022-2023 budget continues investment in our community's services and infrastructure needs. The capital budget includes equipment replacements, facility improvements, and substantial utility system investments.

The proposed combined fiscal year 2022-2023 operating and capital budget is \$12,448,793. This includes a total General Fund budget of \$6,765,016 and a total Utility Fund budget of \$5,683,777. The proposed budget maintains a property tax rate of 54.5 cents per \$100 valuation.

Economic Improvements and Constraints

Housing

The housing market exploded in Valdese over the past couple of years. Average home prices have risen sharply, and there is a lack of available stock. Fortunately, there are many lots to build upon and several new multi-family and single-family subdivisions scheduled to begin construction in 2022-2023. The Town anticipates lakefront subdivisions will build out by five percent each year.

Lake Front Subdivisions

Lake Rhodhiss Estates

- 210 Lots
- 2 Homes Occupied
- 5 Houses Under Construction

Lake Vista Phase I and II

- 72 Lots
- 8 Home Occupied

Waterside

- 124 Lots
- 16 Homes occupied
- 3 House Under Construction

McGalliard Pointe

- 5 Lots
- 1 House occupied
- 2 House Under Construction

Island Pointe Shores at Lake Vistas

- 48 Lots
- 5 Houses occupied
- 1 House under construction

Upcoming Residential Projects

Pine Crossing

- 66 Unit Apartment Complex - **\$9.8 million investment**
- Construction likely to begin late Summer 2022

Tron Place

- 60 Unit Apartment Complex - **\$8 million investment**
- Construction likely to begin late Fall 2022

Historic Valdese Weavers Mill

- 60 Unit Apartment Complex **\$12 million investment**
- Renovation currently underway

Edelweiss Subdivision

- 19 Single Family Lots
- In the final construction phase

Valdese Bluffs

- Planned Unit Development that will include office/institutional opportunities, single family housing, apartments, and possibly a marina - **\$60 million investment**
- In early planning stages

Industrial Development

The only unoccupied manufacturing building of quality left in Valdese is the Valdese Textiles building located on HWY 70. The Town of Valdese is working diligently with the property owner to find a suitable business that will create many jobs and proposes making a substantial capital investment.

North Carolina Local Government Pension System

The Board of Trustees of the Local Government Employees' Retirement System (LGERS) voted to approve its planned 0.75 percent increase to the system's employer contribution rate for fiscal year 2022-23 – keeping with their January 2019 decision to amend the Employer Contribution Rate Stabilization Policy (ECRSP) to keep the system well-funded.

The board voted for contribution rates for general employees to increase from the current 11.41 percent in fiscal year 2021-22 to 12.16 percent for fiscal year 2022-23. The contribution rate for law enforcement officers increases 1.00%, rising from 12.04 percent to 13.04 percent.

It is important to remember these rates are not a pay increase to employees; it is a mandatory expenditure imposed by the State.

General Fund

The proposed budget includes a total General Fund budget of \$6,765,016 and proposes maintaining the current tax rate of 54.5 cents per \$100 valuation. Beginning two fiscal years ago, in accordance with the Local Government Budget & Fiscal Control Act (G.S. Chapter 159), the budget ordinance includes both capital and operating expenditures as opposed to amending the budget ordinance throughout the year for each approved capital item. This shift in the way we budget accounts for the increase in the size of the general fund budget from prior years.

The proposed budget includes a five percent cost of living adjustment increase for full-time employees. Republic Services contractually increases its solid-waste and recycling contract with the Town based on its annual consumer price index. This increase translates into a \$7,500 increase to our Republic Services contract. In addition, the proposed budget has a nine percent increase in health insurance premiums.

Sales tax revenue accounts for 25 percent of the Town's unrestricted General Fund revenue, second only behind property taxes. Sales tax grew by 14% in Fiscal Year 2021 - 2022. With interest rates rising to combat increasing inflation, we are projecting a modest increase of three percent tax growth in the proposed budget compared to the Fiscal Year 2021-2022 sales tax actual.

The Town's finance department has done an outstanding job over the past few years collecting back taxes and increasing our annual tax collection rate from 95 percent to over 97 percent. We anticipate an increase in residential real property tax value; however, we also expect a decrease in industry's personal property value. The reduction of the value of the industry's personal property is due to the depreciation schedule of Meridian's manufacturing equipment in their new facility. The net result is a projected \$8,000 increase in the Town's property tax revenue.

The total General Fund budget includes \$405,000 of capital improvement needs. No additional debt is proposed in this budget cycle. The percentage of the General Fund's annual operating budget used to service existing debt is 4.09 percent.

ABC Distributions

North Carolina General Statutes allows ABC Stores with a substantial operating reserve to make quarterly distributions to the local government in which they operate. Staff projects that the Valdese ABC Store will distribute \$100,000 to the Town of Valdese in 2022-2023. In addition, ABC funds will be placed in the Town's public safety building capital project account.

Burke County Library

The proposed budget includes a \$40,000 donation to the Burke County Library.

Public Safety Building

On March 7th 2022, The Valdese Town Council voted to authorize the architect (CBSA) to develop construction documents for a new facility, advertise for construction bids, and staff to develop alternative bids that will reduce the size and cost of the proposed facility. We anticipate receiving bids for the Town Council's consideration in late 2022.

Parks and Recreation Projects

The Town of Valdese, in partnerships with Friends of the Valdese Rec, David Brinkley, and many other generous private donors, raised funds to remodel the original 1930s gymnasium at the Valdese Community Center. The gym renovation project includes the installation of a new gym floor, new bleachers, and new basketball goals. The Town of Valdese also plans to renovate the Community Center's downstairs men's and women's locker rooms and showers. Both of these projects are anticipated to be completed by early 2023.

Parks and Recreation plan to offer team youth volleyball this year!

General Fund Capital Projects:

In the Fiscal Year 2022-2023 budget, the Town plans to make strategic capital investments amongst all departments to ensure efficient and effective service delivery and repair our aging infrastructure. The General Fund Budget reflects expenditures of \$405,000 in capital projects across multiple departments. Highlights include:

Fire Department

- Viper radios (35)

Community Affairs

- Replace the stage lighting system in the Old Rock School (Phase 2)

Police Department

- Patrol vehicle and equipment (replace unit 117)

Public Works

- Vehicle wash bay upgrades

Street Department

- Replace 2001 F150

Sanitation Department

- Replace 2004 Chevy 1500

Administration

- Council chambers audio/visual upgrades

Planning

- Subdivision zoning update

Utility Fund

The Utility Fund budget for Fiscal Year 2022-2023 is \$5,683,777. This includes \$764,600 of capital improvement needs. No additional debt is proposed in this budget cycle. The percentage of the Utility Fund's annual operating budget used to service existing debt is 7.33 percent.

In the Fiscal Year 2015-2016 budget, the Town conducted a comprehensive capital improvement plan for the utility system. The study revealed that the Town has pressing needs to be addressed to ensure high-quality water and wastewater treatment for our citizens. The Town is heading into implementation year six of our 10-year plan.

The Capital Improvement Plan contains a recommended funding model that restructures our utility rates to ensure that we can pay for all of our capital needs. The Town proposes to restore the utility fund balance to a level that will accommodate future projects; this budget proposes a four percent increase in utility revenues to cover our aging infrastructure needs.

The Town of Valdese Utility Capital Improvement Plan calls for several investments next fiscal year.

Utility Fund Capital Projects:

Water Plant

- Raw Water Structure Roof Replacement
- Electrical Substation

Waste Water Plant

- Replace 2008 Compost Loader
- Thickener Blower
- Recycle Pump/Motor/VFD

Conclusion

I appreciate the dedicated employees of the Town of Valdese for their hard work and good stewardship of the Town's resources. Our team works hard and takes pride in carrying out their duties. I also thank Mayor Watts and the Town Council for their dedication in carrying out their responsibilities in providing leadership and guidance during the budgeting process. At this time I will take any questions that Council may have."

Councilwoman Lowman asked if any new salaried positions were added to the 2022-2023 budget. Mr. Eckard said no. Councilwoman Lowman also asked why there was an increase in part-time pay under Administration and Recreation. Finance Director Bo Weichel explained that the part-time pay under Administration is for a summer interim from ASU. Recreation increases to stay more competitive with other local Municipalities' part-time hourly wages.

Dwayne Wilson, with Dwayne Wilson Insurance, shared an alternate employee insurance quote with Council. Mr. Wilson shared that by choosing Option #1, the cost savings would be redistributed back to the employees in their HSA accounts, giving them an extra \$500.00. This would be rewarding 90% of the employees. Mr. Wilson shared that we would be raising the net exposure by \$500.00 per employee. Mr. Wilson explained that with Option 1, instead of giving BCBS nine percent of all the monies, you are only giving BCBS 2.4%, and you are giving 6.6% to the employees. Mr. Wilson went over some positives and negatives.

May 2, 2022, MB#31

Town of Valdese
 Medical Rates Only
 Renewal Effective Date: July 1, 2022

BlueCross BlueShield of North Carolina		Current Quote # 377507 Blue Options HSA	Original Renewal Quote # 401176 Blue Options HSA	Revised No Shop Renewal Quote # 401176 Blue Options HSA	Option #1 Quote # 401986 Blue Options HSA	Option #2 Quote #401987 Blue Options HSA
In-Network Deductible						
Employee Only		\$2,000	\$2,000	\$2,000	\$2,500	\$2,750
Family Member		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
Family Total		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
In-Network Out of Pocket Maximum						
Employee Only OOP Limit		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
Family Member OOP Limit		\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Family Total OOP Limit		\$8,000	\$8,000	\$8,000	\$10,000	\$11,000
In-Network Coinsurance						
Inpatient Hospital Services		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Outpatient Hospital Services		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Physician Office Visit						
In-Network Primary Care Visit		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
In-Network Specialist Visit		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Telehealth Visit	\$45 copayment	Copay could vary depending on service		Copay could vary depending on service	Copay could vary depending on service	Copay could vary depending on service
Preventive Care	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Urgent Care	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Emergency Room Care	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Prescription Drugs		Enhanced 4 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary
Tier 1 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 2 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 3 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 4 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 5 Drugs	N/A	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Employee Only	72	\$617.46	\$740.83	\$673.18	\$632.54	\$615.95
Employee + Child	1	\$900.56	\$1,080.10	\$981.48	\$922.22	\$888.03
Employee + Children	3	\$1,183.72	\$1,420.09	\$1,290.42	\$1,212.51	\$1,180.71
	76	\$48,908.84	\$58,680.13	\$53,321.70	\$50,102.63	\$48,788.56
			20.0%	9.0%	2.4%	-0.2%

Submitted by Dwayne Wilson
 A Hib Group Company
 Dwayne Wilson Insurance & Financial Services, Inc.
 (O) 828-428-0890 (F) 828-428-0896
 Dwayne@dwaynewillinsurance.net

**Town of Valdese
 Medical Option #1**

Strategy Fundamentals – Renewal Stays The Same 9%

New Plan Increase = 2.4% - This amount goes to BCBSNC
 Give Diff. To Emp. = 6.6% - HSA Contribution + 500
 Give Every Employee The Savings

Currently \$4,000 Gross \$3,000 Net Option #1 \$5,000 Gross \$3,500 Net

Net \$500 The strategy is to pass the extra exposure to the employees that are using the insurance. The savings on option #1 is significant:

\$ 3,219.07 Gross Monthly Premium Savings
 \$38,628.84 Gross Annual Premium Savings

\$ 3,088.64 Net Monthly Premium Savings (Just Employees Cost) 76 Employees
 \$37,063.68 Net Annual Premium Savings (Just Employees Cost) 76 Employees

Positives

- Gives \$38,000 Back To Your Employees
- Premium Savings To Employees With Dependent Coverage (Less Out Of Their Check)
- ONLY 1 Family Member Meets Deductible -\$500 In Out-Of-Pocket Max - Less Exposure
- Unforced Benefit Change Now vs Forced Benefit Change
- This rewards employees that are healthy (HSA Monies Rollover).

Negatives

- \$500 Extra Exposure Per Employee (Potential)
- IF 2 Family Members + \$1,500 Meet Out-Of-Pocket Max*

*(MERP) Medical Expense Reimbursement Plan – Could be implemented to cover the extra expense to family certificates only. If 2 or more in a family meet their OOP max. The Town could reimburse that employee \$1,000 toward the extra \$1,500. This keeps their exposure the same as all employees. This is ONLY if a claim occurs with the 2nd dependent.

After a brief discussion, Council decided not to go with Option #1, which increases the deductible.

Councilman Ogle made a motion to go with the *Revised No Shop Renewal* option, seconded by Councilwoman Hildebran. The vote was unanimous.

Councilwoman Hildebran made a motion to set the public hearing for the FY 2022-2023 budget on Monday, June 6, 2022, at 6:00 p.m., at Valdese Town Hall, seconded by Councilman Thompson. The vote was unanimous.

COACH WAYNE OWENS COMMUNITY CENTER GYM RENOVATION PROJECT Parks & Recreation Director David Andersen presented a presentation and a contract from The Sports Flooring Group to complete the updates to the Valdese Recreation Gym.

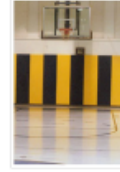
AGING FACILITY	_____	Flooring is original from 1938, scoreboards are dated or non-functioning, lobby area is in need of a refresh to meet patron expectations
FLOORING	_____	Floor has been sanded and refinished to point it can't be sanded further
FLEXIBILITY	_____	Requests to use the space from many different groups with many different interests
PATRON EXPECTATIONS	_____	Lack of comfortable, modern amenities and conveniences

**THE GYM:
CONCERNS**



**THE GYM
TODAY**





THE SPORTS FLOORING GROUP: \$219,077

(AT LEAST \$93,000 IN DONATIONS)

Includes:

- Floor demolition and new floor install, design, and finish
 - Retracting bleachers with electronic control
- Six (6) retractable basketball goals with remote operation
 - Divider Curtain with electric control
 - Safety padding along walls
 - LVT for lobby space

Mr. Andersen explained that the contract included a floor demo with new flooring installed, retracting bleachers, six retractable basketball goals, a divider curtain, safety padding along the walls, and LVT flooring for the lobby area. Mr. Andersen shared that the total amount for this project comes to \$219,077, including Option 2 of the contract to install subflooring. Mr. Andersen did receive an additional quote from a company in Raleigh, but it was \$15,000 higher. Councilman Ogle asked what kind of warranty comes with the flooring system, and Mr. Andersen shared that it comes with a 25-year warranty. Councilwoman Hildebran asked how much money in donations we have. Mr. Andersen shared that the total donations right now are \$142,000. Mr. Andersen shared that there will be an additional cost associated with this project including painting, scoreboards, and electrical.

	<p>The Sports Flooring Group 5512 Cannon Drive Monroe, NC 28110 Phone: 704-821-2550 Fax: 704-821-2553</p>	<p>VALDESE REC CENTER REFURBISH FLOOR, BLEACHERS BB GOALS, LOBBY,</p>
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<p>DAVID ANDERSON DIRECTOR</p>		<p>Date: 4/30/22 Rep.: Brian Cockfield</p>
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EPAGGALEA, LLC IS A REGISTERED HUB "WOMAN OWNED" BUSINESS.

OUR PROPOSAL

HARDWOOD FLOOR SYSTEM - REMOVE THE EXISTING MAPLE FLOOR AND DISPOSE INTO DUMPSTERS. INSPECT THE EXISTING SUBFLOOR FOR UNFORSEEN REPAIRS (AND/OR) LEVELING. SHOULD THERE BE ANY CONCERNS, IT WILL BE NOTED AND IMMEDIATELY BROUGHT TO THE OWNERS ATTENTION

DELIVER AND INSTALL JUNCKERS PREMIUM 7/8" BEECH CLIP-DIN FLOATING FLOOR OVER 10MM CLOSED CELL FOAM WITH STAINLESS STEEL CLIPS. GAME LINES AND GRAPHICS WILL INCLUDE MAIN BB AND VB, SIDE BB LANES AND VOLLEYBALL, VALDESE P&R LOGO AT CENTER COURT. COLORS AND RENDERINGS WILL BE SUBMITTED AND APPROVED BY THE OWNER BLEACHERS - PER NC CODE STANDARDS, AFTER THE FLOOR IS INSTALLED, WE WILL DELIVER AND INSTALL 5 ROW 76' LONG BLEACHERS BY SHERIDAN SEATING. MOLDED SEAT MODULES, ELECTRIC OPERATION BY PENDANT CONTROLLER. ISLES WILL HAVE READY RAILS. 18" SEAT MODULES WILL BE INSTALLED TO YIELD 218 NET SEATS. R.A.D.A. HANDICAP FLEX ROWS WILL BE INCLUDED. SAFETY RAILS WILL BE INCLUDED ON BOTH ENDS AT EACH ROW.

ATHLETIC EQUIPMENT GOALS - WE WILL REMOVE AND DISPOSE OF EXISTING FIXTURES AND WILL DELIVER AND INSTALL 6 EACH CENTER STRUT IPI BY BISON BASKETBALL GOAL SYSTEMS THAT WILL BE A REMOTE-CONTROLLED FORWARD FOLD OPERATION. EACH SYSTEM WILL INCLUDE 42 X 72 GLASS BACKBOARDS, BREAKAWAY RIMS, PRE-MOLDED BOLT ON BACKBOARD PADS, HEIGHT ADJUSTERS AND ONE HAND- HELD ELECTRIC TOOL FOR HEIGHT ADJUSTMENT

- WALL PADS - 7 EACH IPI BY BISON 2' X 6' X 2" PANEL WALL PADS IN FOUR LOCATIONS - TOTAL 28
- GYM DIVIDER - 20' HEIGHT BY 40' WIDE ELECTRIC FOLD BY IPI BISON. THE CURTAIN WILL BE 10' SOLID VINYL BOTTOM AND MESH TOP
- SLEEVES AND COVER PLATES - 3 1/2" - SIDE COURT SLEEVES FOR SIDE VOLLEYBALL *NOTE* WE WILL DETERMINE WHICH UPRIGHT STANDARD SYSTEM TO INSTALL BASED ON CURRENT CONDITIONS AND AS THE EXISTING FLOOR IS REMOVED

LOBBY DELIVER AND INSTALL LVT OR SUITABLE APPROVED PRODUCT ALLOWANCE IS \$10,000. **\$210,373.00**

ANY REPAIRS OR EXTRA SUBFLOOR SUPPORT WILL BE CONSIDERED AN UNFORSEEN ISSUE. ANY ADDITIONAL COSTS WILL BE DETERMINED AND DISCUSSED PRIO TO PROCEEDING.

- OPTIONS - 1) ADD ONE LAYER OF 1 X 6 S4S SYP SUBFLOOR ACROSS WIDTH @ 12" ON CENTER + \$3,737.00
 2) ADD 2 LAYERS 1 X 6 SUBFLOOR AT 35" 6" APART BOTTOM LAYER & 2" TOP LAYER + \$8,704.00
 3) ADD 1 LAYER OF OSB 5/8" SUBFLOOR OVER THE ENTIRE EXISTING SUBFLOOR + \$12,009.00*
- BASED ON CURRENT MARKET PRICE

- THE CENTER COURT LOGO PRICING IS BASED ON PAINTING WITHIN THE 12' JUMP CIRCLE. LARGER SIZES CAN BE DONE. THE PRICE WOULD BE BASED ON SIZE AND MEDIA
- OUTER BASELINES LETTERS ARE AVERAGED AT 24" - \$50.00 EA, 30" - \$60.00 EA, 36" - \$70.00 EA.
- ELECTRIC SERVICE BOX TO BLEACHER INSTALLED BY OTHERS
- STANDARD ELECTRIC SUPPLY TO BB GOAL CONTROLLER AND MOTORS BY OTHERS

ALL NC SALES AND USE TAX IS INCLUDED

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WILL BE IN ACCORDANCE WITH OWNER SPECIFICATIONS, DETAILS AND DRAWINGS. ALL WORK IS PERFORMED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY CHANGES MUST BE SUBMITTED IN WRITING.

Respectfully Submitted BT Cockfield Brian Cockfield, President

We agree to terms set forth and accept this proposal

 Title _____ Date _____

 This proposal may be withdrawn if not accepted within 30 days

Town Attorney Tim Swanson recommends a few edits to the contract. Under **ALL NC SALES AND USE TAX IS INCLUDED**, it should say, *All work is performed and approved in a workmanlike manner.* Town Manager Seth Eckard said that we would make that change.

Councilman Ogle made a motion to approve the contract in the amount of \$219,077, seconded by Councilwoman Lowman. The vote was unanimous.

RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT Parks and Recreation Director David Andersen asked Beth Heile to come up to present something to Council. Ms. Heile presented the Town of

Valdese with a \$57,500 check for the McGalliard Creek Bridge Project from the Friends of the Valdese Rec. Ms. Heile shared that the check got to the FVR by a direct appropriation from the State budget, which we have Representative Hugh Blackwell to thank.

Mr. Andersen shared the Recreational Trails Program grant contract between Valdese and the State for the suspension bridge connecting McGalliard Falls and Valdese Lakeside Park. The grant is in the amount of \$100,000.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION NUMBER: 56-6001355

This Contract is hereby made and entered into this Wednesday, May 11, 2022, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the **Town of Valdese**, (the "Grantee") (referred to collectively as the "Parties") for the **Valdese Lakeside Greenway Connector Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. Contract Documents: This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2022-1860

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- (8) Federal Assurances - Compliance Form
- (9) Application Signature Page
- (10) Insurance Requirement Notification Form
- (11) Grant Administrative and Programmatic Conditions
- (12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective for a period of three (3) years from the date of the Secretary Award letter, 18 day of April, 2022, and expires on 17 day of April, 2025.

4. Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

a. Complete Environmental Review and obtain & abide by any required permits;

i. Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.

b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;

i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.

c. Request reimbursement for eligible expenses at a minimum of every six (6) months;

d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;

i. Grantee must complete the Project within the term of this Contract.

e. Request final reimbursement prior to the termination or expiration of this Contract;

f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.

5. **Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed	
one hundred thousand Dollars	\$100,000.00

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$100,000.00	4602	536425	2803

a. The Grantee's matching requirement is \$25,000.00 , which shall consist of:

In-Kind		\$25,000.00
Cash		\$0.00

b. The Grantee has committed to an additional \$25,000.00 to complete the project as described in the Grantee's response to Agency's call for grant proposals.

In-Kind		\$25,000.00
Cash		\$0.00

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is \$150,000.00 .

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S.143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice

of Certain Reporting and Audit Requirements which is attached.

11. Payment Provisions: The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

12. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period. Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

13. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
Talivia Brodie NC Division of Parks and Recreation test MSC 1615 Raleigh, NC 27599-1615 (919) 707-9320 talivia.brodie@ncparks.gov	
Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
David Andersen Town of Valdese PO Box 339 Valdese, NC 28690 (828) 874-6733 Ext: null dandersen@valdesenc.gov	David Andersen Town of Valdese PO Box 339 Valdese, NC 28690 (828) 874-6733 Ext: null dandersen@valdesenc.gov

14. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. Supplantation of Expenditure of Public Funds: The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal EVerify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
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2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
-


- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.
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20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE
Title
Printed Name
Grantee's Signature


NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Title
Printed Name
Authorized Agent's Signature


NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
 2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
 4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
 6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
 7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, Master Card, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
 8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
 9. **INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
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10. ADVERTISING: Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.

11.ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.

12.ASSIGNMENT: No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

- a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. GENERAL INDEMNITY: The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
 16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
 17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
 18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
 19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
 20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
 21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
 22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
 23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
 24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
 25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
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Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 -- A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An accounting of the State funds received, used, or expended; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 -- A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:


1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management(OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grant or agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part(a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORPLACE REQUIREMENTS
(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about
 - (1)The dangers of drug abuse in the workplace;
 - (2)The Contractor's policy of maintaining a drug-free workplace;
 - (3)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notify the Department within ten days after receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.


Date
Agency/Organization
Town of Valdese
Title
Signature


FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Date
Agency/Organization
Town of Valdese
Title
Signature


**FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED TRANSACTIONS
(Requirement of Governmental Agencies and Non-Profit Organizations)
Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used *in* this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
-

Date
Agency/Organization
Town of Valdese
Title
Signature


**RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM**
(Requirement of Governmental Agencies and Non-Profit Organizations)


As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: Town of Valdese

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1,1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- 13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with (O 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
- 17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
- 18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
- 19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit

<https://www.ebs.nc.gov/VendorDirectory/default.html>

Date
Agency/Organization
Town of Valdese
Title
Signature



**NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE**

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."


"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Date
Agency/Organization
Town of Valdese
Title
Signature

Attested By


Note: Organizations applying for RTP funding for a project located on land managed by another party (governmental agency or private entity) must have the approval of the agency representative with signature authority of the affected land managing agency. This approval is to be represented by the signature of the agency representative below.

Approved on
Agency/Organization
Title
By



FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM
(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Date
Agency/Organization
Town of Valdese
Title
Signature




Recreational Trails Program

Number: 20.219

Agency: Department of Transportation Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with

other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.) The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review

Application Procedures (092):

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm. This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)**Reports (111):**

No reports are required.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)**Account Identification (121):**

69-8083-0-7-401.

Obligations (122):

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)**Regional or Local Office (151):**

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Place Holder for Secretary Award Letter

Please reference the Secretary Award Letter under Attachments in the Grant Management System (GMS).

The remainder of this page is intentionally blank

Place Holder for Application Form

Please reference the Application form in the Grant Management System (GMS).

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Deliverables from Application									
DIL	Item Type	Description	Accom. By	Unit(s)	Units of Meas.	Rate	RTP Funds	Match Funds	Total Amount
1	P001 New Trail/Greenway - Unpaved	Turnkey cost to engineer and install suspension bridge as proposed.	Contracted	150	linear feet	1,000	\$100,000.00	\$50,000.00	\$150,000.00
Sub Total(s)							\$100,000.00	\$50,000.00	\$150,000.00

Councilwoman Hildebran made a motion to approve the Recreational Trails Program grant agreement in the amount of \$100,000, seconded by Councilman Thompson. The vote was unanimous.

ADOPTION OF SENATE BILL 300 POLICE ORDINANCE CHANGES Town Attorney Tim Swanson shared that SB 300 Ordinance changes were introduced to Council at the April 4, 2022, meeting and needed to be voted on at this meeting.

ORDINANCE AMENDING ENFORCEMENT OF CERTAIN SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES BY ADDING/REVISING CRIMINAL PENALTIES

WHEREAS, Part XIII of Session Law 2021-138 (S.L. 2021-138) removes the presumption that all local ordinances may be enforced criminally as provided in North Carolina General Statute 160A-175; and

WHEREAS, S.L. 2021-138 amends G.S. 160A-175(b) to state that ordinances may be enforced criminally as provided in N.C.G.S. 14-4 “only if the city specifies such in the ordinance;” and

WHEREAS, to comply with the session law, Town Council desires to amend certain sections of the Code by specifying which sections carry a criminal penalty.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Reference to Section 160A-175 Enforcement of ordinances.

Reference to Section 160A-175 shall be deleted and replaced with the following:

(a) A city shall have power to impose fines and penalties for violation of its ordinances, and may secure injunctions and abatement orders to further insure compliance with its ordinances as provided by this section.

(b) Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance may be a misdemeanor or infraction as provided by G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.

- (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.
- (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- (10) Any ordinance regulating trees.

(c) An ordinance may provide that violation shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance.

(c1) An ordinance may provide for the recovery of a civil penalty by the city for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the city for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the General Court of Justice shall have jurisdiction to issue such orders. When a violation of such an ordinance occurs the city may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the city may execute the order of abatement. The city shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(f) Subject to the express terms of the ordinance, a city ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed by this section.

(g) A city ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

(h) Notwithstanding any authority under this Article or any local act of the General Assembly, no ordinance regulating trees may be enforced on land owned or operated by a public airport authority.

N.C. Gen. Stat. § 160A-175 (Lexis Advance through Session Laws 2021-179 of the 2021 Regular Session of the General Assembly, but does not reflect possible future codification directives relating to Session Laws 2021-163 through 2021-179 from the Revisor of Statutes pursuant to G.S. 164-10)

Section 1-1005 Penalty; not exclusive remedy; continuing violations.

Section 1-1005 shall be deleted and replaced with the following:

(a) Unless this code provides otherwise, violation of any provision hereof shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

(b) Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person who shall violate a provision of this chapter enforceable as an infraction shall be required to pay a penalty of not more than fifty dollars (\$50.00). An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.

(c) By express statement, an ordinance contained herein may provide for its enforcement by other remedies, as authorized in G.S. 160-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of such remedies.

(d) An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Section 3-2004 Same; duties as fire inspector.

Section 3-2004(e) shall be deleted and replaced with the following:

(e) He shall cause the removal of fire hazards by serving proper orders to the owner or agent of premises in question, such orders to state a reasonable time limit. Any person who fails to comply with such order shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 3-2021 Fire prevention and protection.

Section 3-2021(h)(1) shall be deleted and replaced with the following:

(1) Any person(s) who shall violate any of the provisions of the Code hereby adopted, or failure to comply with any judicial warrant, lawful order, or regulation made thereunder, or who builds in violation of any specifications or plans submitted and approved thereunder, or any permit issued thereunder, shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this Code, whichever is less. Each day that such violation continues shall constitute a separate offense. In the name of the town, the fire chief, through the town attorney, may file suit to enjoin the construction or maintenance of any facility, building, or structure which does not conform to the provisions of the Code.

Section 4-1009 Same; penalty for violation section 4-1008.

Section 4-1009 shall be deleted and replaced with the following:

A violation of section 4-1008 shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-1029 Violation; penalty.

Section 4-1029 shall be deleted and replaced with the following:

Any person who shall violate a provision of this article shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 4-1058 Violations and penalty.

Section 4-1058(1) and (2) shall be deleted and replaced with the following:

In addition to and separated from other remedies provided in this article or otherwise provided by law, a violation shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-2011 Dumping or littering on public or private property.

The State Law Reference shall be deleted.

Section 4-2030 Penalties and remedies.

Section 4-2030 shall be deleted and replaced with the following:

(a) A violation of any of the provision of Articles B or Article C of this chapter shall subject the offender to a civil penalty of \$100. If the offender fails to pay this penalty within fifteen calendar days after being cited for a violation, the penalty may be recovered by the town in a civil action in the nature of a debt.

(b) Each day that any violation continues after a person has been notified that such violation exists and that he is subject to the penalties specified in subsection (a) of this section shall constitute a separate offense.

(c) This chapter may also be enforced by any appropriate equitable action, including injunctions or orders of abatement.

(d) The town may enforce this chapter by any one of or any combination of the foregoing remedies.

Section 5-2032 Penalties.

Section 5-2032(b) shall be deleted and replaced with the following:

(b) A continued violation beyond the established time limit specified in the written notice served in Section 5-2032(a) shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 6-2023 Same; violation.

Section 6-2023 shall be deleted and replaced with the following:

Any person found guilty of violating sections 6-2021 and 6-2022 shall be shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 7-1031 Obedience to signs, etc., generally.

Section 7-1031 shall be deleted and replaced with the following:

Any person failing or refusing to comply with the directions indicated on any sign, marker or device for the control or direction of traffic erected or placed in accordance with the provisions of this chapter when so placed or erected shall be guilty of an infraction as provided by G.S. 14-4(b) and shall be required to pay a penalty of not more than fifty dollars (\$50.00). This section shall not be construed to apply when the driver of a vehicle is otherwise directed by a police officer or when an exception is granted to the driver of an authorized emergency vehicle under section 7-1026.

Section 7-1053 Driving at reduced speeds.

Section 7-1053 shall be deleted and replaced with the following:

(a) No person shall drive a motor vehicle at such slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. Police officers are hereby authorized to enforce this provision by directions to drivers, and in the event of willful disobedience of this provision and refusal to comply with the direction of an officer in accordance herewith, the continued slow operation by a driver shall be a an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

(b) A violation of any of the provisions of the speeds set forth in this section shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

Section 7-1231 Unauthorized removal of traffic citation from vehicle.

Section 7-1231 shall be deleted and replaced with the following:

It shall be unlawful to remove a traffic citation from a vehicle, or to permit it to be removed, except for the purpose of answering the charge for which it was issued. Any violation of this section shall be shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00). Each separate violation of this section shall be considered a separate offense.

Section 8-2055 Penalties.

Section 8-2055(a) shall be deleted and replaced with the following:

(a) A violation of this chapter shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-3014 General penalty.

Section 8-3014 shall be deleted and replaced with the following:

Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the code enforcement officer and shall be delivered or mailed to the offender either at the residence or at the place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

Section 8-4011 Penalties.

Section 8-4011 shall be deleted and replaced with the following:

(a) Any violation of the articles of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of a debt if the offender does not pay within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Violators shall be issued a written citation. Such citation shall be served by either first class mail, personal service or posted at the front door. Any of these methods of service shall be conclusively presumed to be valid, and no owner or occupant shall refuse service of the citation.

(b) Each day's continuing violation shall be considered a separate and distinct offense.

(c) Notwithstanding subsection (a) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

Section 8-6001 Unnecessary noises prohibited; enforcement and penalties.

Section 8-6001(b)(3) shall be deleted and replaced with the following:

(3) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6023 Gambling.

Section 8-6023 shall be deleted and replaced with the following:

If any person play at any game of chance at which any money, property or other thing of value is bet, whether the same be in stake or not, both those who play and those who bet thereon shall be guilty of a Class 3 misdemeanor as provided by G.S. 14-4(a) and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6024 Indecent exposure.

Section 8-6024 shall be deleted and replaced with the following:

Any person who in any place willfully exposes his person, or private parts thereof, in the presence of one or more persons of the opposite sex whose person, or the private parts thereof, are similarly exposed, or who aids or abets in any such act, or who procures another so as to expose his person, or the private parts thereof, shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall willfully make any indecent public exposure of the private parts of his person in any public place, street or highway shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-10005 Penalty.

Section 8-10005 shall be deleted and replaced with the following:

Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1085 Issue of complaint; hearing; determination of unfit dwelling; abatement procedure.

Section 9-1085(d) shall be deleted and replaced with the following:

(d) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the official may cause such to be repaired, altered or improved or to be vacated and closed, and may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1088 Unauthorized removal of posted complaint, notice or order.

Section 9-1088 shall be deleted and replaced with the following:

No person without the written consent of the town manager or appointed agent shall remove or permit the removal of any complaint, notice or order posted in accordance with the provisions of this article. Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1099 Failure to comply with order.

Section 9-1099 shall be deleted and replaced with the following:

If the owner of a building or structure fails to comply with an order issued pursuant to G.S. 160A-429 from which no appeal has been taken, or fails to comply with an order of the Town Council following an appeal, he or she shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less, as provided by G.S. 14-4. Every day such person shall willfully fail or refuse to comply with any final order or direction of the code enforcement officer or Town Council made by virtue and in pursuance of this article shall constitute a separate and distinct offense.

Section 9-2006 Penalties for violation.

Section 9-2006 shall be deleted and replaced with the following:

After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the jurisdiction of this chapter, thereafter subdivides such land in violation of the chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such chapter and recorded in the office of the Burke County register of deeds, shall be subject to the penalties listed below. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The town, through its attorney or other official designated by the Council, may enjoin illegal subdivision, transfer, or sale of land by injunction.

(a) A violation of this chapter shall be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the tax collector at the Valdese Town Hall within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) The provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all, or a combination of the remedies authorized herein.

Section 9-3120 Penalties for violations.

Section 9-3120 shall be deleted and replaced with the following:

(a) Any person who shall violate a section of this chapter punishable by criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

(b) A violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the town within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) In addition to the penalties imposed under Subsections 9-3120(a) and (b) above, the provisions of this chapter may also be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all or a combination of the remedies authorized herein.

Section 9-3133 Proceedings of the Board of Adjustment.

Section 9-3133(b) shall be deleted and replaced with the following:

(b) The Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-3170 Penalties.

Section 9-3170 shall be deleted and replaced with the following:

Any person found guilty of violating any provisions of this article shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3203.8 Penalties for violation.

Section 9-3203.8 shall be deleted and replaced with the following:

A violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations. Nothing herein contained shall prevent the town from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 9-3204.3 Duties and responsibilities of the Floodplain Administrator.

Section 9-3204.3(16) shall be deleted and replaced with the following:

(16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Any person found guilty of violating a stop work order shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3204.4 Corrective procedures.

Section 9-3204.4(5) shall be deleted and replaced with the following:

(5) Failure to comply with order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, he or she shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3305.2 Remedies and penalties.

Section 9-3305.2(c) shall be deleted.

Section 9-3503 Remedies and penalties.

Section 9-3503(a)(6) shall be deleted.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to confirm the adoption of the ordinance amendments to comply with SB300, seconded by Councilwoman Lowman. The vote was unanimous.

AMENDMENT TO ANIMAL CONTROL ORDINANCE Police Chief Jack Moss shared that this proposed ordinance change would allow the Town Manager and at least one other member appointed by the Town Council to serve on the Animal Control Appellate Board. Town Manager Seth Eckard explained that we would bring the appointments to the Council at the next meeting.

ORDINANCE AMENDING ANIMAL CONTROL ORDINANCE

WHEREAS, N.C.G.S. § 67-4.1(c) provides that the “county or municipal authority responsible for animal control shall designate a person or Board to be responsible for determining when a dog is a “potentially dangerous dog” and shall designate a separate Board to hear any appeal”;

WHEREAS, Section 8-2041(f) of the Animal Control Ordinance provides that at the conclusion of a dangerous animal investigation, the Chief of Police or the person designated to decide such issues shall review the investigation report and determine whether or not the animal under investigation is dangerous. Pursuant to Section 8-2031(h) of the Animal Control Ordinance, at any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five days after service of the initial order entered at the conclusion of the dangerous animal investigation, the owner may request a hearing before the Valdese Town Manager. Pursuant to Section 8-2041(i) of the Animal Control Ordinance, the Town Manager must render his or her decision within five (5) days after the hearing affirming, vacating or modifying the initial order; and

WHEREAS, Town Council desires to amend certain sections of the Animal Control Ordinance to bring it into compliance with N.C.G.S. § 67-4.1(c).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Section 8-2041(h) and (i) shall be deleted and replaced with the following.

(h) Hearing. At any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five (5) days after the service of the initial order, an owner may request in writing a hearing before the Animal Control Appellate Board. The Animal Control Appellate Board shall consist of the Town Manager and at least one additional (1) member duly appointed by Town Council. The Animal Control Officer conducting the initial investigation shall not be a member of the Animal Control Appellate Board. The request for a hearing shall be filed with the office of the Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issued to the person requesting the hearing. The owner shall have the right to appear and to offer such proof as may be relevant.

(i) Decision. Animal Control Appellate Board shall render its decision within five (5) days after the hearing. The decision shall be in writing and may affirm, vacate or modify any prior orders entered. A copy of the decision shall be provided to the owner in the same manner provided by paragraph (g) above.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to approve the amendment to the Animal Control Ordinance, seconded by Councilman Thompson. The vote was unanimous.

GRANT PROJECT ORDINANCE AMENDMENT – AMERICAN RESCUE PLAN Finance Director Bo Weichel shared that under the guidance of the School of Government and the WPCOG, it is recommended to adopt this standard allowance and spend it on Government services.

TOWN OF VALDESE
AMERICAN RESCUE PLAN ACT of 2021:
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
GRANT PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the town council of the Town of Valdese, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Valdese (Town) has received the first tranche in the amount of \$704,321.65 of CSLFRF funds. The total allocation is \$1,408,642.70, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The existing Grant Project Ordinance adopted May 12th, 2021 and amended August 2nd, 2021 will be adjusted as follows:

REVENUE		Existing budget	Amended budget	Account Code
	Proceeds for General Fund	\$ 508,643	\$ 0	77-3970-001
	Proceeds for Utility Fund	900,000	0	77-3970-002
EXPENDITURE				
	General Capital Outlay	508,643	0	77-4200-740
	Utility Capital Outlay	900,000	0	77-8120-740

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds	Account code
01	Project Administration	6.1	Contract	\$ 10,000.00	77-4200-040
02	Fire and Police services for period of July 1, 2021 through December 31, 2024	6.1	Salaries	\$ 1,398,642.70	77-5100-020
	TOTAL			\$ 1,408,642.70	

Section 4: The following revenues are anticipated to be available to complete the project:

Description	Revenue	Account code
ARP/CSLFRF Funds	\$1,408,642.70	77-3970-003
Total:	\$1,408,642.70	

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this __2__ day of __May__ 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilwoman Lowman made a motion to approve the Grant Project Ordinance Amendment, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Old Colony Players presents "The Hunchback of Notre Dame," May 5-7 and 13-14, 2022, at 7:30 p.m. at the Fred B. Cranford Amphitheatre. Visit www.oldcolonyplayers.com for location information and to purchase tickets.

Coffee with the Chief, Thursday, May 12, 2022, 9:00 a.m. at Old World Baking Company.

Granville Morrow Fun Fish Day is scheduled for Saturday, May 14, 2022, 9:00 a.m. – 1:00 p.m. at McGalliard Falls. Register by calling 828-879-2132.

Family Friday Nights Kickoff Celebration is scheduled for Friday, May 27, 2022, 7:00 p.m. – 10:00 p.m., with Tim Clark Band, at the Temple Field. Concerts will continue every Friday until September 2, 2022.

Town Offices Closed on Monday, May 30, 2022, in Observance of Memorial Day.

MAYOR AND COUNCIL COMMENTS:

Councilwoman Hildebran expressed her support for our Town staff. Councilwoman Hildebran shared that there is a lot of misinformation going around, and Council needs to support staff. Councilwoman Hildebran believes that our employees are committed and dedicated. Councilwoman Hildebran shared that we are local government, which is different from the county, and state governments and we are all different from the private sector. What we do is governed by our ordinances and policies. Mayor Watts agrees with Councilwoman Hildebran and feels we are blessed to have the staff we have.

Mayor Watts thanked the staff that responded to the Alba Mill fire last week. Mayor Watts said the Police were quickly on the scene blocking off the road. The Fire Department operated quickly, and mutual aid was onsite helping. Mayor Watts shared that he was excited about the little league baseball games at McGalliard Park ball field. Mayor Watts thanked Community Affairs Director Morrissa Angi's team for the successful Spring Craft Show. Mayor Watts also thanked our Tax Collector, who has a 97% tax collection rate and is doing a great job.

CLOSED SESSION: Mayor Watts called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. At 7:36 p.m., Councilman Ogle made a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. Councilwoman Hildebran seconded the motion. The vote was unanimous.

At 7:52 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilman Thompson. The vote was unanimous.

TOWN MANAGER'S CONTRACT ADJUSTMENT: Councilman Thompson made a motion to increase the Town Manager's salary by 7%, seconded by Councilwoman Hildebran. The vote was unanimous.

ADJOURNMENT: At 7:53 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, June 6, 2022, 6:00 p.m.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JUNE 6, 2022**

The Town of Valdese Town Council met on Monday, June 6, 2022, 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, Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various department heads.

Absent: Councilman J. Andrew Thompson

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.

ZONING - SUSAN BOTTAFUOCO, 605 CAROLINA ST, VALDESE, NC: Ms. Bottafuoco shared her history of how her family chose Valdese to live. Ms. Bottafuoco expressed her concern with the re-zoning at the Pineburr Mill, where she lives close. Ms. Bottafuoco reminded Council that it was stated that our Valdese taxes would not go up. Ms. Bottafuoco shared that based on the age, history, and the property on Pineburr Ave., she is concerned about what will come next. The EPA was not created until 1970. Ms. Bottafuoco stated that this property is a Pandora's Box, and it is best to leave it unopened.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF MAY 2, 2022

APPROVED VEDIC BOARD OF DIRECTORS APPOINTMENTS The VEDIC Board of Directors recommended the re-appointment of Forrest Fleming(second term) and T.R. Robinson(third term) to the VEDIC Board. The three-year terms will expire on July 1, 2025.

APPROVED ANIMAL CONTROL APPELLATE BOARD APPOINTMENTS Town Manager Seth Eckard recommended appointing Mayor Charles Watts and Planning Director Larry Johnson to the Animal Control Appellate Board.

APPROVED LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DREAM CONNECTIONS Lease agreement for rental space at the Old Rock School. The Dream Connections Lease in the amount of \$1,045 per month.

APPROVED RESOLUTION FOR FUNDING OFFER AND ACCEPTANCE FOR VALDESE BLUFFS SEWER LINE PROJECT

TOWN of VALDESE
RESOLUTION
Funding Offer and Acceptance
Valdese Bluffs Sewer Line Extension
Project: SRP-W-ARP-0015

WHEREAS, the Town of Valdese has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$721,580 to perform work detailed in the submitted application, and

WHEREAS, the Town of Valdese intends to perform said project in accordance with the agreed scope of work,

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

That the Town of Valdese does hereby accept the American Rescue Plan Grant offer of \$721,580.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Bo Weichel (Finance Director), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

THE FOREGOING RESOLUTION IS ADOPTED THIS 6th DAY OF JUNE, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Valdese
PO Box 339
Valdese NC 28690

Project Number: SRP-W-ARP-0015

CFDA Number:

Funding Program

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Wastewater\Stormwater	<input checked="" type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$721,580

Project Description:

Valdese Bluffs Sewer Line Extension project

Total Financial Assistance Offer:	\$721,580
Total Project Cost:	\$721,580
Estimated Closing Fee*:	na
<i>For Loans</i>	
Principal Forgiveness:	\$0
Interest Rate:	0.0% Per Annum
Maximum Loan Term:	0 Years

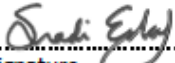
**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

	4/5/2022
Signature	Date

On Behalf of: Town of Valdese
Name of Representative in Resolution: Bo Weichel
Title (Type or Print): CFO

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

.....
Signature	Date

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
 7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
 8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.
-

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature Date
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APPROVED RESOLUTION FOR FUNDING OFFER AND ACCEPTANCE FOR VALDESE BLUFFS WATER LINE PROJECT

TOWN of VALDESE
RESOLUTION
Funding Offer and Acceptance
Valdease Bluffs Water Line Extension
Project: SRP-D-ARP-0016

WHEREAS, the Town of Valdese has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$80,403 to perform work detailed in the submitted application, and

WHEREAS, the Town of Valdese intends to perform said project in accordance with the agreed scope of work,

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

That the Town of Valdese does hereby accept the American Rescue Plan Grant offer of \$80,403.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Bo Weichel (Finance Director), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

THE FOREGOING RESOLUTION IS ADOPTED THIS 6th DAY OF JUNE, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Valdese
PO Box 339
Valdese NC 28690

Project Number: SRP-D-ARP-0016

CFDA Number:

Funding Program

	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input checked="" type="checkbox"/>			
Wastewater\Stormwater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$80,403

Project Description:

Valdese Bluffs Water Line Extension project

Total Financial Assistance Offer:	\$80,403
Total Project Cost:	\$80,403
Estimated Closing Fee*:	na
<i>For Loans</i>	
Principal Forgiveness:	\$0
Interest Rate:	0.0% Per Annum
Maximum Loan Term:	0 Years

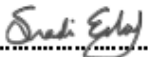
*Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality

	5/2/2022
Signature	Date

On Behalf of: Town of Valdese
Name of Representative in Resolution: Bo Weichel
Title (Type or Print): CFO

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

.....
Signature	Date

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
 2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
 3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
 4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
 5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
 6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
 7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
 8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.
-

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature Date
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APPROVED RESOLUTION FOR FUNDING OFFER AND ACCEPTANCE FOR WATER DISTRIBUTION SYSTEM ASSESSMENT

TOWN of VALDESE
RESOLUTION
Funding Offer and Acceptance
Water Distribution System Assessment
Project: H-AIA-D-20-0203

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$150,000 to perform asset inventory and assessment work, and

WHEREAS, the Town of Valdese intends to perform said project in accordance with the agreed scope of work,

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

That the Town of Valdese does hereby accept the State Reserve Grant offer of \$150,000.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Bo Weichel (Finance Director), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

THE FOREGOING RESOLUTION IS ADOPTED THIS 6th DAY OF JUNE, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient: Project Number: H-AIA-D-20-0203
 Town of Valdese
 PO Box 339
 Valdese, NC 28690

	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input checked="" type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input checked="" type="checkbox"/>			150,000.00
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

Asset Inventory Assessment Project

Total Financial Assistance Offer: **\$ 150,000**
 Match Percentage 5%: \$ 7,500
 Grant Fee* (1.5 %): \$2,250


**Grant fee calculated based on grant amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under State law,
- The project is eligible under State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Kim H. Colson, P.E., Director, Division of Water Infrastructure
 North Carolina Department of Environmental Quality**

 Signature	June 22, 2020 Date
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On Behalf of: Town of Valdese
 Name of Representative in Resolution: Bo Weichel
 Title (Type or Print): CFO

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
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STANDARD CONDITIONS FOR ASSET INVENTORY AND ASSESSMENT GRANTS

1. The recipient acknowledges that no disbursements will be made until the grant fee has been received by the Division of Water Infrastructure.
2. The recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
3. The required grant match must be documented to receive the full amount of this financial assistance offer. The grant match is a percentage of the financial assistance offer amount.
4. All funds provided pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The recipient will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the grant recipient is expected to uphold its contract obligations regarding timely payment.
5. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and subject to the recipient's compliance with the conditions of this grant. Requests for reimbursement must be made using the Division of Water Infrastructure's reimbursement form.
6. The recipient must provide a digital copy of the Asset Inventory and Assessment products in a universally readable format.
7. The recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
8. The recipient must provide approved minutes or a resolution confirming the completed Asset Inventory and Assessment work has been presented to the recipient's governing board.
9. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition Nos. 6, 7, and 8. After receipt of this documentation, final payment will be made once it is requested.

APPROVED REQUEST FROM OLD COLONY PLAYERS TO SELL ALCOHOL AT OLD ROCK SCHOOL & FRED B. CRANFORD AMPHITHEATRE Request from Old Colony Players to sell alcohol at the *Love Letters* Dinner Theatre on June 24-26 & 30, 2022, and July 2-3, 2022, at the Old Rock School. The request also included *From This Day Forward* performance on July 15-16, 2022, & August 12-13, 2022, at the Fred B. Cranford Amphitheatre.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

2021 SAFETY AWARDS Safety Director Truman Walton presented the North Carolina Department of Labor Safety Awards for 2021. Mr. Walton presented the following Safety awards: Administration – 34th consecutive year, Community Affairs – 11th consecutive year, Fire Department – 7th consecutive year, Public Works – 4th consecutive year, Water Department – 5th consecutive year, and WasteWater

Department – 6th consecutive year. Mr. Walton thanked all the staff for their hard work in maintaining safety for another year.

PUBLIC HEARING FOR RE-ZONING OF TOWN-OWNED PROPERTY ON PINEBURR AVE. Mayor Watts re-opened the Public Hearing that was recessed at the May 2, 2022, Council meeting at 6:11 p.m.

Planning Director Larry Johnson presented a re-zoning for town-owned property on Pineburr Ave., the Valdese Town Council zoning map amendment consistency/inconsistency statement, and the Valdese Town Council zoning map amendment reasonableness statement. Mr. Johnson requested that Council re-zone the current M-1 Manufacturing, R-12 Residential, and R-8 Residential to B-2 General Business. Mr. Johnson explained that this would allow for government buildings and residential uses.

Planning Director Larry Johnson presented the following presentation:

Property Location: 408 – 800 Pineburr Avenue SE

Parcel ID Numbers: 2743038327, 2743037173, 2743137307, 2743135181

Requested Action: Rezone properties from current designations of M-1 Manufacturing, R-12 Residential, and R-8 Residential to B-2 General Business District

BACKGROUND: The Town of Valdese purchased and received donated property along Pineburr Avenue SE. The property is under consideration for the location of a new public safety building. The current zoning designations of M-1 Manufacturing, R-12 Residential, and R-8 Residential restrict the use of the properties for government buildings over 5,000 square feet or do not list "government building" as a permitted use. As the probable site, Staff recommended a zoning designation of B-2 General Business. Government buildings are allowed in the B-2 General Business District without size restrictions.

REVIEW CRITERIA:

1. Existing land uses in the general vicinity of the subject's property are residential and vacant and right-of-way.
 - **North:** The properties to the North are manufacturing and residential, separated by rail and street right of way.
 - **South:** The properties to the South are residential, zoned R-8 and R-12 Residential, and vacant and wooded land.
 - **East:** The properties to the East are zoned manufacturing and residential, with wooded areas.
 - **West:** The properties to the West are zoned R-8 Residential and R-12 Residential. The properties are single-family residences.

To the extent to which zoning will detrimentally affect properties in the general vicinity of the applicant's properties, the requested B-2 General Business District is an upgrade to the predominant manufacturing zoning designation. The B-2 General Business District also permits residential uses similar to those in the area, including single-family and multifamily.

2. Traffic

- A traffic study on Pineburr Avenue by Valdese Public Works reveals an Average Daily Traffic count (ADT) of 442 vehicles per day during a seven-day period.
- There was no traffic study conducted for Ribet Avenue SE.
- Additional traffic on Pineburr Avenue SE is expected due to shifting changes, administrative trips, meal breaks, and emergency response.
- Police and Fire anticipate an average of forty (40) vehicles per day (vpd) increase in traffic on Pineburr Avenue SE and ten (10) cars per day along Ribet Avenue SE.

Anticipated Traffic volume generated from the development of four lots should not negatively impact existing traffic. Pineburr Avenue SE can expect a traffic increase of less than ten percent if developed for a government building.

3. Public Services;
The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the area. These include public infrastructure, water and sewer, and possibly police and fire protection.


4. Consistency of the proposed zoning with the Valdese Vision: A Land Use Action Plan for the Future;
*The general area is classified as industrial, residential, and commercial by the land use plan adopted by the Valdese Town Council. There are aspects of this rezoning petition **inconsistent** with The Valdese Vision: Land Use Action Plan.*


REVIEW:


Staff finds Rezoning Petition 2-3-22 **inconsistent** with the Valdese Vision: A Land Use Action Plan for the Future. In so finding, Staff provides the following review:

1. The Town of Valdese requested a zoning map amendment in March 2022 to rezone four parcels with zoning designations of M-1 Manufacturing, R-12 Residential, and R-8 Residential to B-2 General Business District.
2. Three of four parcels are vacant or undeveloped. The fourth contains the primary and accessory structures.
3. The four parcels are contiguous with residential uses, utility easement, and rail tracks. The proposed Rezoning to B-2 General Business permits "government building" without size restrictions.
4. The rezoning petition is consistent with one of four parcels identified in The Valdese Vision: Land Use Action Plan. The Land Use Action Plan identifies Parcel #4, the parking lot, for commercial development, which will be consistent with the proposed B-2 General Business designation.
5. Staff confirmed the following steps were taken in advance of the public hearing on Rezoning Petition 2-3-22:
 - a. adjoining property owners received first-class mail notifications.
 - b. The Town Clerk advertised the public hearing in the local paper.
 - c. Staff placed Rezoning Public Hearing signs along with the properties.

<p>Town of Valdese Rezoning Application 2-3-22 Filed by Town of Valdese</p>	<h3>Introduction</h3> <p>An application was filed March 14, 2022 by the Town of Valdese to rezone four parcels purchased and donated to the Town. The current zoning designation of the parcels are a combination of M-1 Manufacturing District, R-12 Residential District and R-8 Residential District.</p>
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<h3>Zoning and Location</h3> <p>(PINEBURR MILL PROPERTIES)</p>	<h3>Parcel #1 408 Pineburr Avenue SE (3.7 Acres)</h3> 
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<ul style="list-style-type: none">▶ The 3.7 acre parcel is located along Pineburr Avenue SE and Ribet Avenue SE. Vacant plant buildings are located on the parcel.▶ This parcel has two zoning designations, M-1 Manufacturing District and R-12 Residential district.	
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<h3>Parcel #2 650 Pineburr Avenue SE (13.8 Acres)</h3> 	<ul style="list-style-type: none">▶ The 13.8 acre parcel is located along Pineburr Avenue SE. The lots is vacant, partially wooded, and contains high voltage lines and rail right of way to the North.▶ This parcel has two zoning designations, M-1 Manufacturing District and R-8 Residential district.
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Parcel #3 800 Pineburr Avenue SE
(0.5 Acres)



- ▶ The 0.5 acre parcel is located along Pineburr Avenue SE. The lots is vacant, partially wooded, and is bordered to the north by Parcel #2.
- ▶ This parcel has a zoning designation of R-8 Residential district.



Parcel #4 409 Pineburr Avenue SE
(0.4 Acres)


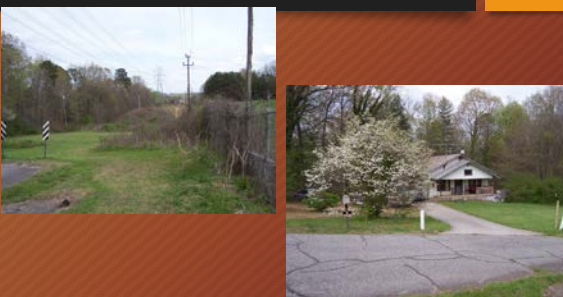




- ▶ The 0.4 acre parcel is located along Pineburr Avenue SE. The parcel is vacant, served as the parking lot for the main plant building.
- ▶ This parcel has a zoning designation of R-8 Residential district.


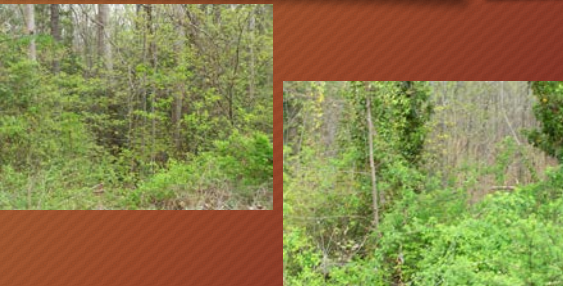
Request
Amendment of the Valdese Zoning Map to reclassify
four parcels to B-2 General Business District



<p>9-3056 General Business District B-2 9-3056.1 Permitted Uses (65)</p> <ul style="list-style-type: none"> • (26) Essential services 1 and 2 • (27) Farmers Market • (28) Feed, seed, and fertilizer sales, retail • (29) Financial Services • (30) Florist shops, but not commercial greenhouses • (31) Food stores, retail only • (32) Funeral Homes • (33) <u>Government buildings</u> • (34) Gunsmiths • (35) Hospice and Palliative Care Facility • (36) Hospitals • (37) Hotels, Motels, boarding houses • (38) Laundromats • (39) Locksmiths • (40) Massage therapy • (41) Medical or professional services 	<p>(c) B-2 General Business District Uses permitted with a <u>Special Use Permit</u>:</p> <ul style="list-style-type: none"> • (1) Automotive Body Repair • (2) Bars • (3) <u>Modular Home</u> • (4) <u>Multi-family building</u> • (5) Planned Unit Development - Business • (6) <u>Planned Unit Development - Residential</u> • (7) Public and private elementary and secondary schools • (8) Sign painting and fabrication shops • (9) <u>Single-family dwellings, excluding manufactured houses</u> •
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<p>Surrounding Land Use and Zoning</p> 	<p>North</p> 
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<p>South</p> 	<p>South</p> 
--	---

<p>West</p> 	<p>East</p> 
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Approval Considerations

- Traffic Impact
- Zoning Use Consistency
- The Valdese Vision - Land Use Action Plan for Future




Traffic Impact

- ▶ Pineburr Avenue SE (between Carolina Street and Eldred) is identified as a local or minor street residential street. It currently provides ingress and egress for a multi-family building complex, mobile home park and approximately twenty-five single-family homes
- ▶ Ribet Avenue SE ends at Parcel #2. It is the probable means of ingress and egress for emergency fire vehicles
- ▶ Approximately six single family homes are along Ribet Avenue, east of Carolina Street

Traffic Impact Cont.

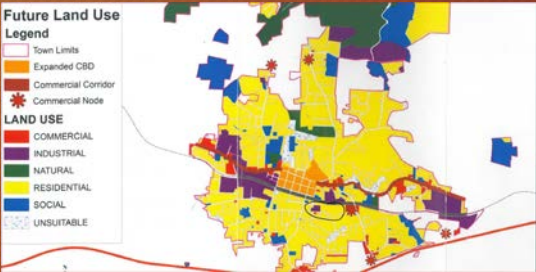
- A traffic study on Pineburr Avenue by Valdese Public Works reveals Average Daily Traffic count (ADT) of 442 vehicles per day during a seven day period.
- There was no traffic study conducted for Ribet Avenue SE
- Additional traffic on Pineburr Avenue SE is due to shift changes, administrative trips, meal breaks, emergency responses
- Police and Fire anticipates an increase in traffic that will average of 40 vehicles per day (vpd) on Pineburr Avenue SE.
- Increase in traffic along Ribet Avenue SE is 10 vehicles per day.



Zoning Consistency

The four parcels are contiguous with residential and manufacturing uses within the corporate limits. A zoning change from M-1 Manufacturing to B-2 General Business is a zoning upgrade for the area. While the R-8 Residential District permits all residential type, the B-2 also supports residential development including single-family, multifamily, and Planned Unit Developments with permission from Town Council.

The Valdese Vision: A Land Use Action Plan Future Land Use Map



The Valdese Vision - Land Use Action Plan for Future

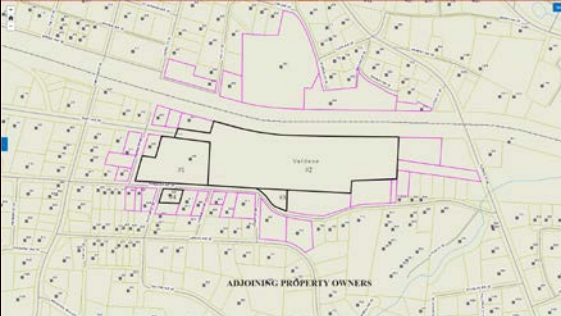
- Adopted by Town Council in 2014, the Valdese Vision: A Land Use Plan established a vision for future growth, and constitutes the legal basis for land-use decision making.
- There are aspects of the current zoning designations that are *inconsistent* with the Land Use Action Plan
- There are aspects of the proposed rezoning that are *inconsistent* with the Land Use Action Plan.
- However, Town Council is not bound by the comprehensive or land use plan and may adopt an amendment even though inconsistent with the land use plan.
- But, if Town Council adopts an amendment that is inconsistent with the plan, the decision has the effect of amending the future land-use map

The Valdese Vision - Land Use Action Plan Current Zoning Designations

- The Valdese Vision identifies the 408 Pineburr (parcel #1) as industrial, *consistent* with the current zoning, except for NW corner zoned R-12 Residential.
- The Valdese Vision identifies parcel #2 (650 Pineburr Ave) the 13+ acre parcel as residential, but it is mostly zoned industrial. Industrial is *inconsistent* with plan.
- The Valdese Vision identifies parcel #3 (800 Pineburr) as residential, *consistent* with the current zoning designation.
- The Valdese Vision identifies the parking lot and parcel #4 (409 Pineburr) as commercial, *inconsistent* with the current R-8 designation.

The Valdese Vision - Land Use Action Plan Proposed Zoning Designation

The proposed B-2 General Business zoning designation of the four parcels will be inconsistent with for three of four parcels. Only Parcel #4, the parking lot that is identified as commercial in the land use plan will be consistent with the proposed B-2 Business District designation.

<p>Review and Discussion</p> <ul style="list-style-type: none"> • Town of Valdese requested a zoning map amendment, March 14, 2022 to rezone four parcels with zoning designations of M-1 Manufacturing, R-12 Residential and R-8 Residential to B-2 General Business District • Three of four parcels are vacant or undeveloped. The fourth contains the principal and accessory structures • The four parcels are contiguous with residential, manufacturing uses, utility easement and rail tracks. 	<ul style="list-style-type: none"> • The proposed rezoning to B-2 General Business will permit “government building” without square footage limitations • The B-2 General Business District permits residential development including single-family, multi-family, and Planned Unit Development Residential. • Rezoning petition 2-3-22 is <i>consistence</i> with parcel #4.
<p>Adjoining Property Owners</p> 	<ul style="list-style-type: none"> • Adjoining property owners were notified initially of the May 2nd public hearing and of the recess public hearing to June 6th by first class mailings. • The four parcels remain posted with Notices of Public Hearing Signage
<p>Planning Board’s Recommendation</p> <p>The Planning Board met on April 18, 2022 to consider four parcels under the ownership of the Town of Valdese for a rezoning change from M-1 Manufacturing, R-8 Residential and R-12 Residential to B-2 General Business District.</p>	<p>The Planning Board considered and adopted a statement affirming the petition’s request is <i>inconsistence</i> with the Valdese Vision: A Land Use Action Plan; In a vote of <u>five</u> to <u>zero</u>, the Planning Board presents a recommendation to approve the petition to the Valdese Town Council.</p>
<p>TOWN COUNCIL ACTION</p> <ul style="list-style-type: none"> • G.S. 160D-605 - For an amendment to the zoning Map or the governing board must consider the recommendation from the Planning Board • Town Council must adopt a statement describing whether that action is consistent or inconsistent with an adopted plan (The Valdese Vision: A Land Use Action Plan) 	<ul style="list-style-type: none"> • For zoning map amendments, the governing board (Town Council) must also adopt a Statement of Reasonableness.

<p>Town Council CONSISTENCY STATEMENT</p> <p>On June 6, Town Council met to consider Rezoning Petition 2-3-22, and received a recommendation from the Planning Board. Upon consideration, the Valdese Town Council finds:</p> <p>1. The Town of Valdese Planning Board has considered rezoning the following parcels from their currently designated zoning (as set forth below) to B-2 General Business District.</p> <ul style="list-style-type: none"> • A 3.70 parcel commonly known as 408 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743038327, Zoned M-1 Manufacturing and R-12 Residential; • A 13.80-acre parcel commonly known as 650 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743137307, Zoned M-1 Manufacturing and R-8 Residential; • A 0.50-acre parcel commonly known as 800 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743135181, Zoned R-8 Residential; and • A 0.40-acre parcel commonly known as 409 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743037173, Zoned R-8 Residential. 	<p>2. Found the request to amend the Town's Zoning Map around the parcels described above from their currently designated zoning to Zone B-2 General Business District to be <i>inconsistent</i> with the adopted Town of Valdese 2014, The Valdese Vision: A Land Use Action Plan.</p> <p>3. The Land Use Plan calls for Manufacturing and Residential uses on three parcels of interest. Valdese's B-2 General Business District does not allow manufacturing uses.</p> <p>4. The B-2 General Business District permits government buildings and residential development, including single-family, multi-family, and Planned Unit Development Residential.</p> <p>5. The four parcels are contiguous with residential uses and manufacturing uses.</p> <p>6. The Planning Board voted five to zero to recommend that Town Council amend the Town's zoning map regarding the parcels from M-1 Manufacturing, R-8 Residential, and R-12 Residential to B-2 General Business District.</p>
<ul style="list-style-type: none"> • Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 2-3-22 to be inconsistent with the Valdese Vision: A Land Use Action Plan for the Future, approves Rezoning Petition 2-3-22 and the recommendation from the Valdese Planning Board to amend the Town's zoning map regarding the parcels of interest from M-1 Manufacturing, R-8 Residential and R-12 Residential to B-2 General Business District. 	<p>Town Council Statement of Reasonableness</p> <p>On June 6, 2022, the Valdese Town Council met to consider Rezoning Petition 2-3-22 and found the proposed zoning amendment is reasonable and in the public interest because:</p> <ol style="list-style-type: none"> 1. The total acreage of the four parcels subject to Rezoning Petition 2-3-22 (18.4 acres) is of sufficient size so as not to be construed as "spot" zoning. 2. The surrounding zoning designations are R-8 Residential, R-12 Residential, and M-1 Manufacturing. The surrounding land uses include residential development and manufacturing.
<p>3. As zoned (M-1 Manufacturing), a portion of the subject properties could be developed for industrial and related uses, which could include, by way of example and not limited to, an automotive body repair shop, automotive repair, automotive service station, recycling center, a collection point or plant, manufacturing, truck terminal, and warehousing. In addition, with a Special Use Permit, a portion of the subject properties could be developed and used as, by way of example and with no limitation, a flea market, landfill, lumberyard, mixing plant for concrete or paving materials, stone crushing, cutting and polishing, and tobacco processing and storage.</p>	<p>The B-2 General Business District permits residential development, including single-family, multi-family, and Planned Unit Development Residential. Some of the above M-1 Manufacturing uses could be more detrimental to the surrounding residential development than the permitted uses in a B-2 General Business District and the intended use of the subject properties for the construction and operation of a public safety building.</p>
<p>Based upon those above and the findings from the public hearing, the Valdese Town Council, finds Rezoning Petition 2-3-22 to be reasonable and approves Rezoning Petition 2-3-22.</p>	<p>QUESTIONS?</p>

PLANNING BOARD ACTION:

The Planning Board took up the issue of the Town's request to amend the Town's Zoning Map around the parcels described by Parcel ID Numbers: 2743038327, 2743037173, 2743137307, 2743135181 from their

currently designated zoning to Zone B-2 General Business District. The Land Use Plan calls for industrial and residential uses on three parcels of interest.

The Planning Board found Rezoning Petition 2-3-22 map amendment request to be **inconsistent** with the Town of Valdese 2014 Valdese Vision: A Land Use Action Plan. However, in a five to zero vote, the Planning Board recommends that Town Council amend the Town's zoning map regarding the parcels of interest from M-1 Manufacturing, R-8 Residential, and R-12 Residential to B-2 General Business District. The Planning Board consistency/inconsistency stated is included with this memorandum.

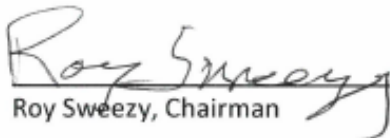
**VALDESE PLANNING BOARD
ZONING MAP AMENDMENT CONSISTENCY/INCONSISTENCY STATEMENT**

The Town of Valdese Planning Board has considered rezoning the following parcels from their currently designated zoning (as set forth below) to Zone B-2 General Business District.

1. A 3.70 parcel commonly known as 408 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743038327, Zoned M-1 Manufacturing and R-12 Residential;
2. A 13.80-acre parcel commonly known as 650 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743137307, Zoned M-1 Manufacturing and R-8 Residential;
3. A 0.50-acre parcel commonly known as 800 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743135181, Zone R-8 Residential; and
4. A 0.40-acre parcel commonly known as 409 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743037173, Zoned R-8 Residential.

The Planning Board finds the Petitioner's request to amend the Town's Zoning Map around the parcels described above from their currently designated zoning to Zone B-2 General Business District to be inconsistent with the adopted Town of Valdese 2014, The Valdese Vision: A Land Use Action Plan. The Land Use Plan calls for Manufacturing and Residential uses on three parcels of interest. The Town's B-2 General Business District zoning does not allow manufacturing and residential uses.

Even though the Planning Board found Rezoning Petition 2-3-2022 map amendment request to be inconsistent with the Town of Valdese 2014 Valdese Vision: A Land Use Action Plan, per NCGS 160A-383 in a 5 to 0 vote, the Planning Board recommends that Town Council amend the Town's zoning map regarding the parcels of interest from M-1 Manufacturing, R-8 Residential and R-12 Residential to B-2 General Business District.


Roy Sweezy, Chairman

4-18-22
Date

TOWN COUNCIL ACTION:

Before taking such lawful action as it may deem advisable, the Town Council shall consider the Planning Board's recommendations. In turn, Town Council must adopt a written statement (Consistency Statement) documenting its consideration of the land-use plan when making rezoning map amendment decisions. Town Council does not have to take actions consistent with The Valdese Vision: A Land Use Action Plan.

Additionally, 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 Town Council. 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.

**VALDESE TOWN COUNCIL
ZONING MAP AMENDMENT
CONSISTENCY/INCONSISTENCY STATEMENT**

On June 6, 2022, the Valdese Town Council met to consider Rezoning Petition 2-3-22 and received a recommendation from the Valdese Planning Board. Upon consideration, the Valdese Town Council finds:

1. The Town of Valdese Planning Board has considered rezoning the following parcels from their currently designated zoning (as set forth below) to B-2 General Business District.
 - a) A 3.70 parcel commonly known as 408 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743038327, Zoned M-1 Manufacturing and R-12 Residential;
 - b) A 13.80-acre parcel commonly known as 650 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743137307, Zoned M-1 Manufacturing and R-8 Residential;
 - c) A 0.50-acre parcel commonly known as 800 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743135181, Zoned R-8 Residential; and
 - d) A 0.40-acre parcel commonly known as 409 Pineburr Avenue SE, Valdese, NC, Parcel ID Number 2743037173, Zoned R-8 Residential.
2. Found the request to amend the Town's Zoning Map around the parcels described above from their currently designated zoning to Zone B-2 General Business District to be **inconsistent** with the adopted Town of Valdese 2014, The Valdese Vision: A Land Use Action Plan.
3. The Land Use Plan calls for Manufacturing and Residential uses on three parcels of interest. Valdese's B-2 General Business District does not allow manufacturing uses.
4. The B-2 General Business District permits government buildings and residential development, including single-family, multi-family, and Planned Unit Development Residential.
5. The four parcels are contiguous with residential uses and manufacturing uses.
6. The Planning Board voted five to zero to recommend that Town Council amend the Town's zoning map regarding the parcels from M-1 Manufacturing, R-8 Residential, and R-12 Residential to B-2 General Business District.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 2-3-22 to be **inconsistent** with the Valdese Vision: A Land Use Action Plan for the Future, approves Rezoning Petition 2-3-22 and the recommendation from the Valdese Planning Board to amend the Town's zoning map regarding the parcels of interest from M-1 Manufacturing, R-8 Residential and R-12 Residential to B-2 General Business District.

/s/ Charles Watts, Mayor

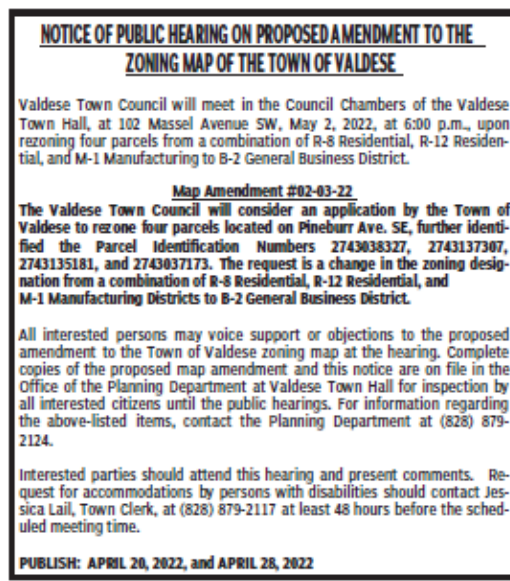
**VALDESE TOWN COUNCIL
Zoning Map Amendment Reasonableness Statement**

On June 6, 2022, the Valdese Town Council met to consider Rezoning Petition 2-3-22 and found the proposed zoning amendment is reasonable and in the public interest because:

7. The total acreage of the four parcels subject to Rezoning Petition 2-3-22 (18.4 acres) is of sufficient size so as not to be construed as "spot" zoning.
8. The surrounding zoning designations are R-8 Residential, R-12 Residential, and M-1 Manufacturing. The surrounding land uses include residential development and manufacturing.
9. As zoned (M-1 Manufacturing), a portion of the subject properties could be developed for industrial and related uses, which could include, by way of example and not limited to, an automotive body repair shop, automotive repair, automotive service station, recycling center, a collection point or plant, manufacturing, truck terminal, and warehousing. In addition, with a Special Use Permit, a portion of the subject properties could be developed and used as, by way of example and with no limitation, a flea market, landfill, lumberyard, mixing plant for concrete or paving materials, stone crushing, cutting and polishing, and tobacco processing and storage. The B-2 General Business District permits residential development, including single-family, multi-family, and Planned Unit Development Residential. Some of the above M-1 Manufacturing uses could be more detrimental to the surrounding residential development than the permitted uses in a B-2 General Business District and the intended use of the subject properties for the construction and operation of a public safety building.
10. B-2 General Business development will not harm the surrounding land uses in that, among other things, it will remain subject to the site plan ordinance governing development criteria.
11. The zoning amendment will allow the construction of a government building to benefit the Town and surrounding landowners and enable non-industrial development in the vacant primary building.
12. The Valdese Vision: A Land Use Action Plan for the Future was adopted in 2014. The Town subsequently acquired the subject property while exploring locations for constructing and operating a new public safety building. There are few reasonably available alternate locations in the Town of Valdese to build and operate a new public safety building, which is needed to protect and serve the community and hire, retain, and serve the community's emergency responders. Town Council finds that conditions have changed since adopting the Valdese Vision: A Land Use Action Plan for the Future, warranting this zoning amendment.

Based upon those above and the findings from the public hearing, the Valdese Town Council, finds Rezoning Petition 2-3-22 to be reasonable and approves Rezoning Petition 2-3-22.

/s/ Charles Watts, Mayor



Councilman Mears asked Mr. Johnson if any citizens inquired about this public hearing. Mr. Johnson shared that he received one call from someone who lived outside the zoning area and answered their question on the use of the new zoning. Council discussed the traffic count in that area.

Mayor Watts asked if anyone wished to speak either for or against the proposed amendments.

Rick McClurd – 408 Garrou Ave., SE, Valdese: Mr. McClurd shared that he grew up in this area and was concerned about the parking lot across from the Mill and would hate to see a business come across the street. Mr. McClurd shared that he understands zoning from past experiences.

There being no one else wishing to speak, Mayor Watts closed the public hearing at 6:48 p.m.

Councilman Mears made a motion to approve Application #2-3-22 for re-zoning, adopt the Valdese Town Council Zoning Map Consistency/Inconsistency Statement, and the Valdese Town Council Zoning Map Amendment Reasonableness Statement as presented, seconded by Councilwoman Lowman. Three – Yes(Councilman Mears, Councilwoman Lowman, Councilwoman Hildebran), One – No(Councilman Ogle)

APPROVED RESOLUTION APPROVING ADDING LAKE RHODHISS DRIVE RD TO NCDOT SECONDARY ROAD SYSTEM Planning Director Larry Johnson presented the following Resolution:

A RESOLUTION FROM THE TOWN OF VALDESE COUNCIL TO THE NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION TO REQUEST THE ADDITION OF ROADS TO THE STATE MAINTAINED SECONDARY ROAD SYSTEM

WHEREAS, petitions are from time to time filed with the Town of Valdese Town Council for addition of roads to the North Carolina Department of Transportation State Maintenance System; and

WHEREAS, Town Council does not investigate these petitioned roads for addition to the State Maintenance System, but instead, relies on the North Carolina State Department of Transportation to investigate the petitioned roads and to determine if they meet the established standards and criteria for addition to the State Maintenance System.

NOW, THEREFORE BE IT RESOLVED, that Town Council adopts this resolution requesting the Division of Highways to process all road additions without the further approval of Town Council and requesting to receive notification of each addition to the State Maintenance System.

THIS RESOLUTION IS ADOPTED this ____ day of _____, 2022.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

(SEAL)

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Mr. Johnson explained that this is just a part of the process for NCDOT to take over the road and is recommended by the staff. Mr. Johnson shared that NCDOT will take over road maintenance; however, the Police can still enforce speed.

Councilman Ogle made a motion to approve the Resolution Adding Lake Rhodhiss Drive to NCDOT Secondary Road System as presented, seconded by Councilwoman Lowman. The vote was unanimous.

LAKE RHODHISS DRIVE ROAD IMPROVEMENTS Interim Public Works Director Allen Hudson explained to Council that for NCDOT to take over Lake Rhodhiss Drive, the Town would need to construct a turnaround at the end of the road that will meet DOT standards.

	<p>Valdese Public Works</p>	<p><u>Project Description</u></p> <p>Before NCDOT accepts for maintenance Lake Rhodhiss Drive NE, the Town will have to complete the following task:</p> <p><input type="checkbox"/> Construct a turnaround at the end of Lake Rhodhiss Drive according to DOT standards,</p>	<p>Valdese Public Works</p>
<p>Project: Lake Rhodhiss Drive Turn Around</p>		<p>Project: Lake Rhodhiss Drive Turn Around</p>	

	<p>Valdese Public Works</p>		<p>Valdese Public Works</p>
<p>Project: Lake Rhodhiss Drive Turn Around</p>		<p>Project: Lake Rhodhiss Drive Turn Around</p>	

	<p>Valdese Public Works</p>	
<p>Project Site</p>	<p>Valdese Public Works</p>	<p>Site Plan</p>
<p>Project: Lake Rhodhiss Drive Turn Around</p>		<p>Project: Lake Rhodhiss Drive Turn Around</p>

<p>Cost Estimates received to construct a Turnaround to North Carolina Department of Transportation standards:</p> <ol style="list-style-type: none"> 1. \$7,848.00 - Evans Construction (Connelly Springs) 2. \$6,730 - Foothills Asphalt (Connelly Springs) <p>Staff recommends Foothills Asphalt</p>	<p>Valdese Public Works</p>
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Mr. Hudson recommends Foothills Asphalt of Connelly Springs to complete this project in the amount of \$6,730. (Other Bid – Evans Construction, Connelly Springs - \$7,848)

Councilman Ogle made a motion to award the bid to Foothills Asphalt in the amount of \$6,730 to construct the DOT required turnaround, seconded by Councilman Mears. The vote was unanimous.

FY 2022-2023 BUDGET PUBLIC HEARING & ORDINANCE ADOPTION: Mayor Watts opened the Public Hearing at 6:59 p.m. Mayor Watts asked Town Manager Seth Eckard if there had been any changes since the May 2, 2022, Council meeting. Mr. Eckard said there were no changes.

Mayor Watts asked if anyone wished to speak either for or against the proposed budget.

RICK MCCLURD – 408 GARROU AVE., SE, VALDESE: Mr. McClurd asked Council to adopt three TVs for the Council Chambers because you cannot see what is being presented. Town Manager Seth Eckard shared that there is money in the budget for the Chambers audio/visual upgrades.

There being no one else wishing to speak, Mayor Watts closed the public hearing at 7:01 p.m.

Councilman Ogle shared that he is concerned with the increase in the water/sewer rates with the current economy and the funds going to the Burke County Library.

Councilwoman Hildebran shared that she has always advocated for not increasing rates, but with the aging infrastructure, if we do not do it gradually, there may be a big jump in the future. Councilwoman Hildebran feels the 10-year CIP has put us on a good path forward.

Town of Valdese Budget Ordinance
Fiscal Year 2022-2023

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, THAT:

Section 1: The following amounts are hereby appropriated to the fund set forth for the operation of the town government and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this town:

June 6, 2022, MB#31

GENERAL FUND - OPERATIONS		\$ 6,364,259
Governing Body	\$ 82,835	
Administration	1,139,938	
Public Works	193,523	
Maintenance & Grounds	261,432	
Planning	66,944	
Police	1,210,334	
Fire	972,961	
Street	408,041	
Powell Bill	146,300	
Sanitation	335,472	
Recreation	938,939	
Tourism/Community Affairs	607,540	
 GENERAL FUND - CAPITAL OUTLAY		 \$ 405,000
Governing Body	\$ 23,000	
Administration	2,000	
Public Works	20,000	
Maintenance & Grounds	-	
Planning	16,000	
Police	45,000	
Fire	175,000	
Street	32,000	
Powell Bill	-	
Sanitation	32,000	
Recreation	-	
Tourism/Community Affairs	60,000	
 WATER SEWER FUND - OPERATIONS		 \$ 4,910,641
Water	\$ 1,907,590	
Wastewater	1,739,692	
Water & Sewer Construction	1,263,359	
 WATER SEWER FUND - CAPITAL OUTLAY		 \$ 764,600
Water	\$ 400,000	
Wastewater	364,600	
Water & Sewer Construction	-	
 TOTAL BUDGET		 \$ 12,444,500

Section 2: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2022 as follows:

GENERAL FUND	\$ 6,769,259
UTILITY FUND	5,675,241
 TOTAL REVENUES	 \$ 12,444,500

Section 3: There is hereby levied an ad valorem tax at the rate of fifty-four and one half cents (\$0.545) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2021, for the purpose of raising a portion of the revenue listed in the General Fund appropriation in Section II of this ordinance. This rate, based upon an estimated total valuation of \$390,920,742 will generate a levy of \$2,081,302 with

an estimated collection rate of 97.69%.

Section 4: As set forth in the Utility Fund Debt Service of the FY 2022-2023 budget document, the amount of \$360,688 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Section 5: As set forth in the General Fund Debt Service Section of the FY 2022-2023 budget document, the amount of \$260,244 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Section 6: The operating funds encumbered on the financial records of June 30, 2022 are hereby reappropriated into this budget.

Section 7: The corresponding "Fiscal Year 2022-2023 Rate and Fee Schedule" is approved with the adoption of this Annual Budget Ordinance.

Section 8: The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. He may transfer amounts between line-item expenditures within a department without limitation and without a report being required.
- b. He may transfer amounts of \$10,000 between departments of the same fund without a report being required.
- c. He may not transfer any amounts between funds or from any fund balance appropriation within any fund without approval of the Town Council.

Section 9: The Budget Officer is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Governing Body, for the following purposes:

- a. Form grant agreements to public and non-profit organizations
- b. Leases of routine business equipment
- c. Consultant, professional, or maintenance service agreements
- d. Purchase of supplies, materials, or equipment where formal bids are not required by law
- e. Applications for and agreements for acceptance of grant funds from federal, state, public, and non-profit organizations, and other funds from other governmental units, for services to be rendered which have been previously approved by the Governing Body
- f. Construction or repair projects
- g. Liability, health, life, disability, casualty, property, or other insurance or performance bonds
- h. Other administrative contracts which include agreements adopted in accordance with the directives of the Governing Body.

Section 10: Copies of this budget ordinance and accompanying documents shall be furnished to the finance office, budget officer, and other department heads of the Town of Valdese to be kept on file by them for their direction in the disbursement of funds.

Upon introduction by Town Manager Seth B. Eckard, motion to adopt by

Council _____, and seconded by Council _____, the vote was _____.

This ordinance is adopted on this the 6th day June, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

PUBLIC NOTICE
TOWN OF VALDESE

Public notice is hereby given that a public hearing will be held on **Monday, June 6, 2022, at 6:00 p.m.**, Valdese Town Hall, Town Council Chambers, 102 Massel Avenue SW, Valdese, North Carolina, to receive public comments and input concerning the Fiscal Year 2022 – 2023 proposed budget. The budget has been submitted to the Governing Board and is available for public inspection in the Office of Town Clerk.

SUMMARY OF FISCAL YEAR 2022 – 2023 PROPOSED BUDGET

Section I: The following amounts are hereby appropriated to the fund set forth for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the Chart of Accounts heretofore established for this Town:

GENERAL FUND - OPERATIONS	\$	6,364,259
Governing Body	\$	82,835
Administration		1,139,938
Public Works		193,523
Maintenance & Grounds		261,432
Planning		66,944
Police		1,210,334
Fire		972,961
Street		408,041
Powell Bill		146,300
Sanitation		335,472
Recreation		938,939
Tourism/ Community Affairs		607,540
GENERAL FUND - CAPITAL OUTLAY	\$	\$405,000
Governing Body		\$23,000
Administration		2,000
Public Works		20,000
Maintenance & Grounds		-
Planning		16,000
Police		45,000
Fire		175,000
Street		32,000
Powell Bill		-
Sanitation		32,000
Recreation		-
Tourism/ Community Affairs		60,000
WATER SEWER FUND - OPERATIONS	\$	4,910,641
Water	\$	1,907,590
Wastewater		1,739,692
Water & Sewer Construction		1,263,359
WATER SEWER FUND - CAPITAL OUTLAY	\$	764,600
Water	\$	400,000
Wastewater		364,600
Water & Sewer Construction		-
TOTAL BUDGET	\$	12,444,500

Section II: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2022 as follows:

GENERAL FUND	\$6,769,259
UTILITY FUND	<u>5,675,241</u>
TOTAL REVENUES	\$ 12,444,500

Jessica Lail
Clerk

PUBLISH: May 24, 2022

Councilwoman Hildebran made a motion to adopt the FY 2022-2023 Fee Schedule, FY 2022-2023 General Fund Capital Improvement Plan, FY 2022-2023 Utility Capital Improvements Plan, and the FY 2022-2023 Budget Ordinance, seconded by Councilwoman Lowman. Three – Yes(Councilman Mears, Councilwoman Lowman, Councilwoman Hildebran), One – No(Councilman Ogle)

BUDGET AMENDMENT: Finance Director Bo Weichel presented the following Budget Amendment:

Valdese Town Council Meeting

Monday, June 6, 2022

Budget Amendment #

17

Subject: Turn around at Lake Rhodhiss Dr

Description: Site prep and paving of a turn around area on Lake Rhodhiss Dr per NCDOT specifications.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		6,730
Total		\$0	\$6,730

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5600.450	Contracted Service	6,730	
Total		\$6,730	\$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 Ogle made a motion to approve the Budget Amendment, seconded by Councilman Mears. The vote was unanimous.

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

Mr. Eckard welcomed and introduced Trey Blackwood from ASU, who is completing a summer internship with the Town of Valdese.

Coffee with the Chief, Thursday, June 9, 2022, 9:00 a.m. at Old World Baking Company

Special Council Workshop, Thursday, June 16, 2022, from 9:00 a.m. – 12:00 noon, we will meet at the Valdese Community Center.

Old Colony Players Presents Dinner Theatre *“Love Letters,”* June 24-26 & 30, 2022, and July 2-3, 2022, at the Old Rock School. Visit www.oldcolonyplayers.com for more information and to purchase tickets.

Valdese Independence Day Celebration, Friday, July 1, 2022, 7:00 p.m., Main Street

Town Offices Closed on Monday, July 4, 2022, in Observance of Independence Day

MAYOR AND COUNCIL COMMENTS: Councilwoman Lowman congratulated the Town departments on the safety awards they received tonight and appreciates their work.

Councilwoman Hildebran asked Police Chief Jack Moss to give Council an update on our local school safety due to the recent school shooting in Texas. Chief Moss reassured everyone that between Valdese PD, Burke County Sherriff's Department, Morganton PD, and Drexel PD, our county PDs train hard for this type of event. Town Manager Seth Eckard commended Dr. Swan with the BC School System on the steps he is taking to make our school system better. Mayor Watts shared his experience in the past with active shooter training in Burke County, which has been in place since 1999. Chief Moss stated that the next training would be in August 2022.

Mayor Watts recognized Police Sergeant Dean Berry for completing his Bachelor's degree in Criminal Justice. Mayor Watts also recognized PT Firefighter Abigail Hendricks, who obtained her Bachelor's degree in Emergency Management with a minor in Emergency and Disaster Management.

Mayor Watts thanked everyone who participated in the Granville Morrow Fun Fish and Family Friday Night events. Mayor Watts noted the newspaper article about the Dog Park at Lakeside Park. Lastly, Mayor Watts recognized the Charters of Freedom phase one opening and is excited about having it in our community to teach our children.

ADJOURNMENT: At 7:20 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, July 11, 2022, at 6:00 p.m., Valdese Town Hall.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
June 16, 2022**

The Town of Valdese Town Council met on Thursday, June 16, 2022, at 9:00 a.m., for a tour of the Valdese Recreation Community Center(312 Massel Ave SE, Valdese) and Valdese Tiger Gym(301 Church St NW, Valdese) and convened in the Community Room at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Leonard “Charlie” Watts, Councilman J. Andrew Thompson, Councilwoman Rexanna Lowman, Councilman Keith Ogle, and Councilman Paul Mears. Also present were: Town Manager Seth Eckard, Town Clerk Jessica Lail, Finance Director Bo Weichel, and Parks & Recreation Director David Andersen.

Absent: Councilwoman Frances Hildebran

A quorum was present.

Mayor Watts called the meeting to order at 9:00 a.m. at the Valdese Recreation Community Center. Mr. Watts stated that this was a Special Called Council Meeting to tour the Valdese Recreation Gym and Tiger Gym facility with town staff. Parks and Recreation Director David Andersen led a tour of the facilities, identifying issues throughout the buildings.

VALDESE RECREATION COMMUNITY CENTER TOUR: Mr. Andersen shared that the Valdese gymnasium was built in 1938. Mr. Andersen went over the renovation items that were approved at the May 2, 2022, Council meeting and the items for consideration that will be on the July 11, 2022, regular Council meeting. In addition, the Town Council toured the gymnasium and the upper lobby area looking at future renovations. The Town Council also toured the pool/fitness lobby area downstairs and the men and women’s locker rooms identifying areas that need to be addressed and renovated.



GYMNASIUM RENOVATION PROJECT

Items approved during May 2nd Town Council Meeting:

- Gymnasium Flooring and Demolition/Installation including mid-court logo and court lines
- Retractable Bleachers and Installation
- Retractable Dividing Curtain and Installation
- Retractable Goals (6) and Installation
- Safety Padding for Walls and Installation

Items for Consideration during July 11th Town Council Meeting:

- Nevco 2700 Scoreboard (and Installation)
- Electrical work for goal and curtain motors, scoreboard power, vent fan motor repair
- Structural engineering assessment for placement of goals/curtain
- Painting walls, ceiling, and cages around ventilation fans/louvres
- Donor Recognition Jerseys for gymnasium

FUTURE COMMUNITY CENTER LOBBY RENOVATIONS

- | | |
|--|---|
| <ul style="list-style-type: none">• Flooring, including stair treads and stair landings• Remove ceiling mounted heater• Upgrade water fountain to include bottle filler• Informational Wall (Bathroom wall side)<ul style="list-style-type: none">○ Wayne Owens image, information about Coach Owens, Community Center○ Bulletin Board for game information, rules over water fountain and filler• Donor Wall (Wall between porch and lobby)<ul style="list-style-type: none">○ Solid Surface Counter/Work Area○ Reclaimed court mounted on wall○ Donor Recognition mounted on reclaimed flooring○ Receptacles with USB Charging | <ul style="list-style-type: none">• Feature Wall (Wall between gym and lobby)• Seating<ul style="list-style-type: none">○ Banquettes along feature wall○ Stools under donor wall counter○ In lobby benches• Painting including wall and ceiling repairs <p><u>Lobby Bathrooms</u></p> <ul style="list-style-type: none">• New Tile/Paint• Wall-mounted baby changing stations• New doors• Relocate bathroom heaters• New fixtures |
|--|---|



FUTURE COMMUNITY CENTER LOCKER ROOM AND POOL/FITNESS LOBBY RENOVATIONS

MEN'S AND WOMEN'S LOCKER ROOMS

- Plastic lockers instead of pressed board
 - Several options for locks
 - Antimicrobial options
- Flooring
- Shower Spaces
 - Replace valves from metered shower control to more traditional faucet control
 - Provide partitions in men's showers, expand partitions in women's showers
 - Shower flooring/walls
 - Additional ventilation in both shower spaces
- Painting and surface repairs on walls and ceilings
- Solid surface countertops with two undermount sinks
- Upgrade water fountains to include bottle filler
- Suitmate water extractors for swimsuits
- StepNWash stools for children's sink access (one in each locker room)
- Baby changing stations in main locker areas instead of in stalls
- HVAC replacement in Men's locker room (Women's HVAC replaced 2020)

POOL/FITNESS LOBBY

- Check-In Counter surfaces
- Plastic staff lockers instead of pressed board
- Painting and ceiling repairs
- Flooring in lobby area and throughout hallway

Mr. Andersen shared that the Coach Wayne Owens fundraiser efforts have surpassed its goal of raising \$100,000.

VALDESE TIGER GYM TOUR: Mr. Andersen led the Council on a tour of the Valdese Tiger Gym and basement area, identifying areas of concern that need to be addressed.

TOWN HALL COMMUNITY ROOM - DISCUSSION:

VALDESE TIGER GYM: Councilman Ogle asked what the recommendation is for the Valdese Tiger Gym. Town Manager Seth Eckard recommends installing an air circulation unit to ventilate the Tiger Gym to help with the moisture buildup on the gym floor. The cost of this would be around \$36,000.00, which would include installing two fans and two louvers.

VALDESE RECREATION GYM: The Town Council discussed adding an air condition unit to the Valdese Recreation Gymnasium and included that in the July 11, 2022 agenda. Councilwoman Lowman asked what the timeline would be for all the renovations. Mr. Eckard stated that the gymnasium repairs that will go before Council on July 11, 2022, should be completed by spring 2023, and the Tiger Gym repair should be completed by fall 2022. Mr. Eckard shared that at the September 6, 2022, Council meeting, we should have a Request for Qualifications (RFQ) contract on the agenda for the future renovations on the gym lobby, pool/fitness lobby, and the men & women's locker rooms. Mr. Eckard explained that we have to do an RFQ because we anticipate the cost to be over \$500,000. The funds will come out of the Towns fund balance. Mr. Eckard explained that we should have a bid recommendation for those renovations at the March 2023 meeting. These dates are subject to change. Council discussed how important it is to renovate the community center for our kids and community. Councilman Ogle mentioned that we should look at a permanent structure over the pool. Mr. Eckard stated that the exterior lining of the pool buddle is fine, and the interior lining has been repaired which, should be good for at least ten more years.

ADJOURNMENT: At 11:04 a.m., Councilwoman Lowman made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

June 16, 2022, MB#31

The next meeting is a regularly scheduled meeting on Monday, July 11, 2022, at 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
July 11, 2022**

The Town of Valdese Town Council met on Monday, July 11, 2022, 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, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilwoman Frances Hildebran, Councilman Paul Mears, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: None

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 speaker's comments needs to be addressed, upon the direction of the Council, someone from the management team will be in touch with you later.

Mayor Watts presented the following Designation:

Designation of July as Park and Recreation Month

WHEREAS parks and recreation is an integral part of communities throughout this country, including the Town of Valdese; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out- of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

July 11, 2022, MB#32

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Valdese recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Valdese Town Council that July is recognized as Park and Recreation Month in the Town of Valdese.

This 11th day of July 2022.

/s/ Charles Watts, Mayor

Parks & Recreation Director David Andersen recognized the 10 & under Valdese Tigers Baseball Champions. The team and coaches were present at the meeting and took a picture with Mayor Watts.

COMMUNITY FACILITIES – GLENN HARVEY, 801 MICOL AVE NE., VALDESE: Mr. Harvey read the following comments and provided a copy to the Town Clerk and Mayor:

VALDESE TOWN COUNCIL MEETING – 11 JULY 2022 – Glenn Harvey

I want to commend the town staff on several accomplishments described in the Morganton News Herald and raise related questions of the Council. I must read straight through this to stay within the time limit, but I hope that you will provide some answers at the end.

The June 21, News-Herald reported extensive renovations to the 100 years old – Old Rock School along with a photo showing the front parking lot being replaced by grass. Has the Council approved this project or is it simply a staff project? I am asking because I cannot find any discussion about the project in recent council minutes and do not see it on today's agenda.

Today's News-Herald expands upon two projects that are on today's agenda.

FIRST – Over the past fifteen years, I have heard complaints about the condition of the 80+ years old recreation center. The News-Herald reports that the town has received about \$230,000 of donations and the council will consider another \$111,000 in tonight's agenda. Citizens have pitched in – perhaps more than many realize? For example:

- Hundreds of us have donated funds for Lakeside park, and some of those funds were donated to the Town for this project.
- LPDA, one of the Town's oldest nonprofit institutions, has donated funds to the Town for this project.

Without a doubt, the Recreation Center needs to be renovated. Let's hope that the council will move forward with the renovation. Are there detailed plans and specifications? Will the project be let on a competitive bidding process?

SECOND - \$36,000 seems like a lot of money to install fans in Tiger Gym and leads to several questions. Has there been a valid engineering study done to verify that those \$36,000 fans will fix the problem? How much has the Town spent on repairs, renovations and utilities on that building since taking it over decades ago, only to have it declared unsafe and closed to the public in recent years? Is that \$36,000 proposal an example of throwing good money after bad?

But here's the bottom line question for the Mayor and Council Members, whom we elected to serve citizens' present and future needs. Do you not recognize the irony in these three staff initiatives?

Citizens are asking why we and nonprofit organizations are being called upon to maintain the Town's old public buildings? Why does the staff exercise the initiative and creativity to raise funds to update old facilities that serve citizens; yet, over the past 4 years, the staff has stonewalled the possibility of renovating one public building that does not serve any citizens?

At the March Town Council meeting, you voted 3:2 to move forward with a showcase public safety building which, at the last estimate would cost at least \$7.8 million, requiring a \$7 million USDA loan, with payments for the next 40 years, adding to over \$10 M. That building and that debt-load will not improve public safety. It will not serve citizens but instead will house a handful of employees.

The construction costs that were rising out of control last year, continue to escalate. The USDA interest rate of 2 1/4% on which the financing plan was based, became 2 1/2% in April? The USDA rate is scheduled for another increase this month, and most likely again in September and December. What is the financial plan if USDA rates double to 4 1/2% by the time this project has a firm construction price?

IN SUMMARY

The bottom line to the bottom-line question is, who is making the Town's decisions on behalf of us citizens – is it really the Town Council?

Thank you – do you wish to share the responses to any of those questions with Valdese Citizens?

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JUNE 6, 2022

APPROVED WORKSHOP MINUTES OF JUNE 16, 2022

APPROVED PARK & RECREATION COMMISSION BOARD APPOINTMENT The Valdese Town Council approved the appointment of Lin Ward to the Park & Recreation Commission Board. Mr. Ward will fill the unexpired term of Grayson Turner, who resigned. The term expires on December 31, 2023.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEES: Water Resources Director Greg Padgett introduced Water Plant Operator Jacob Craig and Wastewater Plant Operators John Thao and James Martin.

PRESENTATION OF VALDESE WEAVERS MILL HOUSING: Don Tise of Tise-Kiester Architects presented the impending historic adaptive reuse in downtown Valdese to create the sixty (60) units of affordable workforce housing known as the Valdese Weavers Mill. Mr. Tise shared pictures of past Mill renovations that Tise-Kiester Architects has completed and plans for the Valdese Weavers Mill Housing. Town Manager Seth Eckard asked when the renovation would begin. Mr. Tise shared that the structural engineer is finishing the structural plans to get the building shored up as quickly as possible. Mr. Kiser shared that the architectural plans are mostly completed.

APPROVED RESOLUTION FOR HOUSING AUTHORITY – VALDESE WALDENSIAN MILL REVENUE BONDS: Bond and Issuer’s Counselor Kristen Kirby, Esq. with McGuireWoods LLP, presented the following Resolution:

RESOLUTION APPROVING IN PRINCIPLE THE ISSUANCE OF NOT TO EXCEED \$6,500,000 OF VALDESE HOUSING AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS FOR THE BENEFIT OF BLUE RIDGE HOUSING OF BURKE, LLC

WHEREAS, the Town Council (the “Town Council”) of the Town of Valdese, North Carolina (the “Town”) met in Valdese, North Carolina, at 6:00 p.m. on the 11th day of July, 2022; and

WHEREAS, the Valdese Housing Authority (the “Authority”) has tentatively agreed to issue its multifamily housing revenue bonds in one or more series in an aggregate amount not to exceed \$6,500,000 (the “Bonds”), for the purpose of financing the acquisition of the historic Weavers Mill and the renovating and equipping therein by Blue Ridge Housing of Burke, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Company”), of a 60-unit multifamily housing development to be known as Historic Valdese Weavers Mill and located at 108 Praley Street SW, Valdese, North Carolina (the “Development”); and

WHEREAS, the proceeds of the Bonds will be loaned to the Company and used to (a) acquire, rehabilitate and equip the Development and (b) pay certain costs of issuing the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that any bonds issued by the Authority for the Development may only be issued as tax-exempt bonds if the plan of financing is approved by the Town Council following a public hearing with respect to such plan; and

WHEREAS, on June 2, 2022, the Authority held a public hearing with respect to the issuance of the Bonds to finance the Development, as evidenced by the Certificate and Summary of Public Hearing

attached hereto and has requested the Town approve the issuance of the Bonds as required by the Code; and

WHEREAS, the Bonds shall not be deemed to constitute a debt of the Town or a pledge of the faith and credit of the Town, but shall be limited obligations of the Authority payable solely from the loan repayments to be made by the Company, and shall contain on the face thereof a statement to the effect that neither the faith and credit nor the taxing power of the Town is pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, because no taxes or other revenues of the Town are pledged to pay the Bonds, the staff of the Town has made no financial analysis of the Bonds, the Town or the Development; and

WHEREAS, the Town Council has determined that approval of the issuance of the Bonds is solely to satisfy the requirements of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Company, nor shall such approval in any event be construed to obligate the Town for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Authority, or to constitute the Bonds or any of the agreements or obligations of the Authority an indebtedness of the Town, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed financing of the acquisition, rehabilitation and equipping of the Development described above in the Town of Valdese, North Carolina, and the issuance of the Authority's multifamily housing revenue bonds, in one or more series, in an amount not to exceed \$6,500,000, therefor are hereby approved for purposes of Section 147(f) of the Code.
2. This resolution shall take effect immediately.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

I, Jessica Lail, Town Clerk for the Town of Valdese, North Carolina DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town at a regular meeting duly called and held on July 11, 2022, as it relates in any way to the resolution hereinabove set forth, and that said proceedings are recorded in the minutes of the Town Council. Pursuant to N.C.G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Town Council is on file in the office of the Clerk.

WITNESS my hand and the common seal of said Town, this ____ day of July, 2022.

ATTEST: /s/ Town Clerk

Ms. Wood explained that this would not create debt for the Town of Valdese or the Valdese Housing Authority. The developers would be responsible for paying the bonds. Ms. Kirby shared that under the federal tax code, for the bonds to be tax-exempt, they must be issued by a government entity and through the local Housing Authority.

Councilwoman Lowman made a motion to approve the aforementioned Resolution as presented, seconded by Councilman Thompson. The vote was unanimous.

APPROVED VALDESE COMMUNITY CENTER GYMNASIUM PROJECT Parks & Recreation Director David Andersen reminded Council of what was approved for the gymnasium project at the May 2, 2022, Council meeting. Mr. Andersen went over the following project's needs: roof repairs/furnace chimney cap, painting, purchase & installation of a scoreboard, electrical for goals, curtain, and bleachers, and engineering for truss reinforcement. Councilwoman Lowman asked if we were still looking at the installation of an HVAC unit. Mr. Andersen shared that he received two quotes, one was \$64,000 (plus electrical hookup), and the other was \$220,000. Councilwoman Lowman feels that if we do all this work on the gymnasium, we should look at more figures for the HVAC system. Councilwoman Hildebran asked if an HVAC system could be added later. Mr. Andersen said it could be a possibility, but it may affect the new flooring and other renovations we are completing now.

The image shows two presentation slides. The left slide is titled "Valdese Community Center Gymnasium-Wayne Owens Renovation" and is dated "Town Council Presentation - July 11, 2022". The right slide is titled "Previous Approval: Council Approved - May 2, 2022" and lists items included in a contract with The Sports Flooring Group, such as Hardwood Beech Flooring, Retractable Bleachers, and Basketball Goals, with a total cost of \$209,077.

The slide is titled "Seeking Approval: Project Ordinance Amendment for Council - July 11, 2022". It lists project needs: Roof Repairs/Furnace Chimney Cap, Painting Gymnasium Ceiling and Walls, Scoreboard Purchase, Scoreboard Installation, Electrical for Goals, Curtain, Bleachers, and Engineering for Truss Reinforcement. It also includes financial information: Project Cost: \$343,954 (including \$209,077), Town FY21-22: \$50,000, Private Donations: \$182,489, and Fund Balance Required: \$111,465. There are four small photos showing interior views of the gymnasium.

Councilwoman Hildebran made a motion to approve the repairs of the Valdese Community Center gymnasium for roof repairs/furnace chimney cap, painting, purchase & installation of a scoreboard, electrical for goals, curtain, and bleachers, and engineering for truss reinforcement, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED TIGER GYMNASIUM VENTILATION Parks & Recreation Director David Andersen reminded Council of the current issue at Tiger Gym with all the windows being sealed up and no airflow. Mr. Andersen received a quote from Houck Construction, LLC, to install two wall fans and two louvers with motorized dampers in the amount of \$35,863. Councilwoman Lowman asked if we did this, would we be able to use the facility for volleyball, indoor soccer, and basketball right away. Mr. Andersen said that that would be the idea. Councilwoman Hildebran asked if this would clear up the issue. Mr. Andersen shared that opening up the space would create better environmental conditions. Mr. Andersen shared that the basement of the gym has some issues with water accumulating after hard rains. Mayor Watts asked what the gym was currently being used for. Mr. Andersen said it is used for basketball and indoor soccer programs, and the rotary club has used it for food packing. Mr. Andersen would like to add volleyball as well. Mayor Watts asked if it would hurt our programs if we did not have the gym for use. Mr. Andersen feels that it would cause an issue but with the steps Council is taking to renovate the Community Center, we could accommodate the needs there. Councilman Mears feels that Tiger Gym is an important asset to the community and feels the Recreation Department would benefit from having the gym.



Houck Contracting LLC

34 Shipwatch Dr
 Hickory, NC 28601
 Ph: (828) 495-8595
 Fax: (828) 495-8592

Estimate



DATE	ESTIMATE ...
5/7/2022	9265

NAME / ADDRESS
Tiger Gym/ Moisture Issues Revised Atten: David

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
To supply and install 2 new side wall fans and 2 wall louvers with motorized dampers in the gym Includes: Cutting holes for the installations Power wiring permits all labor and materials Labor and materials	1	35,863.00	35,863.00
Thank you for the opportunity to quote this project for you.		TOTAL	\$35,863.00

Valdese Tiger Gym Ventilation

- Problem: Tiger Gym is sealed with no air flow, which decreases air quality in the space
- Solution: Introduce a fan and louver system to allow for fresh outside air to be introduced, as well as to move air inside the gymnasium.
- Cost: \$35,863

July 11, 2022, MB#32

Councilman Thompson made a motion to repair the Valdese Tiger Gym ventilation with Houck Construction, LLC, in the amount of \$35,863, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following budget amendment:

Valdese Town Council Meeting

Monday, July 11, 2022

Budget Amendment #

1

Subject:

Tiger Gym air circulation

Description:

To help control moisture and lack of moving air, this amendment provide two side wall fans along with two louvers with motorized dampers in the gym area.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		35,863
Total		\$0	\$35,863

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.150	Building Maintenance	35,863	
Total		\$35,863	\$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 Lowman made a motion to approve the aforementioned Budget Amendment, seconded by Councilman Mears. The vote was unanimous.

APPROVED PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Project Ordinance Amendment:

Valdese Town Council Meeting

Monday, July 11, 2022

Capital Project Ordinance Amendment # 1-37

Subject: Community Center Gymnasium Renovation

Description: This amends the project ordinance from November 2021 to accurately reflect the itemized cost of the project.

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
37.3970.001	Private Donations		57,489
37.3970.003	Rostan Family Foundation Donation		75,000
37.3970.004	Transfer from General Fund Balance		111,465
Total		\$0	\$243,954

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
37.6200.150	Renovations	213,950	
37.6200.900	Contingency	30,004	
Total		\$243,954	\$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.

Mr. Weichel reminded Council that one thing that is not included in this is the truss reinforcement, but that would come before Council later.

Councilman Mears made a motion to approve the aforementioned Project Ordinance Amendment, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Ribbon Cutting for the McGalliard Creek Bridge, Wednesday, July 13, 2022, 9:30 a.m. Refreshments at McGalliard Falls, 10:30 a.m. Ceremony at the McGalliard Creek Bridge

Coffee with the Chief, Thursday, July 14, 2022, 9:00 a.m. at Old World Baking Company

Old Colony Players Presents: From This Day Forward, July 15-August 13, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran thanked Code Enforcement/Animal Control Officer Michael Hicks for all his work in her Ward and for Valdese.

July 11, 2022, MB#32

Councilman Ogle shared that he has decided to step down as Councilman for Ward 5, effective immediately, for health reasons. Each member of the Council thanked Mr. Ogle for all his knowledge, service, dedication, and mentorship he has given to them and the citizens of Valdese. Town Manager Seth Eckard said Mr. Ogle would be recognized at the next Council meeting.

Mayor Watts was impressed with the July 4th celebration and felt it was the biggest we have ever had and thanked the Town employees for their hard work. Mayor Watts shared that the Levee Brewery has started serving food. Mayor Watts also thanked the Recreation staff for selling drinks and snacks at the celebration.

ADJOURNMENT: At 7:01 p.m., there being no further business to come before Council, Councilman Hildebran made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, August 1, 2022, 6:00 p.m.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
AUGUST 1, 2022**

The Town of Valdese Town Council met on Monday, August 1, 2022, 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, Councilman J. Andrew Thompson, Councilwoman Frances Hildebran, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Rexanna Lowman, Ward 5 Seat Vacant

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 Watts presented the following Resolution of Appreciation to Keith Ogle:

WHEREAS, Keith Ogle began his service as Councilman for Ward 5 on December 1st, 2003; and

WHEREAS, Keith Ogle, for the past 19 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, Keith Ogle served on numerous boards and commissions, including the Downtown Revitalization Committee, WPCOG MPO and Policy Board Alternate, Parks & Recreation Commission, VEDIC, and Street Paving Committee; and

WHEREAS, Keith Ogle, during his tenure, has been involved in the construction of the New Town Hall, the Valdese ABC Store, Family Friday Nights Series, development of the Valdese Family Splash Park, significant improvements to the water/sewer system, and Valdese Lakeside Park; and

WHEREAS, Keith Ogle has served the citizens of Valdese with respect, dignity, and integrity and is considered a true and loyal friend of Valdese; and

WHEREAS, Keith Ogle not only served the Town of Valdese for 19 years, he also served our country when he joined the United States Army on October 28th, 1975, where is served overseas and was awarded many medals for his service to our country, such as Humanitarian Service Medal, Army Service Medal, and more.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Keith Ogle** for his outstanding contributions to the Council, Staff, Citizens of Valdese, and the United States of American.

BE IT FURTHER RESOLVED that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Keith Ogle for his leadership and guidance to the Town of Valdese during the past 19 years as its Ward 5 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 1st day of August 2022.

/s/ Charles Watts, Mayor

Councilman Thompson presented Mr. Ogle with a Key to the Town and thanked him for his service.

NEW POSITION – JEAN-MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole read an article in the News Herald regarding the new Assistant Town Manager/Finance Director position. Ms. Cole is concerned that if you combine the position, you will not find someone that meets both qualifications. Ms. Cole is also

concerned that they will make a higher salary than the Town Manager. Ms. Cole is questioning if this is a good decision.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JULY 11, 2022

APPROVED UPDATED SALARY & POSITION GRADE SCHEDULE Request to approve the addition of a new position to the Salary & Position Grade Schedule, Assistant Town Manager/Chief Finance Officer.

APPROVED ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENT

**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, September 20, 2022; 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: September 20, 2022
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 1st day of August, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEE: Police Chief Jack Moss introduced new Police Officer Tyler Watson. Officer Watson grew up in Valdese and completed his 4-year degree in Criminal Justice from East Carolina University.

TOWN COUNCIL VACANT SEAT – WARD 5: Mayor Watts gave notice of the Ward 5 Council seat application process:

Notice is hereby given that the Town of Valdese Town Council is seeking interested individuals to fill the Town Council vacancy for Ward 5. The successful candidate will be appointed by the Town Council at an open meeting and will serve until a successor, to be elected at the November 7, 2023, municipal election, takes office. Any interested persons must complete and submit the Application for Council Vacancy. Applications can be obtained by contacting Jessica Lail at (828) 879-2117 or jlail@valdesenc.gov or from the Town's website www.townofvaldese.com. A resume must be included with the completed application. Candidates must reside within the boundaries of Ward 5 of the Town of Valdese. The Town Council will review applications. Deadline: Open until filled.

APPROVED AGREEMENT TO PREPARE A UNIFIED DEVELOPMENT ORDINANCE: Planning Director Larry Johnson presented the following agreement to prepare a unified development ordinance:

**Agreement between the Town of Valdese, NC
and Green Heron Planning, LLC
to Prepare a Unified Development Ordinance
(July 11th, 2022)**

This agreement is made and entered into by and between the **Town of Valdese**, a unit of local government located in Valdese, North Carolina (hereafter known as "the Town") and **Green Heron Planning, LLC** located in Durham, North Carolina (hereafter known as "GHP") on this the 11th day of July, 2022.

1) Purpose: The purpose of this agreement is for GHP to prepare a Unified Development Ordinance for the Town.

2) Scope of Work: The Scope of Work shall be as described in Attachment #1.

3) Compensation: The Town will pay GHP \$175/hour plus expenses to complete the tasks included in the Scope of Work in Attachment #1. This is an hourly contract for the number of hours of work specified in the Scope. The Town Planning Director and GHP may adjust tasks as needed to manage the available resources authorized for the project. If additional hours are needed to complete tasks desired by the Town, then the Scope can be amended upon mutual agreement of the parties.

4) Points of Contact:

Ben Hitchings, FAICP, CZO, Principal, will serve as the point of contact for Green Heron Planning, LLC (bhitchings@greenheronplanning.com; 919/625-1250).

Larry Johnson, Planning Director, will serve as the point of contact for the Town (ljohnson@valdesenc.gov; 828/879-2124).

5) Billing: GHP will invoice the Town on a monthly basis for work completed, and the Town will make checks out to Green Heron Planning, and remit payment to GHP within 30 days to: Ben Hitchings, Principal, Green Heron Planning, LLC, 2018 Wilson Street, Durham, NC 27705.

6) Insurance: GHP shall maintain Commercial Liability insurance in an amount covering \$1,000,000 per occurrence and \$2,000,000 in aggregate, and Professional Liability insurance in an amount covering up to \$1,000,000 for each claim, and \$1,000,000 in aggregate, and will provide proof of such insurance within two weeks upon request by the Town.

7) Termination: This agreement may be terminated by either party with or without cause upon 30 days written notice. Upon such termination, GHP shall provide the Town with copies of all project files, and the Town shall compensate GHP in full for work performed.

8) Amendment: This agreement may be amended upon mutual written agreement between the Town and GHP.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

Town of Valdese, NC

Green Heron Planning, LLC

Signature	Date	Signature	Date
Printed Name and Title		Benjamin G. Hitchings, FAICP, CZO, Principal	Printed Name and Title

ATTACHMENT #1

TASKS	PROJECTED HOURS	PROJECTED COST	NOTES
Phase 1: Launch and Manage UDO Project		\$2,450	
1.1 Hold project kick-off meeting with staff	7		On site
1.2 Hold periodic project coordination calls with staff (up to 3 total)	3		
1.3 Project management	4		
Phase 2: Create UDO Document		\$17,325	
2.1.1 Draft Table of Contents for UDO	4		
2.1.2 Hold meeting with staff to receive comments on Table of Contents	1		Virtual meeting
2.1.3 Create document template for UDO	8		
2.1.4 Reorganize existing zoning and subdivision regulations into new format	38		
2.1.5 Review UDO for conflicting language and legal updates	10		
2.1.6 Reconcile zoning and subdivision definitions	8		
2.1.7 Draft tables (up to 3 tables)	16		Possible Tables: Permitted Uses; Dimensional Standards; Review Procedures
2.1.8 Incorporate new Downtown Business Corridor district	2		Add language for new district to UDO
2.1.9 Send draft UDO to staff for review and hold virtual meeting to receive comments	3		
2.2.1 Revise UDO and send draft UDO to Town Attorney for review and comment	4		
2.2.2 Hold meeting with Town Attorney and Planning Director to receive comments	2		Virtual meeting
2.2.3 Revise UDO to create Public Review Draft, and send to staff	3		Provide Public Review Draft to staff in Word and PDF
Phase 3: Draft Special Ordinance Updates		\$14,000	
3.1.1 Meet with staff to discuss updates to specific standards or procedures	2		Virtual meeting
3.1.2 Draft Technical Memo on proposed topics for updating, and send to staff for review	5		
3.1.3 Hold meeting with staff to discuss comments on technical memo	2		Virtual meeting
3.1.4 Prepare presentation for Planning Board	5		
3.1.5 Present proposed approach to the Planning Board for review and comment	8		On site
3.1.6 Prepare ordinance updates and send to staff for review and comment	20		This time estimate is subject to change based on complexity of text amendment
3.1.7 Hold meeting with staff to receive comments	2		Virtual meeting
3.1.8 Revise ordinance updates and send to Town Attorney	3		
3.1.9 Hold meeting with Town Attorney and Planning Director to receive comments	2		Virtual meeting
3.2.1 Hold meeting with staff to discuss Community Open House	2		Virtual meeting
3.2.2 Prepare and print posters for Community Open House (up to four posters)	12		Plus \$50/poster for printing
3.2.3 Hold Community Open House (immediately prior to Planning Board meeting)	7		On site
3.2.4 Prepare presentation for Planning Board; send to staff for review and comment	4		
3.2.5 Assist staff with making presentation to Planning Board for review and comment	2		On site; assumes meeting is held same night as Open House
3.2.6 Revise ordinance updates based on feedback and integrate into UDO	4		
Phase 4: Assist Staff with UDO Adoption		\$10,850	
4.1.1 Draft Staff Report for UDO text amendment; send to staff for review and comment	3		Provide to staff in Word and powerpoint
4.1.2 Draft presentation for Planning Board; send to staff for review and comment	5		
4.1.3 Hold meeting with staff to coordinate on Open House	2		Virtual meeting
4.1.4 Prepare posters (up to 4 posters); send draft to staff for review and comment	12		
4.1.5 Print posters for Open House	2		Plus \$50/poster for printing
4.1.6 Hold Open House (immediately prior to Planning Board meeting)	7		On site
4.1.7 Assist staff with making presentation to Planning Board	2		On site; assumes Planning Board meeting is same night as Open House
4.1.8 Hold mtg. with staff to discuss revisions based on PB comments and discuss Open House	2		Virtual meeting
4.1.9 Reuse Planning Board posters for Town Council Open House	0		Assumes no changes to posters used in Planning Board meeting
4.2.1 Hold Open House (immediately prior to Town Council meeting)	7		On site
4.2.2 Assist staff with making presentation to Town Council	3		On site; assumes Town Council meeting is same night as Open House
4.2.3 Make any final UDO minor revisions	2		Provide final adopted UDO text amendment to staff in Word and PDF
4.2.4 Contingency for additional assistance at direction of Town Staff	15		
Subtotal (Labor)	255	\$44,625	
Expenses:			
* 5 trips @ \$0.585/mile x 322 miles roundtrip		\$942	
* 8 posters @ \$50/each		\$400	
TOTAL		\$45,967	

Councilwoman Hildebran asked why the amount was more than it was presented at the Budget Retreat. Mr. Johnson explained that after the consultant was brought in, they realized there was more to be done. Mr. Johnson shared that the Town has not completed a complete re-write of our ordinances in the past 20 years. Councilman Mears shared that this was presented to the Planning Board, and they all agreed that this was needed. Town Manager Seth Eckard shared that the money would come from the fund balance. Councilwoman Hildebran asked how long this would take to complete. Mr. Johnson said it would take up to a year. Mr. Johnson asked that if approved, the motion should reflect subject to any recommendations from legal counsel.

Councilwoman Hildebran made a motion to approve the agreement subject to recommendations from legal counsel, seconded by Councilman Thompson. The vote was unanimous.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following budget amendment to Council with a correction. Mr. Weichel shared that the amount needs to be adjusted to \$29,967.00. Mr. Weichel explained that in the CIP budget, we adopted \$16,000.00, not \$17,000.00.

Valdese Town Council Meeting

Monday, August 1, 2022

Budget Amendment #

2

Subject: Unified Development Ordinance

Description: As requested by Planning Director Larry Johnson

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		28,000
Total		\$0	\$28,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4900.740	Capital Outlay	28,000	
Total		\$28,000	\$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 budget amendment in the amount of \$29,967.00, seconded by Councilman Thompson. The vote was unanimous.

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

Old Colony Players Presents: From This Day Forward, August 5-August 13, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre

Coffee with the Chief, Thursday, August 11, 2022, 9:00 a.m. at the Town Hall in the Community Room

47th Annual Waldensian Festival and Footrace – August 12 & 13, 2022

Family Friday Nights Summer Concert Series Finale is scheduled for Friday, September 2, 2022 at 7:00 p.m.

Town Offices Closed on Monday, September 5, 2022 in Observance of Labor Day

Mr. Eckard recognized our outgoing summer intern Trey Blackwood and expressed his appreciation for all the great work he has completed this summer.

Mr. Eckard congratulated Bo Weichel, who will be promoted to the new Assistant Town Manager/Chief Financial Officer position. Mr. Eckard shared the Town Council fully vets anything we do, and they have been aware of this for weeks, and the current Council supports this decision.

MAYOR AND COUNCIL COMMENTS: Councilman Mears asked for an update on the Community Center gym renovations and the timeline for the fans to be installed at the Tiger Gym. Town Manager Seth Eckard shared that we are still getting quotes for the HVAC system and the truss reinforcements. Mr. Eckard hopes that we will have the quotes for all the renovations by October. Parks & Recreation Director David Andersen does not have a timeline for the Tiger Gym improvements at this time.

Mr. Eckard shared that we have submitted our final grant application for the ARC for the Old Rock School. Mr. Eckard said we do have a community match for that grant. If we are awarded the grant, we will see a \$120,000 investment to the Old Rock School in addition to the Rural Transformation Grant.

Mayor Watts shared that there was a good turnout at the McGalliard Creek Bridge ribbon cutting and encouraged everyone to go see it. Mayor Watts shared that we have 11 employees celebrating their years of service to the Town in August and appreciates their hard work. Mayor Watts encouraged everyone to come out to the Waldensian Festival.

ADJOURNMENT: At 6:30 p.m., there being no further business to come before Council, Councilman Thompson made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next regular Council meeting is scheduled for Tuesday, September 6, 2022, at 6:00 p.m., due to Labor Day Holiday.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
SEPTEMBER 6, 2022**

The Town of Valdese Town Council met on Tuesday, September 6, 2022, 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, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman J. Andy Thompson, Ward 5 Seat Vacant

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 speaker's comments needs to be addressed, upon the direction of the Council, someone from the management team will be in touch with you later.

POOL RENOVATION – AMANDA LENNEX, 4102 CHERRYWOOD DRIVE, HUDSON: Ms. Lennex shared that she has children who have used the pool for over 13 years and is concerned with the upcoming renovations. Ms. Lennex is concerned with the pool renovation being scheduled in the fall, with high school swimming starting in October. Ms. Lennex asked the Council to postpone the renovations until February 2023.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF AUGUST 1, 2022

APPROVED APPOINTMENT TO VEDIC BOARD: Ms. Donna Zamora was appointed to a three-year term. The term will expire on July 1, 2025.

APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB: Annual Lease Agreement at the Old Rock School with P & W Railroad Club in the amount of \$230 per month.

APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH DAVID HARMON STUDIOS, LLC: Annual Lease Agreement at the Old Rock School with David Harmon Studios, LLC, in the amount of \$350 per month.

APPROVED UPDATE TO THE CONTINUITY OF OPERATION PLAN: A copy of the plan can be obtained in the Clerk's office.

APPROVED FALL LITTER SWEEP, SEPTEMBER 10-24, 2022

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

NEW EMPLOYEE INTRODUCTION: Public Works Director Allen Hudson introduced Jody Price, Utility Field Technician.

APPOINTMENT TO FILL WARD 5 VACANY: Mayor Watts shared that Council requested applications from interested citizens that reside in Ward 5. Mayor Watts asked Council if they had a motion for an appointment.

Councilwoman Hildebran made a motion to appoint Timothy James Skidmore as Ward 5 Councilman, seconded by Councilwoman Lowman. The vote was unanimous.

Mayor Watts shared that Mr. Skidmore would take the Oath of Office at the October 3, 2022, Council meeting.

ANNUAL PROPERTY TAX COLLECTION REPORT: Finance Director Bo Weichel presented the following report:

Tax Year 2021	
Property Tax Statement Annual Settlement	
Property Valuations	
Real Estate	308,357,968
Personal	87,687,073
Senior Citizen Exemptions	<u>(4,908,620)</u>
Total Property Valuation Subject to Tax Rate	391,136,421
Levy	2,057,727
Discoveries	73,967
Late List Penalties	<u>7,727</u>
Total Levy	2,139,421
Less Collected as of 6/30/2022	2,088,946
Releases	2,500
Uncollected 2021	52,295
Ratio of Taxes Collected to Total Levy	97.76%
Motor Vehicle	
Levy	223,441
2021 Collection by Burke County	223,441
Collection Costs	8,629

Councilman Mears asked how our collection rate compares to other municipalities in the state. Mr. Weichel shared that he thinks Burke County is around 98% but is unfamiliar with other municipal percentages. Councilwoman Hildebran feels that this collection rate is great, considering we have been in the middle of a pandemic, and she would like to thank Kim Cline, the Tax Collector, for her excellent work.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following Budget Amendment:

Valdese Town Council Meeting

Tuesday, September 6, 2022

Budget Amendment # 3

Subject: Pool Boiler Unit

Description: A boiler unit to heat the pool was approved for \$25,000 at the April 2022 meeting. Due to supply chain issues, the original boiler unit ordered will not arrive until late November. This amendment will allow for the installation of three smaller units to replace one large unit, which is available now.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		7,140
Total		\$0	\$7,140

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay	7,140	
Total		\$7,140	\$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 Lowman asked how soon we would have to wait until the pool was heated. Parks & Recreation Director David Andersen said that it is slated to be installed on September 12, 2022.

Councilwoman Lowman made a motion to approve the aforementioned budget amendment, seconded by Councilman Mears. The vote was unanimous.

APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Capital Project Ordinance Amendment:

Capital Project Ordinance Amendment # 10-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
USDA application submittal process

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
35.3480.001	Distributions		5,000
	Total	\$0	\$5,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	5,000	
	Total	\$5,000	\$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.

Mr. Weichel explained that USDA is requiring a financial forecast. In past years, the USDA would have someone in-house to complete this, but since they are short-staffed, the Town has to do it. Mr. Weichel shared that they have a certain set of rules and firms to use. Mr. Weichel explained that because we are in such good order, the firm will only charge us \$5,000 for the completion of the study, which is a low price.

Councilwoman Lowman asked about the financial forecast and how it will be used with this application. Mr. Weichel explained that they would complete a six-year forecast of our revenues and expenditures based on some economic data they have. Mr. Weichel shared that the goal of this study is to make sure that we can afford to make the payment. Councilman Mears asked where the \$5,000 would come from. Mr. Weichel explained that we have a savings account within the project that has already been set aside.

Councilwoman Hildebran made a motion to approve the aforementioned capital project ordinance amendment, seconded by Councilwoman Lowman. The vote was unanimous.

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

Coffee with the Chief, Thursday, September 8, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room has been cancelled.

Old Colony Players Presents: Cyrano, September 8 - 10, 2022, 8:00 p.m. at the Fred B. Cranford Amphitheatre.

NC State Bocce Tournament, Saturday, September 10, 2022, 8:00 a.m. at the LPDA.

Paint the Park Reception, Saturday, September 17, 2022, 4:00–7:00 p.m. at the Old Rock School. Visit painttheparkvaldese.com for more information.

Draughn Homecoming Parade, Tuesday, September 20, 2022, at 6:00 p.m., Main Street, Council will meet at the Fire Department at 5:30 p.m.

Parks & Recreation Project Updates – Parks and Recreation Director David Andersen gave the following report:



Parks and Recreation Project Updates for Town Council-September 6, 2022:

McGalliard Falls Update:

Waterfall Keepers of North Carolina, a non-profit organization, will be coming the morning of September 7 to clean the graffiti from the face of McGalliard Falls at no cost to the town. We will be the first place they will test their new pressure washing system designed to clean graffiti from waterfalls.

There is a plan to construct stairs from the McGalliard Falls shelter to the sewage easement leading to the McGalliard Creek Bridge. We hope the stairs will make it easier for park visitors to access the easement trail, and subsequently, the bridge and Valdese Lakeside Park. Bimbo Bakeries and the Friends of the Valdese Rec will provide the funding for the project, which we hope to have completed by Deeply Rooted Landscaping in December at the latest.

Kayak Launch/ Valdese Lakeside Park PARTF Grant:

Recently we applied for a 1-year extension for our open Parks and Recreation Trust Fund (PARTF) Grant for Valdese Lakeside Park because of the canoe/kayak launch project being incomplete. It is the final piece needed before closing out the grant.

NC Wildlife Resource Commission (NCWRC) is managing the project on behalf of the town, and their staff submitted a full draft application package to Duke for Step 3 of their three-step application process on Friday, September 2. This process has been underway since late 2021. We expect at least one round of rejection and resubmittal from Duke. Once Duke approves the draft and final application, then Duke will send the application to the Federal Energy Regulatory Commission (FERC) for FERC approval. At a meeting on Thursday, August 25, Duke representatives clarified that the FERC process may take 6 months to a year.

Staff has also applied for a grant to provide a fixed workstation and tools for bicycles and wheelchairs to be installed at VLP near the restrooms. The grant would also include bike racks that staff anticipate installing at McGalliard Falls Park. Staff should know by September 16 if we have been awarded this grant.

Community Center Locker Rooms Renovation Update:

We know of three contractors actively working on preparing bids for this project. Staff will open bids at 11am on Friday, September 16, in the Community Room at Town Hall. We anticipate bringing a bid for approval to council at the October 3 town council meeting. Staff has been very responsive to inquiries from the contractors throughout the time they have been working on preparing the bids.

Patrons have raised questions regarding keeping the pool open during the renovations. Alex Bustle, Aquatics/Fitness Supervisor, and myself have been looking at how we can continue to operate while this work is being completed. Without having a final contractor selection, we do not have a good idea of the final construction timeline. We want the contractors to be able to work unimpeded to finish quickly and with minimal disruption. We have already decided not to host any birthday parties during the remainder of 2022, as we are unable to guarantee the status of the facility from week to week.

Concerns regarding the high school swim season, which takes place between the beginning of November and the middle of February, have come up. We have been in touch with all coaches who use the facility, and they are aware of the likelihood of some complete closures due to construction. However, it is our expressed intent to limit any full closures as much as possible while also not impeding the work of the contractors. By utilizing porta johns outside of the Bubble, as well as portable changing areas and a temporary shower inside the Bubble, we should satisfy requirements to operate the facility.

Pool Update:

Town staff will be working this week to prepare the pool deck area for the Bubble, which town staff and BRIDGE crew will be installing the week of September 12. Chris Moseley and Hickory Sheet Metal will be installing the new heaters during the pool down time the week of September 12. We anticipate a pool re-opening with functional heating capacity on Monday, September 19.

Wayne Owens Gym Update:

Staff members have selected colors for the new bleachers, pads, and piping on goals, and we have been in close communication with The Sports Flooring Group regarding a timeline for the manufacture, delivery, and installation of those items.

Jeff McGee has completed internal ceiling repairs, and he will be installing a chimney cap on the old boiler chimney. Taylor and Viola has completed their engineering solution to strengthen the gymnasium trusses. Richard’s Welding has submitted a quote to complete the required work for \$18,049.72. Powell’s Welding has provided a quote for the same work at \$29,150. The truss work may take 2-3 weeks to complete.

Staff is expecting updated, detailed HVAC quotes by the end of this week. At this time, contractors have informed us to anticipate lead times that are incredibly long. In addition, many of their suppliers are not providing quotes for longer than a day at a time.

Custom Coatings should be ready to start prep and paint by late September/early October, but will likely need to delay slightly due to the welding work.

Tiger Gym Update:

W.C. Reynolds/ Houck Construction is awaiting delivery of the larger ventilation components to begin the work in the gymnasium. We are currently in the ninth week since the contractor placed the orders, and there was an expected lead-time of roughly eight weeks.

Tennis Court Update:

Court One of Granite Quarry has undergone a management change, which further delayed the resurfacing project. Employees of the company arrived at the courts September 6 to start working on the surface, and they should have things completed in roughly 2 weeks depending on the weather.

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran thanked Code Enforcement/Animal Control Officer Hicks for all his work with Code Enforcement and Animal Control this month. Officer Hicks shared that it has been a busy month for Animal Control. Mayor Watts also thanked Officer Hicks for his prompt response to calls. Councilwoman Hildebran also shared how proud she is of our ten-year Capital Improvement Plan that puts money back to restore aging lines that are 80 – 90 years old. Councilwoman Hildebran is proud to say that we do not have to worry about a water issue in the Town of Valdese.

Mayor Watts thanked everyone who worked on the successful Waldensian Festival.

Mayor Watts read a letter addressed to the Mayor, Mayor Pro Tem, Town Manager, members of Council, and the Citizens of Valdese, from Councilman Andy Thompson. Mr. Thompson resigned as Councilman of Ward 1 effective Tuesday, September 6, 2022, to focus on his business, himself, and family. In his letter, Mr. Thompson shared that it has been a pleasure working for the citizens of the Town of Valdese. Mayor Watts said that he received this letter at 4:00 p.m. this afternoon.

WARD 1 RESIGNATION: Mayor Watts stated that there is now a vacancy in Ward 1 and in order to fill the vacancy, persons interested must reside within the boundaries of Ward 1 and submit an application and resume. The applications are available online or at the Town Hall and will be open until the seat is filled. Members of Council expressed their gratitude and well wishes for Mr. Thompson.

ADJOURNMENT: At 6:40 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, October 3, 2022, at 6:00 p.m.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
OCTOBER 3, 2022**

The Town of Valdese Town Council met on Tuesday, October 3, 2022, 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, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Ward 1 Vacant Seat, Ward 5 Vacant Seat

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: 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 speaker's comments needs to be addressed, upon the direction of the Council, someone from the management team will be in touch with you later.

OATH OF OFFICE – WARD 5: Burke County Clerk of Superior Court Mabel H. Lowman administered an Oath of Office to Councilman Timothy James Skidmore, Ward 5, while his family held the Bible.

RESOLUTION OF APPRECIATION – ANDY THOMPSON: Mayor Watts presented the following Resolution:

WHEREAS, Andy Thompson began his service as Councilman for Ward 1 on October 1, 2018; and

WHEREAS, Andy Thompson, for the past 4 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, Andy Thompson served on numerous boards and commissions, including the Public Art Commission, Street Paving Committee, and Parks & Recreation Commission; and

WHEREAS, Andy Thompson, has been involved in numerous improvements to the water/sewer system, the Water Smart Program, and development of Valdese Lakeside Park; and

WHEREAS, Andy Thompson has served the citizens of Valdese with respect, dignity, and integrity and is considered a true and loyal friend of Valdese; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Andy Thompson** for his outstanding contributions to the Council, Staff, and Citizens of Valdese.

BE IT FURTHER RESOLVED that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Andy Thompson for his leadership and guidance to the Town of Valdese during the past 4 years as its Ward 1 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 3rd day of October 2022.

/s/ Charles Watts, Mayor

RESOLUTION OF APPRECIATION – DEDICATING THE TOWN CHRISTMAS TREE IN MEMORY OF JAMES L. HATLEY: Mayor Watts presented the following Resolution:

WHEREAS, James L. Hatley grew up in Valdese, North Carolina; and

WHEREAS, after graduation from Valdese High School, James L. Hatley served his country by becoming a United States Marine; and

WHEREAS, after retirement from General Electric as the Manager of Information Systems Development, James L. Hatley moved his family back to the "Best Little Town in North Carolina," known as Valdese; and

WHEREAS, James L. Hatley served as a board member of Valdese General Hospital from 1992-1999, serving as Vice President, and was a board member with Blue Ridge Health Care from 2000-2002, was Chairman of the Board from 2002-2007, and was Chairman Emeritus from 2007-2010; and

WHEREAS, James L. Hatley was appointed as a Councilman in Ward 2 for the Town of Valdese and served that office from November 1997 until 1999. He was elected as Mayor for the Town of Valdese on November 2, 1999, and served that office until his untimely death on January 9, 2015; and

WHEREAS, James L. Hatley served on the NC League of Municipalities (NCLM) and Risk Management Services (RMS) Trustee, was on the board of Burke Development, Inc., and was on the board of directors of Valdese Economic Development Investment Corporation (VEDIC); and

WHEREAS, James L. Hatley, during his leadership as Councilman and Mayor, the Town of Valdese saw many projects come to fruition improving the quality of life for the citizens of Valdese; and

WHEREAS, Members of the Valdese Town Council and Town Staff were privileged to work with Mayor James L. Hatley and considered him a true friend.

WHEREAS, James L. Hatley, placed high priority on youth involvement to the Valdese community through special events, programs and conversations.

WHEREAS, Valdese Town Council will honor the dedication of James L. Hatley annually at the Christmas Tree Lighting Celebration held the second Friday of each December, by formally naming the Town Christmas tree in his memory,

NOW, THEREFORE, BE IT RESOLVED THAT, as of this date, the Town Christmas Tree will be referred to as the Hatley Memorial Christmas Tree.

This 3rd day of October 2022.

/s/ Charles Watts, Mayor

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS: Mayor Watts presented the following Resolution:

WHEREAS, the residents of the Town of Valdese have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Town of Valdese seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the Town of Valdese appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted.

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans Town, the Town of Valdese hereby declares from November 7, 2022 through November 13, 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service;

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, The Town of Valdese encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This 3rd day of October 2022.

/s/ Charles Watts, Mayor

RECREATION SPORTS – JEAN-MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole complimented Valdese Elementary School and our Recreational Sports Program. Ms. Cole shared that her great-granddaughter is six years old and recently signed up for the Valdese Cheerleader program. Ms. Cole shared that she does not attend Valdese Elementary School but lives in Valdese. Ms. Cole's concern is that her great-granddaughter is the only child who does not go to Valdese Elementary School and feels ostracized by the other cheerleaders. Ms. Cole would like someone to share this with the coaches so they can be aware of the kids who do not attend Valdese Elementary School.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF SEPTEMBER 6, 2022

APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH TRANQUILITY DAY SPA Lease agreement for rental space at the Old Rock School. Tranquility Day Spa Lease in the amount of \$350 per month.

APPROVED REQUEST TO SELL WINE AT THE CHRISTMAS IN NOVEMBER CRAFT SHOW Request from Waldensian Style Wines to sell wine at the Christmas in November Craft & Gift Show event on Friday, November 11, 2022, from 4:00 p.m. to 8:00 p.m. and Saturday, November 12, 2022, from 9:00 a.m. to 2:00 p.m., Waldensian Room at the Old Rock School.

APPROVED APPOINTMENTS TO VALDESE HOUSING AUTHORITY Ms. Deborah Thompson was appointed to a five-year term. The term will expire on October 31, 2027. Ms. Thompson is replacing Ms. Faith Kaplan. Mr. Kevin Fredrick was appointed to the unexpired term of Ms. Patricia Garrou, whose term will expire on October 31, 2025.

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

End Consent Agenda


ITEMS REMOVED FROM CONSENT AGENDA: None

WESTERN PEIDMONT COMMUNITY COLLEGE UPDATE: Dr. Joel Welch, Western Piedmont Community College President and resident of the Town of Valdese presented the following presentation:

WESTERN PIEDMONT COMMUNITY COLLEGE **OUR VISION**

EMPOWERS ALL **TRANSFORMATIONAL**

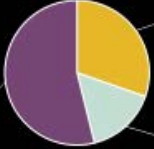
Western Piedmont Community College is a transformational community leader that empowers all individuals to achieve success.



SUCCESS





WESTERN PIEDMONT COMMUNITY COLLEGE **Community**

2021 Pell Eligibility Excluding CTE/CCP/BMC



Category	Count	Percentage
Pell Eligible	446	53.9%
No FAFSA	364	30.4%
Not Eligible	189	15.8%

Burke County

Population	89293		
In Poverty	17260		20% in Poverty
Ages 18 to 44	27835		22%
Partway Home	13476		Disconnected Youth (16-24)

Below poverty

Asian	6%
Black/African American	23%
Hispanic/Latino	31%
Native American/Hawaiian	13%
White	17%

WESTERN PIEDMONT COMMUNITY COLLEGE **STRATEGIC PLAN**



Equitable Access and Success

Completion and Transfer

Learning Outcomes

Post-Graduate Outcomes

WESTERN PIEDMONT COMMUNITY COLLEGE **STRATEGIC PLAN**

GOAL

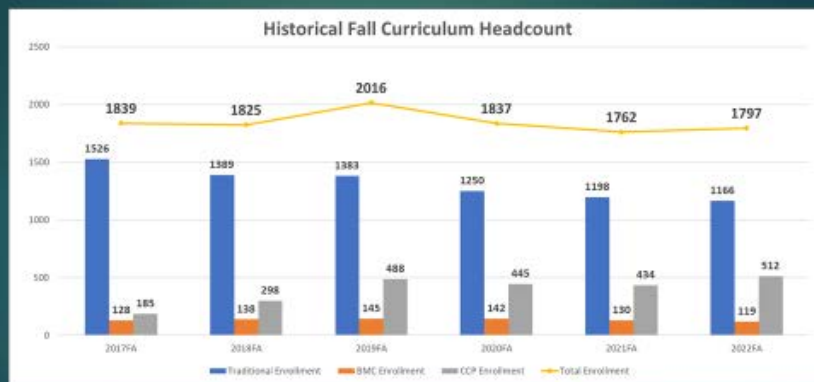
WPCC will develop and demonstrate a Culture of Caring for our students and community

By 2025, 90% of student feedback will state that faculty and staff care about their success

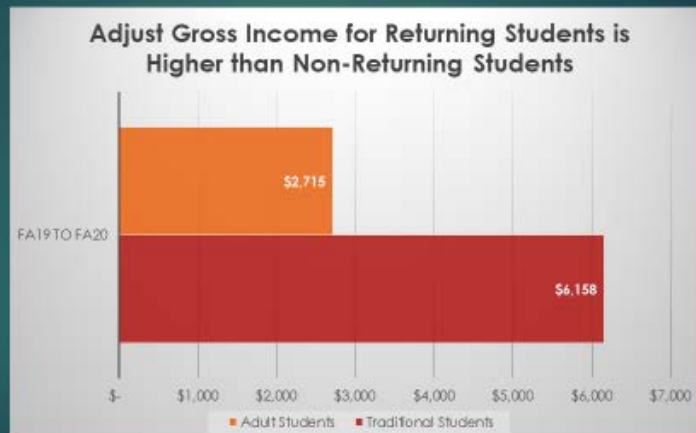
Enrollment of underrepresented groups in all programs will increase 20% by 2025.



WESTERN PIEDMONT COMMUNITY COLLEGE **College**



WESTERN PIEDMONT COMMUNITY COLLEGE **RETENTION**





SUPPORT

71% of students received support (Normal year)
Percentage has been higher during Covid

Pell	\$2.7M	721 Students
CARES ACT Funding	\$2.1M	1502 Students
NC Longleaf Commitment	\$ 83k	113 Students
WPCCC Foundation Scholarships	\$ 62k	58 Students
Pioneer Promise	\$ 46k	91 Students
Outside Scholarships	\$ 75k	57 Students
GEER (Continuing Education)	\$ 44.5k	96 Students
Other Support	\$ 556k	1094 Students
Private Loans	\$ 69k	11 Students



STRATEGIC PLAN

GOAL

Graduates will exhibit high rates of employment and earnings.

By 2023, WPCCC will develop an advising strategy for students that provides realistic information about earning potential in their chosen field.

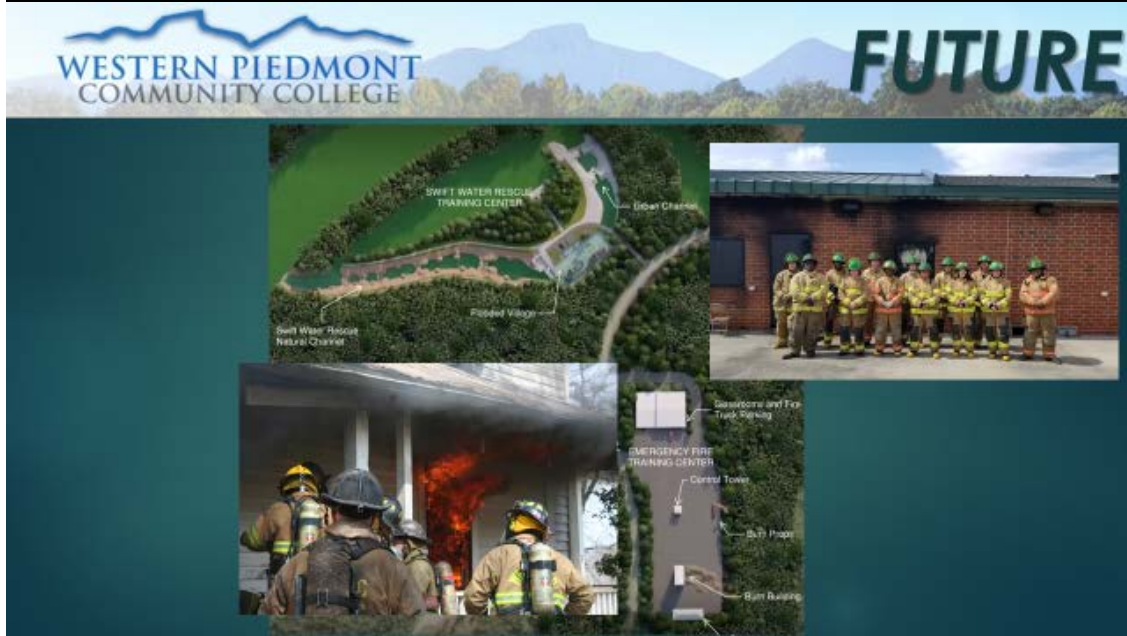


IMPACT

Burke County

AVERAGE EARNINGS BY EDUCATION LEVEL





Dr. Welch's concern is the disconnected youth between the ages of 16-24 that are not working or going to school. Dr. Welch feels that the strategic plan WPCC has in place will help these individuals and make a difference in our community. Dr. Welch shared that over half of the students qualify for Pell eligibility. Dr. Welch shared that WPCC has partnered with Burke United Christian Ministries to provide a food pantry for students in need. Dr. Welch feels that if they are not nourished, they will not study as well. Dr. Welch believes that if they can meet people where they are, they can give them their best opportunity for success. Dr. Welch highlighted the new Construction Trades Center coming in fall 2023. This facility is a regional trade construction center that will be built at the front of the campus that says "the trades" matter. Dr. Welch hopes that the new facility will be a recruitment tool to meet the regional need for building up trades in construction.

CENSUS 2020 VALDESE WARD REDISTRICTING MAP: Taylor Dellinger, WPCOG Data Analyst, completed the ward-redistricting map due to the 2020 census. Mr. Dellinger explained the project's timeline, the current ward map, the data analysis methodology, and the recommended changes to meet the State statutes. Mr. Dellinger shared that all wards will have population counts within five percent of the average ward size. Mr. Dellinger presented the following presentation:

Valdese Ward Redistricting Project, 2022

Taylor Dellinger

Valdese Town Council Meeting, October 3, 2022

What is Redistricting?

- Census happens every 10 years with the goal of counting every person/resident in the United States.
- Redistricting is a process to redraw electoral districts to balance the population in each district following the national Census.
- Many local district lines such as city councils & school boards are redrawn using decennial Census data.
- In Valdese, each of the 5 Wards have one person that lives in that ward elected to Town Council, eligible voters in Valdese vote for all council members (and the Mayor).

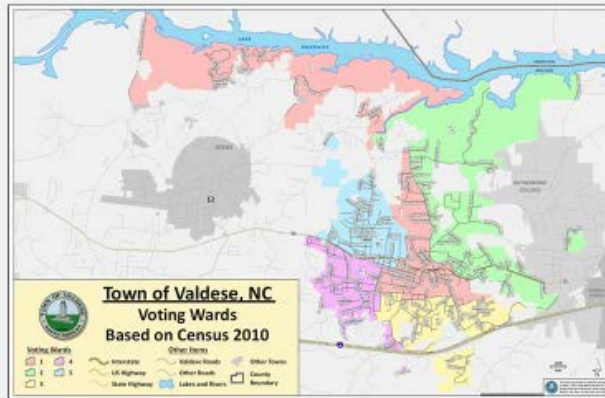
Project Timeline

- Late August 2022
 - Data acquisition for new Ward analysis
 - Draw new Ward district lines
 - Generate demographic data for the new Ward districts
- September 2022
 - Generate maps for the new Ward districts
 - Review maps and data
- October 2022
 - Present new Ward analysis results at Valdese Council Meeting
 - Print redistricting materials for Valdese and Burke County Board of Elections

Data Acquisition and Analysis

Data used for analysis:

- 2020 Census Block population information from the US Census Bureau
- 2020 Census Block boundaries
- Valdese current Ward boundaries



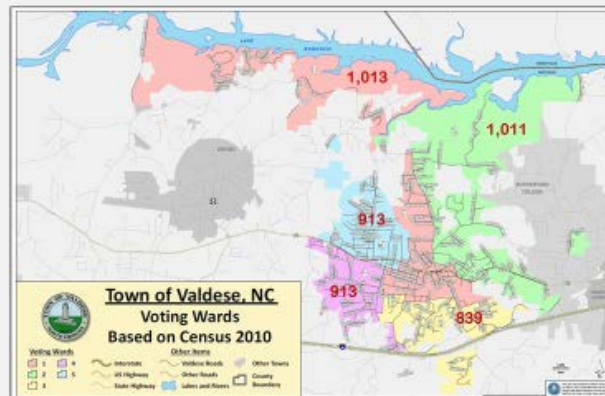
Data Acquisition and Analysis

- By State Statute, all newly drawn Wards in the Town of Valdese must be within 5% of the Town's 2020 Ward population average.
 - The average population size for a Valdese Ward based on 2020 Census results is 4,689 divided by 5 Wards equals 938 persons.
 - + or - 5% of the average ward population size is 891 and 985 persons.
 - -5% of average ward population calculation: $938 * .95 = 891$
 - +5% of average ward population calculation: $938 * 1.05 = 985$

The new Ward populations after redistricting have to represent between 891 and 985 persons.

Ward Population Before Redistricting

Wards	Ward Population (2020 Census)
Ward 1	1,013
Ward 2	1,011
Ward 3	839
Ward 4	913
Ward 5	913
Total	4,689



Data Analysis (Methodology)

- The population of Wards 1 (1,013) and 2 (1,011) exceed the maximum number of persons allowed in the Ward (985)
- The population of Ward 3 (839) is less than the minimum number of persons allowed in the Ward (891)
- Ward 2 must give population to Ward 1, since it only borders Ward 1
- Ward 1 must give population to Wards 3, 4 and 5
- Keep current Ward members in their Ward
- Try to keep changes to a minimum
- Try to keep Ward population as close to the 2020 Population Average (938 persons) as possible

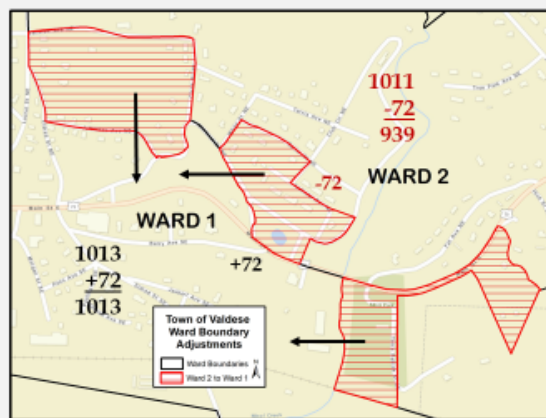
Recommendation Part 1

Action: Move 72 persons from Ward 2 to Ward 1 (Red area on map).

Result:

Ward 2 population decreases to 939
Ward 1 population increases to 1,085

New Ward 2 population of 939 is +1 from the average ward population of 938, which is a +0.1% difference from the average ward population.



Recommendation Part 2

Actions: Move 100 people from Ward 1 to Ward 3, Move 26 people from Ward 1 to Ward 4, and move 15 people from Ward 1 to Ward 5 (Red Areas on Map).

Results:

Ward 1 population decreases to 944

Ward 3 population increases to 939

Ward 4 population increases to 939

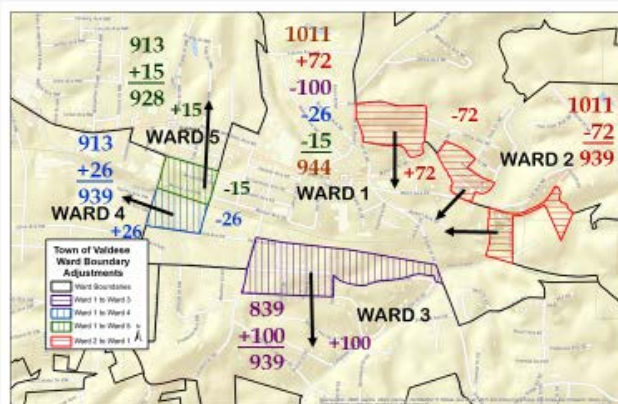
Ward 5 population increases to 928

New Ward 1 population of 944 is +6 from the average ward population of 938, which is a -0.8% difference from the average ward population.

New Ward 3 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

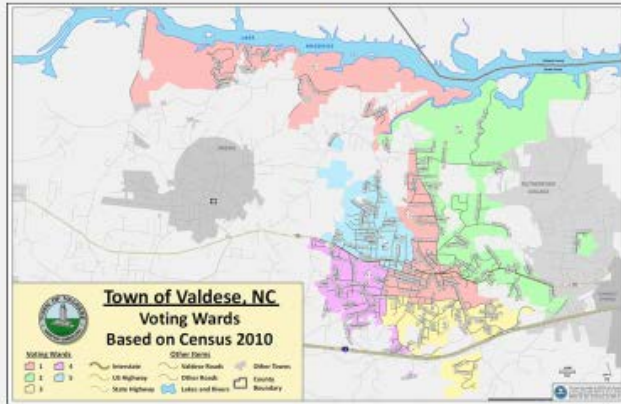
New Ward 4 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

New Ward 5 population of 928 is -11 from the average ward population of 938, which is a -1.1% difference from the average ward population.



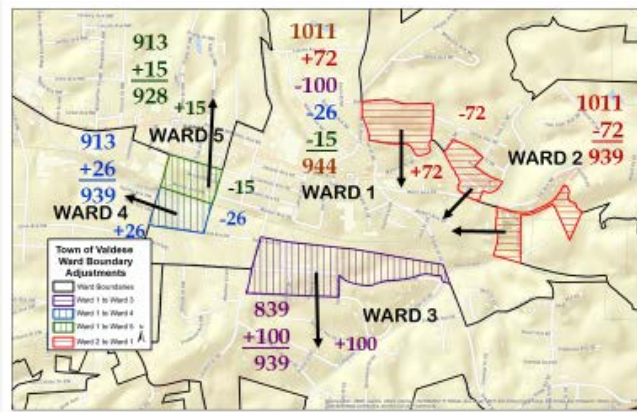
Analysis Results - Current Wards

- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



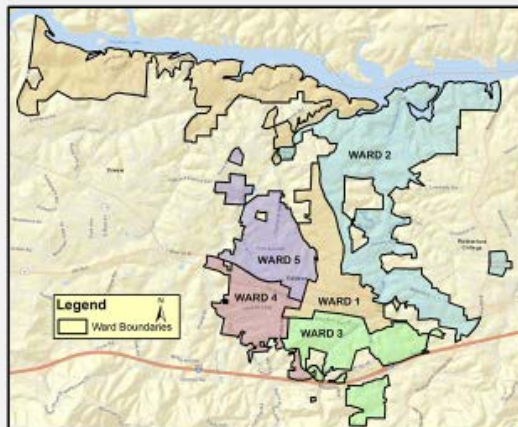
Analysis Results - Recommendations

- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



Analysis Results - New Wards

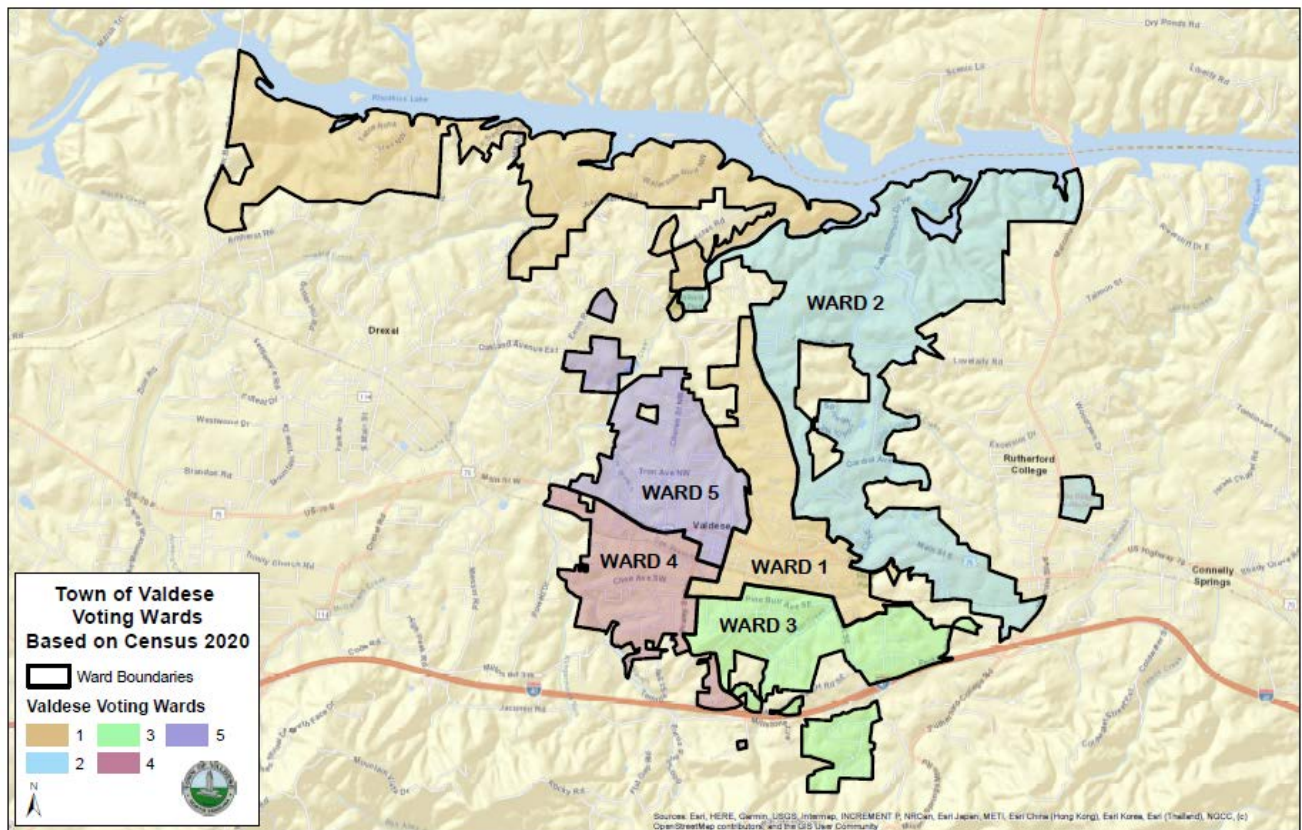
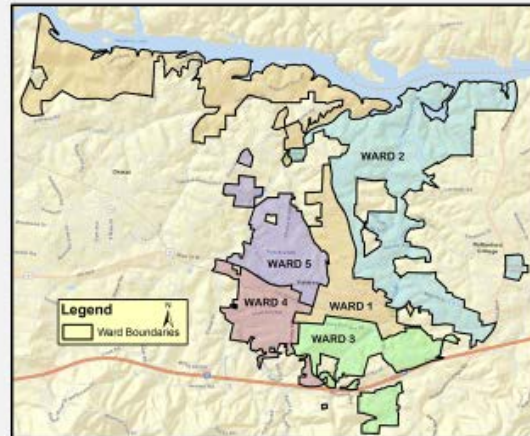
- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



Analysis Results – New Ward Populations

Wards	New Ward Population (Census 2020) After Redistricting	% Difference from Average Ward Population*
Ward 1	944	0.6%
Ward 2	939	0.1%
Ward 3	939	0.1%
Ward 4	939	0.1%
Ward 5	928	-1.1%
Total	4,689	(x)

*State Law requires that the population of each ward must be + or - 5% of the average ward size of 938.



Councilman Mears asked what the State statute says on when the new map has to be approved. Mr. Dellinger explained it would need to be before the next municipal election, so the people applying know what ward they reside in. Councilman Mears also asked if there was any notifications required by law to give the citizens that will be changing wards. Mr. Dellinger explained that everyone in the Town votes, but if a citizen wanted to run for office, the Board of Elections would confirm what ward that person lives in, and the Town will have an updated ward map. Mr. Dellinger confirmed that no notification had to go out to citizens. Councilman Mears asked Mr. Dellinger if there had been any input from staff or town management on the changes. Mr. Dellinger said no. Mayor Watts asked Council to keep in mind that filling the Ward 1 vacant seat would be difficult until the new map has been approved. Councilwoman Hildebran thanked Mr. Dellinger for all his work for Valdese over the years. Councilman Mears asked if we could delay voting on this tonight to give Council time to look over the map, understand it, and get any citizen input or concerns. All of the Council was good with waiting until the next Council meeting.

APPROVED RESOLUTION ADOPTING VAGRANCY ORDINANCE: Police Chief Jack Moss shared that the Town has seen several citizens falling on hard times over the last year. The Police Department has tried to provide them with resources to get help, which has been denied. Chief Moss shared that we also have homeless persons who are not citizens of Valdese. Chief Moss said that our main issues are loitering, panhandling, and camping on Town-owned property, businesses, and private property. Chief Moss shared that the Police Department has cleared out five camps sites. Chief Moss shared the following presentation:

VAGRANCY ORDINANCE 2022

1. The Town of Valdese is experiencing an increased presence of homeless persons.
2. Valdese Police Department has received several calls concerning campsites and subjects sleeping at or near town-owned properties.
3. The Valdese Police Department receives daily calls of subjects loitering and panhandling at our local businesses.
4. We have removed four campsites as of this date.
5. Our Officers offer homeless individuals information on area resources that they can take advantage of, but many refuse help.
6. Several communities in our area have passed vagrancy legislation.
7. The proposed vagrancy ordinance addresses loitering, camping, sleeping, and panhandling in our public spaces and businesses.

CAMP OR CAMPING

Is the use of town property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on town property for living accommodation purposes.



TEMPORARY SHELTER

Any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.



TENTS, TEMPORARY SHELTERS OR OTHER CAMPING GEAR

Is prohibited on town property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on town property unless expressly permitted to do so in writing by the town manager or his designee.



The violator may be charged with a misdemeanor punishable in accordance with the provisions of N.C.G.S. 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.

Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.

This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.



Chief Moss explained that having an Ordinance in place would allow the violator to be charged with a misdemeanor punishable under the provisions of N.C.G.S. 14-4, and a civil penalty. Councilwoman Lowman asked what would happen if they received a fine and they do not leave. Chief Moss said they would be arrested and placed in the Burke County jail, and then it would be up to the magistrate. Councilwoman Hildebran shared that she likes hearing that the Police Department has compassion for these individuals and has offered resources to help them.

RESOLUTION ADOPTING AN ORDINANCE PROHIBITING CAMPING AND UNAUTHORIZED USE OF TOWN PROPERTY AND FACILITIES AND REGULATING PUBLIC SOLICITATION AND BEGGING

WHEREAS, the Town of Valdese has significant governmental interest in protecting the health, safety and welfare of its employees, customers, and the general public and in preserving the public order; and

WHEREAS, the Town may, pursuant to G.S. 160A-174, adopt an ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of the public; and

WHEREAS, the Town has a significant governmental interest in maintaining the aesthetics, cleanliness and proper sanitation of Town-owned property; and

WHEREAS, the Town has a significant governmental interest in maintaining the safety of people who use Town-owned property and in reducing the risk of liability arising from the use by anyone of Town-owned property; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT:

SECTION 1: AMENDED PROVISIONS.

Section 8-12001 Camping and unauthorized use of town property.

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - a. *Camp* or *Camping* means the use of Town Property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on Town Property for living accommodation purposes.

- b. *Temporary Shelter* means any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.
- c. *Town Property* means any parcel of real property owned by the Town of Valdese, including property located within public right-of-ways and sidewalks.

2. *Prohibited Activity.*

- a. Unless otherwise expressly permitted in writing by the Town Manager or his/her designee, it is unlawful for any person to camp on any Town Property including property located within public rights-of-way and sidewalks.
- b. Tents, temporary shelters or other camping gear are prohibited on Town Property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on Town Property unless expressly permitted to do so in writing by the Town Manager or his designee.
- c. It is unlawful for any person to light or use a campfire or bonfire on Town property, unless specifically authorized by written permit to do so.
- d. It is unlawful to hang, fasten, or attach any rope, wire, chain, sign, banner, or electrical device or power cord to any Town Property, including buildings, bridges, overpasses, vehicles, construction equipment, memorials, utility poles or artwork unless express permission has been granted in writing by the Town Manager or his/her designee.

3. *Enforcement and penalties.*

- a. Camping on Town Property, including property located within public right-of-ways and sidewalks, is a public nuisance. Anyone camping, attempting to camp, or placing any tent or temporary shelter on Town Property in making preparations to sleep, or store personal belongings without written permission to do so, shall be directed by any duly sworn law enforcement officer or Town employee having authority to do so to cease such activity and to remove any camping gear or personal belongings from Town Property. Any duly sworn law enforcement officer or Town employee may summarily remove any tent, temporary shelter, bedding or personal belongings from Town Property.
- b. Lighting or using a campfire or bonfire on Town Property poses a potential danger to the public and unless permitted to do so, any person lighting or using a bonfire on Town Property shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement office or Town employee may summarily extinguish any burning material.
- c. Upon violation of any provision of this Ordinance, violators are subject to one or more of the following enforcement actions:
 - i. Duly sworn law enforcement officers with jurisdiction within the Town of Valdese shall have the duty and responsibility to enforce this Ordinance by charging the violator with a misdemeanor and shall also be empowered to issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated. Town employees and others designated in writing by the Town Manager shall have the authority to issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated.
 - ii. The violator may be charged with a misdemeanor punishable in accordance with the provisions of G.S. § 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.

- iii. Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.
- iv. This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

Section 8-12002 Public solicitation and begging regulated.

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - a. *Accosting* means approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.
 - b. *After dark* means from one half hour after sunset until one half hour before sunrise. The times of sunset and sunrise will be established by the times listed in The News Herald or another publication of similar distribution.
 - c. *Beg, solicit or panhandle* includes, without limitation, use of the spoken, written, or printed word, or other acts as are conducted in the furtherance of the purpose of immediately collecting contributions for the use of oneself or others. As used in this ordinance, the word "solicit," and its forms, includes begging and panhandling.
 - d. *Financial institution* means a bank, trust company, savings and loan association, credit union, check-cashing business or other entity principally engaged in the business of lending money or receiving or soliciting money on deposit.
 - e. *Forcing oneself upon the company of another* means:
 - i. Continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;
 - ii. Blocking the passage of the person solicited; or
 - iii. Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.
2. *Prohibited acts.* It shall be unlawful for any person to beg, solicit or panhandle on a public sidewalk, public right of way or within a public park owned by the city:
 - a. By accosting another, or by forcing oneself upon the company of another;
 - b. Within 20 feet of the entrance to any financial institution or any automated teller machine, regardless of whether or not such automated teller machine is located at or near a financial institution;
 - c. Within 20 feet of any outdoor dining area or outdoor merchandise area, provided such areas are in active use at the time;
 - d. Within 20 feet of any transit stop or taxi stand;
 - e. While the person being solicited is standing in line waiting to be admitted to a commercial establishment;
 - f. By touching the person being solicited without that person's consent; or
 - g. After dark by means of verbal communication.
3. *Public transportation vehicle.* It shall be unlawful for any person to beg, solicit or panhandle on a public transportation vehicle.

4. *Penalty.* Any person who violates any of the provisions of this section shall be guilty of a misdemeanor as provided in G.S. § 14-4 and, upon conviction, shall be subject to a maximum fine of \$500.00, or imprisonment, or both.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the 3rd day of October, 2022.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

Councilwoman Lowman made a motion to adopt the vagrancy ordinance as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

WAYNE OWENS GYM RENOVATION PROJECT: Parks and Recreation Director David Andersen explained that truss reinforcements are needed to support the basketball goals and the dividing curtain that was approved in May 2022. Mr. Andersen shared that Taylor and Viola Structural engineers completed the structure drawing that would consist of placing 1" steel rods along the top cord of the trusses. After receiving some quotes, the company that was recommended is Richard's Welding and Repairs from Caldwell County, which would complete the repairs in the amount of \$17,781.00. This was the lowest bid received.

**WAYNE OWENS GYMNASIUM RENOVATIONS
TRUSS REINFORCEMENT**

- Taylor and Viola Structural Engineers:
 - Existing ceiling trusses can't support additional weight
 - Completed plan to strengthen supports using 1" steel rods
- Richard's Welding and Repair: \$17,781.00

Councilwoman Hildebran asked why we are just now finding out that we need additional support. Mr. Andersen shared that there had been no past structural report completed, and we had to wait on the basketball goal/scoreboard manufacturers to give us their specifications on how much everything weighed.

Mr. Andersen turned it over to Assistant Town Manager/CFO Bo Weichel for the Capital Project Ordinance Amendment.

CAPITAL PROJECT ORDINANCE AMENDMENT: Assistant Town Manager/CFO Bo Weichel presented the Capital Project Ordinance Amendment to transfer funds from the general fund balance for the additional cost of the truss reinforcement.

Valdese Town Council Meeting

Monday, October 3, 2022

Capital Project Ordinance Amendment # 2-37

Subject: Community Center Gymnasium Renovation

Description: This amends the project ordinance from November 2021 to allow for the additional cost of truss reinforcement per structural engineers Taylor and Viola to accommodate the additional load of basketball goals.

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
37.3970.004	Transfer from General Fund Balance		17,781
Total		\$0	\$17,781

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
37.6200.150	Renovations	17,781	
Total		\$17,781	\$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 Lowman made a motion to approve the aforementioned capital project ordinance amendment, seconded by Councilman Mears. The vote was unanimous.

VALDESE COMMUNITY CENTER RENOVATIONS: Parks and Recreation Director David Andersen presented a contract from Moss-Marlow Construction of Hickory for the Valdese Community Center renovations in the main and lower level areas. Mr. Andersen shared that he went through a formal bid process in accordance with the N.C.G.S. 143-129, and three companies submitted a bid. The lowest bidder was Moss-Marlowe Construction in the amount of \$587,921. Councilwoman Hildebran asked what we budgeted for this project. Town Manager Seth Eckard stated that we estimated it would be \$600,000. Councilman Mears asked how citizens would access the pool. Mr. Andersen shared that there is access to the pool that would not require entering the building and there would be a temporary check-in and restrooms. Mr. Andersen said that there would be information sent out well ahead of time if the amenities would not be available for patrons, and their membership would be credited. Mr. Eckard noted that in the Capital Project Ordinance, there is a \$29,396 contingency.

VALDESE COMMUNITY CENTER RENOVATIONS

- Formal bid process in accordance with North Carolina General Statute 143-129
- Low Bid: Moss-Marlow Construction of Hickory: \$587,921

SCOPE OF WORK

Main Level

- Lobby
- Stairwell to Upper Floor
- Stairwell to Lower Floor
- Men's Restroom
- Women's Restroom

Lower Level

- Women's Locker, Toilet, and Shower Area
- Men's Locker, Toilet, and Shower Area
- Lower Lobby and Corridor to Bowling Alley
- Pool Office and Entry

VALDESE COMMUNITY CENTER RENOVATIONS





TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

SUBMIT SEALED BIDS TO: Bo Weichel, CFO PO Box 339 Valdeese NC 28690 bweichel@valdesenc.gov 828.879.2123		DIRECT INQUIRIES TO: David Andersen, Parks and Recreation Director dandersen@valdesenc.gov 828.874.6733	
Date bid advertised: July 22, 2022	No Bids Received After Public Bid Opening: 11:00 am	September 16, 2022 Valdeese Town Hall Community Room 102 Massel Ave SW Valdeese, NC 28690	

Project Summary

Complete scope of work can be found on page 19 of this document.
 Contractors are encouraged to attend scheduled pre-bid / walkthrough to see the facility and more details.

In general, work consists of renovations to the main level lobby area to include new flooring; repair and painting walls, ceiling, and stairwell; restrooms; minor electrical; bottle fill station.
 The lower level renovations include demolition of shower areas with new showers and air circulation; toilet areas; new flooring in toilet area and corridor; repair and paint walls and ceilings; minor electrical; plumbing.

Pre-Bid Meeting & Walkthrough

Date : Wednesday, August 10th, 2022
 Time: 11:30 AM
 Location: Valdeese Parks and Recreation
 Community Center Facility
 312 Massel Ave SE
 Valdeese, NC 28690



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

<u>Vendor Name:</u> Moss-Marlow Building Co., Inc.		<u>Point of Contact:</u> Todd Temple	
<u>Mailing Address:</u> PO Box 2423			
<u>Town:</u> Hickory	<u>State:</u> NC	<u>Zip:</u> 28603	
<u>Area Code and Phone Number:</u> 828-328-2333		<u>Email Address:</u> ttemple@mossmarlow.com	
<u>Federal Employer Identification Number or Social Security Number:</u> 56-2072352			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF North Carolina COUNTY OF Catawba, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and Town officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - a. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - b. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - c. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the Town of Valdeese any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the Town of Valdeese, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

FIRM: Moss-Marlow Building Co., Inc.
 ADDRESS: Hickory, NC 28602
 (Town, State, Zip)
 PHONE: 828-328-2333

Tracey Setzer
 SIGNATURE OF AUTHORIZED AGENT
 Tracey Setzer, VP of Commercial Operations
 PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 11th day of Sept, 2022
Lisa S. Depauw
 Notary Public
 My Commission Expires: 8/4/2024





TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

IMPORTANT INFORMATION AND INSTRUCTIONS

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
 - a. Invitation and Bidder Information
 - b. Important Information and Instructions
 - c. General Conditions
 - d. Special Conditions
 - e. Affidavit of Prime Contractor
 - f. Release and Waiver of Claims
 - g. Asbestos Free Warranty
 - h. Specifications/Description of Work to be Performed
 - i. Bid Form, Bonding, & General Contract
 - j. E-Verify Compliance Form

1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.

2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**
 - a. The name of the General Contractor
 - b. The Project Title and Project Number
 - c. Date and Location of bid opening

3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

4. **LIQUIDATED DAMAGES:** As discussed in further detail under General Conditions Item 40, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the Town for liquidated damages.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

GENERAL CONDITIONS FOR BIDDING REQUIREMENT CONTRACTS
WITH THE TOWN OF VALDESE

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.** The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files (if available) which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the Town of Valdese and may be examined during normal business hours, or may be found on the Town's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the Town and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the Town may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations **22-100**

2. Award based upon a geographical district basis with one or more vendors.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the Town and appropriate documents executed. The Town of Valdese reserves the right to add or delete any item from this contract when deemed to be in the best interests of the Town.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the Town of Valdese and is fully executed by both parties.
9. **WAIVER:** The Town of Valdese reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the Town.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Town shall make the final determination. Failure to notify the Town in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the Town.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the Town. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the Town. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the Town of Valdeese Purchasing Bidder/Vendor mailing list, and the Town may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The Town accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the Town, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the Town to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the Town shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the Town may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The Town may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

23. **LIABILITY:** The Bidder/Vendor shall hold and save the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the Town of Valdese, and shall not at any time be or represent itself as an agent or employee of the Town of Valdese.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Valdese, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (65) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the Town of Valdese, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the Town of Valdese Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the Town at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The Town does not promise to purchase the quantity shown. The Town reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Town and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of Town of Valdese's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the Town of Valdese or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Town of Valdese. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the Town of Valdese for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The Town reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the Town shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the Town under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the Town.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the Town. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the Town showing the Town as an additional insured thereunder without cost to the Town of Valdese prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *Town of Valdese, PO Box 339, Valdese NC 28690.*



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations **22-100**

- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the Town Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the Town against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the Town.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the Town Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the Town the sum of \$250.00 per day, not as a penalty, but as compensation to the Town for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the Town of Valdese. This amount will be retained by the Town as



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the Town, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the Town of Valdese. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affection, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affection, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the Town. The Bidder/Vendor may be declared by the Town ineligible for further contracts with the Town until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half time his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

- clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE TOWN:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the Town, in whole or in part, whenever it is determined to be in the best interest of the Town.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

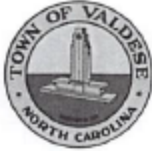
- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the Town. Any such requirement specifically set forth in any contract document between the bidder and the Town shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Town. All construction and materials shall conform to the Town of Valdese's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the Town the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the Town. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Town. These repairs or replacements or adjustments shall be made only at such time as will be designated by the Town as least detrimental to the operation of the Town. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the Town of Valdese.

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TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

AFFIDAVIT OF PRIME CONTRACTOR
(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

We, Moss-Marlow Building Co., Inc., certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 16th day of Sept, 2022

Tracey Setzer
Signature

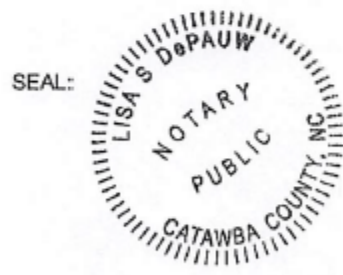
Tracey Setzer
Printed Name

Vice President of Commercial Operations
Title

9/16/2022
Date

Lisa S DePaauw
Notary Public

9/16/2022
Date





TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations **22-100**

RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY
PRIME CONTRACTOR

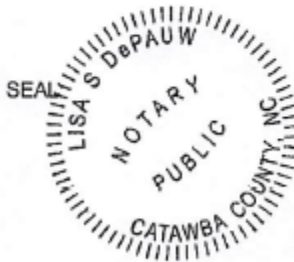
On September 16, 20 22 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of North Carolina (State) by the name of Tracey Setzer (Name), who is the Vice President of Commercial Operations (Title), for Moss-Marlow Building Co., Inc. (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the Town of Valdese from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 16th day of Sept, 20 22.

Tracey Setzer
Signature
Tracey Setzer
Printed Name
Vice President of Commercial Operations
Title
9/16/2022
Date

Lisa S DePAUW
Notary Public
9/16/2022
Date





TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this 16th day of September, 2022.

Tracey Setzer
Signature

Tracey Setzer
Printed Name

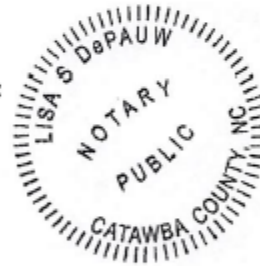
Vice President of Commercial Operations
Title

9/16/2022
Date

Lisa S DePauw
Notary Public

9/16/2022
Date

SEAL:





TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the Town and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within **(180)** days of Notice to Proceed and to complete this project as specified.

SCOPE

Main Level - Lobby Area and Stairs

Section I : Lobby

1. Scrape, re-texture, and repaint 10' gypsum ceilings with orange peel texture
2. Remove and reinstall light fixtures to accommodate refinished ceiling
3. Patch existing plaster walls as required
4. Paint walls, wood base, ceilings, steel window frames, steel door frames at restrooms and gym entrance
5. Remove and replace flooring with luxury vinyl tile (LVT)
6. Remove existing ceiling hung electric unit heater, disconnect, and conduit
7. Install 16'x14" deep solid surface countertop with a 4" backsplash at 42" above floor level on South exterior wall
8. Install three (3) new electrical receptacles surface mounted in wire mould above the new countertop fed from existing receptacles located in the activity room above
9. Remove existing EWC, install new bottle filler union, rework electrical, patch plaster as required

Section II : Stairwell to Upper Floor (4x27")

1. Remove and replace twenty (20) 42" wide rubber stair treads
2. Paint walls, steel pickets, stringer, stair risers
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section III : Stairwell to Lower Floor (4'x20' upper flight and landing; 6'x20' lower flight and landing)

1. Remove and replace nineteen (19) 48" wide rubber stair treads
2. Paint existing brick walls, textured drywall ceilings, steel hand rails, stair treads
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section IV : Men's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

Section V : Women's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing

Lower Level

Section VI : Women's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting exposed ceiling structure (9'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Relocate baby changing station from toilet area to locker area
8. Remove current water fountain and add fountain with bottle filler

Section VII : Women's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting exposed ceiling structure (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install three (3) new flush valve toilets
10. Install one (1) new "Suitmate" swim suit water extractor in place of an existing lavatory
11. Install one (1) new circuit for the new swim suit water extractor
12. Replace toilet partitions and toilet accessories

Section VIII : Women's Shower Area

1. Remove shower partitions
2. Remove ceramic floor tile and setting bed
3. Remove Wall tile
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (8'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the five (5) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Install a dehumidifier/air vent system to minimize moisture



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

Section IX : Men's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting existing texture finish on ceilings (10'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Install one (1) new "Suitmate" swim suit water extractor tied into existing sink plumbing
8. Relocate baby changing station from toilet area to locker area
9. Remove current water fountain and add fountain with bottle filler

Section X : Men's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting existing texture finish ceiling (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install two (2) new flush valve toilets
12. Install two (2) new urinals
13. Replace toilet partitions and toilet accessories
14. Install new ventilation fan utilizing existing ductwork.

Section XI : Men's Shower Area

1. Remove stainless steel wall panels
2. Remove ceramic floor tile and setting bed
3. Remove wall framing
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (9'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the six (6) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Allow for reworking, replace two (2) existing floor drains located in the NW and SW corners
11. Install air ventilation system fitted to existing shower window

Section XII : Lower Lobby and Corridor

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. Paint existing texture finish ceilings (10'-0")
5. Paint all ductwork and piping
6. Include Ecore Hydrogrip floor into the Guard room. Entry door will need to be adjusted to accommodate the extra flooring height
7. Add one (1) new electrical receptacle in Guard room.



TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

Section XIII : Pool Office and Entry

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. 2x2 ACT ceiling (9'-0")
5. Remove existing light fixtures and install nine (9) new lay-in fixtures
6. Remove and replace lockers in pool office
7. Remove the public side upper countertop and replace with a solid surface material (appx. 12" deep x 25 LF in length)
8. Resurface the public side vertical surface with a new plastic laminate (appx. 42" tall x 25' long)
9. Resurface the employee side lower countertop (24" deep x 25' long) and up the vertical riser back (12" tall x 25' long)
10. Install conduit to hide existing cables/wires. Paint same color as walls and/or ceiling.

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**TOWN of VALDESE
Invitation to Bid and Contract**

Bid Number:

Valdese Community Center Renovations

22-100

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The bidder agrees that if this bid is accepted, to contract with the Town of Valdese in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the Town, at the prices and amounts shown.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the Town of Valdese forces working on this project to the fullest extent possible.

The Town of Valdese reserves the right to deduct items above as deemed in the best interest of the Town. The Bidder further proposed and agrees hereby to commence work under his contract on a date to be specified in a written order of the Designer.

BONDING

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the Town. Bids submitted without the required Bid Bond will not be considered. The Town may annul the award of contract and bid deposits or bonds shall be retained by the Town if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations **22-100**

The Town reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the Town.

Do not include Federal tax or NC State and local sales or use taxes in your bid. The Town of Valdeese is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The below bid amount includes all specifications and addendums.

Acknowledge Addendum # <u>1</u>	Date <u>Rec. 8/11/2022</u>
Acknowledge Addendum # <u>2</u>	Date <u>Rec. 9/2/2022</u>
Acknowledge Addendum # <u>3</u>	Date <u>Rec. 9/9/2022</u>
Acknowledge Addendum # <u>4</u>	Date <u>Rec. 9/13/2022</u>

LUMP SUM PRICE to provide a turn-key project.

\$ 587,921 .00 (numeric)

\$ Five Hundred Eighty Seven thousand Nine hundred (written)
twenty one

If a separate spreadsheet or other list showing unit price was used, please attach as an independent document.

Bid shall not be qualified with any statements on the bid forms or by separate attachment.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

Acceptance and entry into this Agreement by and on behalf of the Town of Valdese is made this

_____ day of _____, 20____.

TOWN OF VALDESE,
A North Carolina Municipal Corporation

(SEAL)

Seth Eckard, Town Manager

Attest:

Jessica Lail, Town Clerk

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

Bo Weichel, CFO

**NORTH CAROLINA
PROPOSAL BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, That we, **Moss-Marlow Building Co., Inc.**

as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation of the State of Connecticut, as Surety, which is duly licensed to act as Surety in North Carolina, are held and firmly bound unto **Town of Valdese**

as Obligee, in the sum of **Five Percent of Bid** Dollars (\$ **5%**),

lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this **16th** day of **September, 2022.**

WHEREAS, the said Principal is herewith submitting proposal for **Valdese Community Center Renovations**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

Moss-Marlow Building Co. Inc.

By: Tracey Setzer

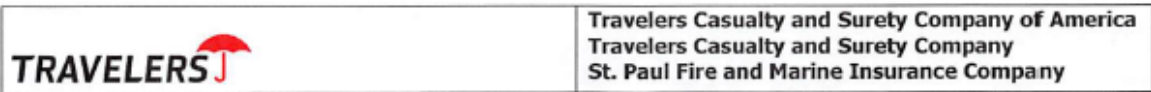
TRACEY SETZER

(Name & Title) V.P. Commercial Operations Seal

Carl P. Top
Witness Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: David W. Neal
David W. Neal / (Attorney-in-Fact)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David W. Neal of HICKORY North Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



[Signature] Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

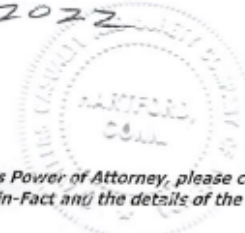
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of September, 2022



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Councilwoman Hildebran made a motion to approve to award the contract to Moss-Marlow Construction in the amount of \$587,921, seconded by Councilwoman Lowman. The vote was unanimous.

CAPITAL PROJECT ORDINANCE: Assistant Town Manager/CFO Bo Weichel presented the Capital Project Ordinance for the Valdese Community Center Renovations. Mr. Weichel explained that a \$29,396

contingency amount is included for anything that comes up that would need to be addressed during the renovations. Mr. Weichel shared that five percent is the standard used for contingency.

TOWN OF VALDESE
COMMUNITY CENTER RENOVATIONS
CAPITAL PROJECT ORDINANCE

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

Section 1. The project authorized is the Community Center Renovations. Project proposes repairs and upgrades to select areas on the main and lower levels including but not limited to restrooms, showers, and lobby areas. The project is to be financed by Town funds.

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

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Town Funds	\$ 617,317	39.3970.000

	\$ 617,317	
	=====	

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Renovations	\$ 587,921	39.6200.150
Contingency	29,396	39.6200.900

	\$ 617,317	
	=====	

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

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

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

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

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

Adopted this 3rd day of October 2022.

Charles Watts, Mayor

Jessica Lail, Town Clerk

Councilman Mears made a motion to approve the aforementioned capital project ordinance, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVED OFFER TO PURCHASE TOWN OWNED PROPERTY – PINEBURR MILL: Assistant Town Manager/CFO Bo Weichel shared that the Town received an offer to purchase the Pineburr Mill property and the parking lot across the street, which is a little over four acres of property. Councilwoman Lowman asked if the parking lot would not need to be used for the proposed Public Safety Building. Mr. Weichel said it was not in any of the Public Safety plans.

RESOLUTION AUTHORIZING UPSET BID PROCESS

(Sale of 3.426 Acres at 408 Pineburr Ave SE, Valdese, NC)

And

(Sale of 0.40 Acres at 409 Pineburr Ave SE, Valdese, NC)

WHEREAS, the Town of Valdese owns certain property located at 408 and 409 Pineburr Avenue SE, Valdese, NC, which is described as follows:

408 Pineburr Avenue, SE, Valdese, NC

DEED REF: Book 2540, Page 374, Burke County Public Registry

REID NO.: 33227

PIN NO.: 2743038327

409 Pineburr Avenue, SE, Valdese, NC

(Parking Lot)

DEED REF: Book 2540, Page 371, Burke County Public Registry

REID NO.: 30873

PIN NO.: 2743037173

WHEREAS, North Carolina General Statute §160A-269 permits the town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, the town has received an offer to purchase the property described above, in the amount of \$30,000.00, submitted by WC Erwin or assigns; and

WHEREAS, WC Erwin or assigns has paid the required five percent (5%) deposit of his offer.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

October 3, 2022, MB#32

2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the town clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the town council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:
 - (a) the town council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
 - (b) the buyer must pay the purchase price in certified funds at the time of closing;
 - (c) the property shall be sold "as is" and subject to all existing easements;
 - (d) the town will reserve easements for all town utility lines located on or under the property; and
 - (e) the property shall be conveyed by special warranty deed.
8. The town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED OCTOBER 3rd, 2022.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

Mr. Weichel shared that one modification had been made to the plat that angles the lot lines, allowing fire trucks to access the Public Safety building off Ribet Ave. Mr. Weichel explained that the Burke County GIS website does not show that currently, but it will be updated. Mr. Weichel shared that the person that made the offer is aware of this. Councilwoman Hildebran shared that WC Erwin made the offer, and they have proposed to develop the property for residential use. Town Manager Seth Eckard reminded Council that the original Public Safety building project proposal included demolishing the Mill at the cost of \$450,000. Mr. Eckard shared that by depositing this property through the upset bid process, we would save the cost of demolition and get money for the purchase. In return, hopefully, the property will be turned into much-needed market-rate housing. Mr. Weichel shared that this Resolution will allow staff to start the upset bid process and explained the process. Councilwoman Hildebran asked if this would involve any rezoning or if we needed to notify any property owners. Mr. Eckard said no.

Budget Amendment #

4

Subject: Water Plant emergency electrical repairs

Description: On September 11th there was an underground failure from the switch gear to the raw water pumping station powering three of four raw water pumps.
This amendment pays for the material and labor of repairs, generator rental, and fuel to power the generator.

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserves		218,548
30.3990.000	Utility Fund Balance Appropriated		6,452
Total		\$0	\$225,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.160	Maint & Repair Equipment	225,000	
Total		\$225,000	\$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 Budget Amendment, seconded by Councilwoman Lowman. The vote was unanimous.

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

Bluegrass at the Rock: Illrd Tyme Out, October 8, 2022, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.

Coffee with the Chief, Thursday, October 13, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room

Old Colony Players Presents: SWEENEY TODD, October 14-15, 20–22, 27-29, 2022, 7:30 p.m. at the Fred B. Cranford Amphitheatre.

Treats in the Streets, Monday, October 31, 2022, 4:00-6:00 p.m.

Bluegrass at the Rock: Appalachian Road Show, November 5, 2022, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.

MAYOR AND COUNCIL COMMENTS: Councilman Mears asked the Town Manager to explain what was happening on Main Street with the replacement of the handicap ramps. Mr. Eckard explained that this is not anything that the Town has control over or paying for. Mr. Eckard shared that it is a repeated NCDOT project where they are trying to make the access to the sidewalks handicap assessable.

Councilwoman Lowman asked for an update on the pool heater. Parks and Recreation Director David Andersen said that the units are onsite, but he is dealing with the fallout of a miscommunication between

October 3, 2022, MB#32

the contractors putting in the unit and the one providing the gas and electrical. Mr. Andersen apologized for the delay and assured Council that he was working diligently to get the pool heated.

Mayor Watts reminded everyone that October is Cancer Awareness month and to remember those affected. Mayor Watts completed staff service awards recognition for October and said out of four employees combined, there was 72 years of service.

ADJOURNMENT: At 8:08 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, November 7, 2022.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL CALLED MEETING
TUESDAY, NOVEMBER 1, 2022, 6:00 P.M.**

The Town of Valdese Town Council met on Tuesday, November 1, 2022, at 6:00 p.m., to participate in a goal setting and strategic planning session. Members of Council met at the Western Piedmont Council of Governments facility, 1880 2nd Avenue NW, Hickory, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Tim Skidmore, and Councilman Paul Mears. Also present were Town Manager Seth Eckard, Assistant Town Manager/CFO Bo Weichel, Town Clerk Jessica Lail, and WPCOG Executive Director Anthony W. Starr.

Absent: Ward 1 Vacant Seat

A quorum was present.

At 6:00 p.m., Council dinner.

At 6:30 p.m., Mayor Watts called the meeting to order. Mayor Watts shared that the Action Plan is used to establish the Town's priorities as it undertakes new initiatives or amends existing programs. The strategic plan identifies key initiatives with corresponding goals to direct the Town's actions to help achieve its mission. Mayor Watts suggested reviewing the Action Plan at every Council budget retreat.

Executive Director Anthony Starr welcomed Councilmembers and went over the agenda and ground rules for the session.

STRATEGIC PLANNING DISCUSSION Town Manager Seth Eckard provided a brief five-year review presentation, identifying the Town's focus and accomplishments.

Executive Director Anthony Starr guided Council through an activity to identify and vote on various areas relevant to the Town of Valdese. The following answers received the highest number of votes for each category:

What do you believe are the Town's top accomplishments in last 2-3 years?

- Water/Sewer upgrades - 4
- Housing growth - 4
- Upgrade/upkeep of our Town facilities - 3
- Attracting investment to Valdese - 2
- Building Lakeside Park without using taxpayer dollars - 1
- Increase in funding - 1

Council reviewed and made recommendations for revisions to the draft mission statement for the Town.

What challenges, obstacles, and concerns do you have for the Town?

- Street paving - 5
- Incorrect information about the Town circulating in the community/how to deal with it - 4
- Recruitment/retention of qualified employees – 4
- Keeping downtown viable - 3
- Bringing more young people into the community - 3
- Businesses leaving the Town - 1
- Not enough industrial development - 1
- Next recession and the impacts on the Town - 1
- Unused capacity at facilities like Water Treatment Plant - 1
- Need to look at types of industry to attract - 1

What opportunities, projects, and priorities can you identify for the town?

- Rebrand community – logos/signage/entrance signs - 5
- Maintaining our CIP for Water/Wastewater to replace lines for clean water - 4
- Street paving - 4
- Complete Public Safety Building – 3
- Downtown investment (streetscape & beautification) - 2
- Tiger Gym refurbished - 1

November 1, 2022, Special Meeting, MB#32

- Complete/assist housing developers - 1
- Attract/retain young citizens - 1
- Build community with citizens - 1
- Improve communication of positive information going on in Town - 1
- Wilderness Gateway Trail - 1
- Promote our good schools - 1

This information will be used to create an action plan for the town.

Members of the Council identified one takeaway from the Strategic Planning Session.

At 8:18 p.m., Councilwoman Lowman made a motion to adjourn the meeting, seconded by Mayor Pro Tem Hildebran. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, November 7, 2022.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
NOVEMBER 7, 2022**

The Town of Valdese Town Council met on Monday, November 7, 2022, 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, and Councilman Paul Mears. Also present were: Fill-in Town Attorney Terry Taylor, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Ward 1 Vacant Seat

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT:

PROCLAMATION FOR BURKE COUNTY, NC NONPROFIT DAY (AKA 1BURKEGIVES): Alan Wood, Burke Development, Inc., President & CEO/Burke County United Representative, and Mayor Watts presented the following Proclamation:

**Proclamation
Burke County, NC Nonprofit Day
(aka 1BurkeGives)**

Whereas, charitable nonprofit organizations throughout Burke County save taxpayers thousands of dollars through their services and contribute significantly to the high quality of life for all citizens; and

Whereas, these organizations are committed to serving the educational, cultural, civic, health, religious, human and animal services, recreational, philanthropic, environmental, and other diverse needs of Burke County; and

Whereas, the staff and volunteers of all Burke County nonprofit organizations are dedicated to upholding the highest standards of community service, donating their time and effort to making a difference in the lives of others; and

Whereas, Tuesday, November 29, 2022 observance of "Burke County, NC Nonprofit Day" (aka 1BurkeGives) provides a unique opportunity for the citizens of Burke County to join together in appreciation and support of the many contributions made by nonprofit organizations to our continued wellbeing while boosting awareness for continued growth.

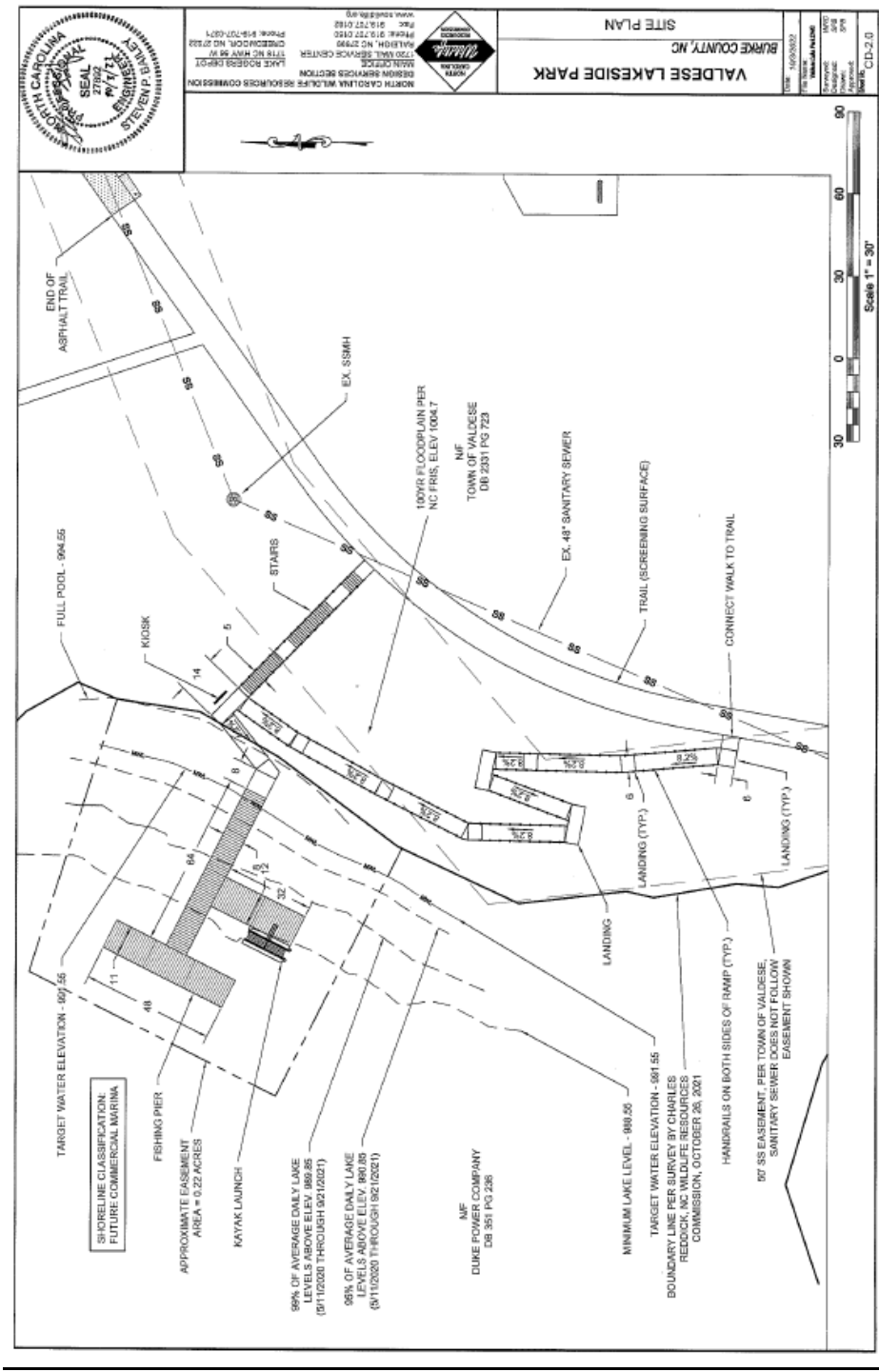
Now, therefore, I, Charles Watts, Mayor, of the Town of Valdese, do hereby proclaim Tuesday, November 29, 2022, as Burke County, NC Nonprofit Day (aka 1BurkeGives) and encourage all citizens to recognize the positive impact nonprofit organizations have on the quality of life of the citizens of Burke County. Burke County.

/s/ Charles Watts, Mayor

Councilman Mears asked what Burke County United Way supports. Mr. Wood shared that in 2021, Burke County United Way created a strategic plan that focuses on helping those in need become more self-sufficient, helping with housing stability, and youth success.

MISS NC USA(MISS VALDESE) – VICTORIA SMITH, 108 ERVIN AVE., VALDESE: Miss Smith welcomed members of the Council and shared how much she loves Valdese. Miss Smith said she grew up in Valdese, went to school in Valdese, and is still a citizen of Valdese. Miss Smith shared that she will be in the Miss NC USA pageant in February 2023 and wanted the Council to know that she will be representing Valdese as Miss Valdese.

CONSENT AGENDA: (enacted by one motion)



**MEMORANDUM OF COOPERATIVE AGREEMENT
BETWEEN
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND
TOWN OF VALDESE, NORTH CAROLINA**

THIS Agreement, made and entered into this _____ day of _____, by and between the **North Carolina Wildlife Resources Commission** (hereinafter called the **"Commission"**) and **Town of Valdeese, North Carolina** (hereinafter called the **"Town"**);

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public access for the benefit of the boaters and anglers of North Carolina;

Whereas, it is desirable for the public to have access to Lake Rhodhiss at the Valdese Lakeside Park, 1149 Lake Rhodhiss Drive NE, Valdese, NC (hereinafter called the "**Valdese Lakeside Park PFA**"), owned and controlled by the **Town**, and to be constructed and improved pursuant to this Agreement;

Whereas, it is desirable for the **Town** to maintain, improve, and increase recreational opportunities for the public by cooperating with the **Commission** to improve public fishing access at the Valdese Lakeside Park PFA;

Now, therefore, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

A. The COMMISSION agrees to:

1. Design, construct and install the following at the Valdese Lakeside Park PFA facility: a new floating fishing pier with kayak/canoe launch, accessible route to the pier from the Town's trail system, and a kiosk (hereinafter referred to as "**improvements**");
2. Serve as the manager of the improvements and apply for and comply with all permits necessary for construction of the improvements;
3. Provide construction drawings of the floating fishing pier with kayak/canoe launch and accessible route to the pier from the Town's trail system for review, revision, and approval of the **Town** prior to construction;
4. Provide construction materials (e.g., stone, hardware, gravel, concrete, lumber, etc.) for the improvements;
5. Provide personnel and equipment necessary for demolition, excavation, construction of the improvements;
6. Assure all labor, services and materials provided, by the Commission, under this Agreement shall comply with all applicable federal, state and local statutes, regulations, rules, codes, and ordinances, including without limitation, those relating to safety, hazardous waste, discrimination, fair employment, equal opportunity and workers' compensation. The Commission will resolve any violations of this paragraph at its sole expense;
7. Maintain the construction site of the improvements the Commission is constructing in a safe and orderly condition;
8. Provide funds for materials and services, that exceed to the \$30,000 to be paid by the **Town**, to complete the improvements;
9. Be responsible for future necessary repairs to the fishing pier at the Valdese Lakeside Park PFA site that require design consultation, or require 5 tons or more of rip rap;
10. Assist with public awareness of the site by including the location of the site on the **Commission** webpage, as well as providing and installing a kiosk and signage identifying the Valdese Lakeside Park PFA;
11. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement, including those of federal, federal uniform guidance, state, and local agencies having jurisdiction and/or authority.

B. The TOWN agrees to:

November 7, 2022, MB#32

1. Permit **Commission** personnel engaged in planning, construction, or post-construction of the improvements access to the Valdese Lakeside Park PFA site;
2. Provide the parcel of land necessary to complete the improvements. The **Town** will retain title in fee to the parcel and all improvements constructed thereon;
3. Reimburse the **Commission** for permitting fees, cost of engineering analyses required for permits, expenses for construction, including labor, equipment, materials and contractor costs for construction of the improvements at the Valdese Lakeside Park PFA site described herein, in an amount up to, but not to exceed \$30,000;
4. Provide additional signs for posting on the kiosk for review, revision, and approval of the **Commission** prior to installation;
5. Be responsible for any repairs that do not require design consultation or permit modification, including, but not limited to, replacement of damaged boards, kayak launch repairs, or minor shoreline stabilization repairs requiring less than five (5) tons of rip rap;
6. Maintain the grounds surrounding the improvements, keeping the grass mowed at regular intervals, and removing litter;
7. Ensure that the **Commission** is recognized in all press releases, brochures, and advertisements developed by the **Town** concerning visitation and use of the Valdese Lakeside Park PFA;
8. Permit the public access to the Valdese Lakeside Park PFA for the launch and recovery of canoes, kayaks, and other floating fishing vessels;
9. Permit the public access to the Valdese Lakeside Park PFA for fishing activities;
10. Maintain the public parking area and restrooms at the Valdese Lakeside Park and allow patrons of the Valdese Lakeside Park PFA to use the parking area and restrooms;
11. Maintain the accessible trail route from the Valdese Lakeside Park parking area to the beginning of the route to the Valdese Lakeside Park PFA;
12. Take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability; and
13. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.

C. It is mutually agreed that:

1. "Valdese Lakeside Park Public Fishing Area" is the formal name of the access area;
2. The purpose of the Valdese Lakeside Park Public Fishing Area is to provide public access for fishing. It is unlawful to use a public fishing area for purposes other than fishing as stated in 15A NCAC 10E .0104(g);
3. The fishing pier, kayak launch, and accessible route at the Valdese Lakeside Park PFA site shall become the property of the **Town** after construction is completed;
4. Should the Valdese Lakeside Park PFA site change ownership or be permanently closed to the public during the term of this agreement, the **Town** will reimburse the **Commission** a prorated share of those funds contributed by the **Commission** toward the improvements agreed to herein;
5. The fishing pier and kayak launch at the Valdese Lakeside Park PFA site will be open to the public with no closure of the site except for repair purposes, emergency situations, limited special uses

which have received a Special Use Permit from the **Commission**, or best management practices as determined by the **Commission**;

6. Nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
7. This Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 25 years from the date of signing. At the end of the initial 25-year term or any renewal thereof, this Agreement shall automatically for successive terms of ten (10) years each unless written notice of termination is provided by either party at least 120 days prior to the expiration of the initial term or any renewal thereof;
8. During and after the term hereof, the State Auditor and anyone using the agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9);
9. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements;
10. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **Town**;
11. The failure to enforce or the waiver by either party of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach, or default on any subsequent occasion or instance;
12. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts (unless such failure or refusal results from the failure of a party to discharge or fulfill a contractual obligation), civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;
13. Notwithstanding any other term or provision of this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to either party under applicable law.
14. The Town shall indemnify, defend and hold and save the Commission, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Agreement, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Town in the performance of this Agreement that are attributable to the negligence or intentionally tortious acts of the Town, provided that the Town is notified in writing within 30 days from the date that the Commission has knowledge of such claims.
15. The Commission shall indemnify, defend and hold and save the Town, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Commission in the performance of this Agreement that are attributable to the negligence or intentionally tortious acts of the Commission, provided that the Commission is notified in writing within 30 days from the date that the Town has knowledge of such claims.
16. The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
17. This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

November 7, 2022, MB#32

In witness whereof, the parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

Cameron Ingram, Executive Director Date
NCWRC

Gary Gardner, Chief Date
Engineering Services

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilwoman Hildebran made a motion to approve the agreement between the Town of Valdese and the NC Wildlife Resources Commission, as presented, seconded by Councilwoman Lowman. The vote was unanimous.

PROJECT FORWARD – UNC HEALTH BLUE RIDGE: Kathy Bailey, President & CEO of UNC Health Blue Ridge presented the following presentation:



We serve North Carolina. Every day.



Who Is UNC Health Blue Ridge:

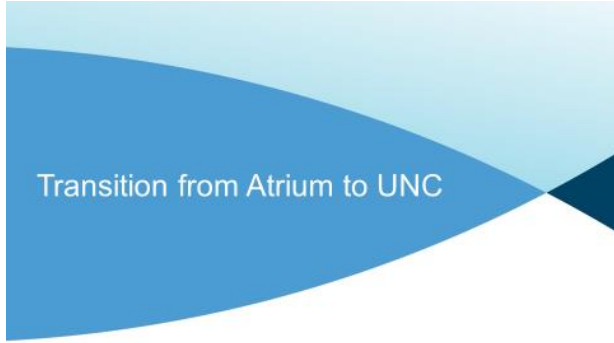
- Blue Ridge Healthcare Hospitals (2 campuses)
- *Grace Heights Health and Rehabilitation Center
- *College Pines Health and Rehabilitation Center
- Grace Ridge Retirement Center
- **Phifer Family YMCA
- Blue Ridge Radiology
- ASC – Carolina Digestive Care
- 45+ Physician Practice Locations in 3 counties

*operated by SanStone **operated by YMCA

UNC Health Blue Ridge – by the numbers

- Two Hospitals Licensed for 315 beds
- Long Term Care licensed for 285 beds (100, 120, 65)
- Continuing Care Retirement Community with more than 225 residents
- Employees of 2,000
- Medical Staff of 250+ Providers

Board of Directors



Transition to UNC Health - Back Story

Atrium relationship since 1999

- Management Agreement
- Strong affiliation
- Change in direction

Transition to UNC Health – Future Story

UNC Health relationship since October 2021

- Management Agreement
- Focus on NC
- Focus on Community / Rural Healthcare
- Mountain Region Hub

Beginnings of the Mountain Region Hub

- Identification of current specialties and needed specialties
- Implementation of Epic@UNC
- Application to become a Level III Trauma Center
 - Helipad on roof
 - Recruitment of a Trauma Surgeon
- Expansion of Graduate Medical Education
 - Affiliation with Campbell University School of Medicine (in process)
 - Expansion of residency / fellowships

Valdese New Construction Project

\$38.3M new Cancer Center

- 2 new Linear Accelerators,
- 18 Infusion Chairs
- 6 Private Infusion Rooms
- Multiple Exam Pods
- Therapy and Group Space



Groundbreaking held May 18, 2022
Topping Out held October 20, 2022



Morganton New Construction Projects



\$118M Capital Project

- New 6 story Patient Tower
 - 30 Bed ICU and PCU
 - Roof top helipad
 - 3 shell floors for future



New Expanded Emergency Department

Groundbreaking held June 28, 2022

UNC Health Blue Ridge – Financial Challenges

- 2021 Gross Revenue \$1.1 Billion
- 2021 Net Revenue \$300 Million
- So what happened to the \$800 Million difference?

UNC Health Blue Ridge – Revenue Lost

- Medicare 53%
- Medicaid 16%
- Managed Care 20%
- Charity Care 7%
- Bad Debt 4%

◦ Total \$800 Million difference

UNC Health Blue Ridge

Cost to Run System Daily

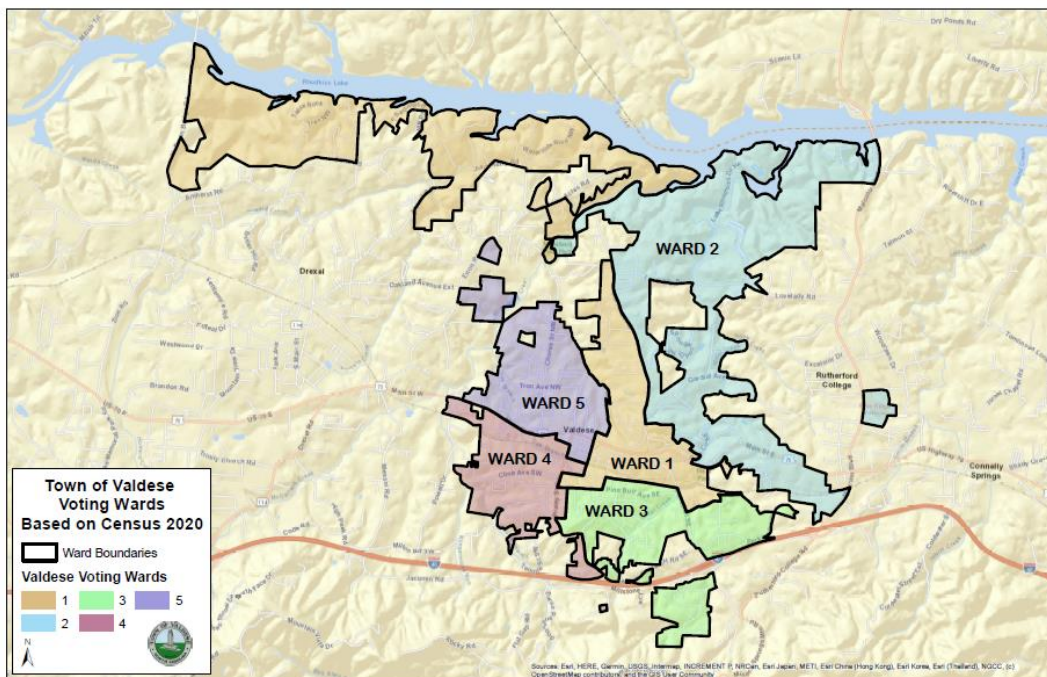


~\$820,000 / day

We are essentially a break even operation

Members of the Council thanked Ms. Bailey for the update and the wonderful projects happening with UNC Health Blue Ridge.

APPROVED CENSUS 2020 VALDESE WARD REDISTRICTING MAP: Planning Director Larry Johnson presented the proposed Census 2020 Valdese Ward Redistricting Map. Mr. Johnson shared that there had been no changes to the map since WPCOG Data Analyst Taylor Dellinger presented it at the October 3, 2022, Council meeting. Councilman Mears confirmed with Mr. Johnson that there had been no input from Council or staff on the proposed changes, and Mr. Johnson said no.



November 7, 2022, MB#32

Councilman Mears made a motion to approve the Census 2020 Valdese Ward Redistricting Map, as presented, seconded by Councilwoman Lowman. The vote was unanimous.

MANAGER'S REPORT: Parks & Recreation Director, David Andersen shared the following updates on numerous projects:



Parks and Recreation Project Updates for Town Council-November 7, 2022:

Kayak Launch/ Valdese Lakeside Park PARTF Grant:

Town staff applied for a 1-year extension for our open Parks and Recreation Trust Fund (PARTF) Grant for Valdese Lakeside Park because of the canoe/kayak launch project being incomplete. It is the final piece needed before closing out the grant. This extension was granted.

On Friday, November 4, we received word that FERC had accepted our marina application, and Duke is currently drafting a lease for us. Once the lease is fully executed, we will receive an approval letter authorizing construction of the approved facility.

Community Center Locker Rooms Renovation Update:

Demolition has begun in the community center. Some new electrical work and mechanical work is complete. At this point, we are looking to provide surface selections (flooring, paint, counter tops, etc.) to Moss Marlow so we can keep moving forward. We are meeting every two weeks with the contractors to discuss progress. We are still maintaining the fitness center hours without interruption.

Wayne Owens Gym Update:

Richard's Welding has completed the truss work.

The Sports Flooring Group has removed the old scoreboards.

Custom Coatings but will begin surface prep for the gymnasium painting this week, with their painting phase lasting roughly one month.

At this time, we anticipate this impacting programming for basketball and micro-basketball, and we have worked out agreements with Draughn and Heritage to allow facility usage for programming.

Bicycle Amenity Grant:

Staff will be working over the next two weeks to place bicycle amenities in place per the grant we received.

Pool Update:

Two of the three new boilers are up and running. The third boiler had a manufacturing defect that is a warranty item, but the pool is open at this time running on two boilers. We have been able to keep the pool open without any interruption, and the high schools are practicing and other programs are continuing without further interruption.

Tiger Gym Update:

W.C. Reynolds/ Houck Construction is awaiting delivery of the fans to begin the work in the gymnasium. They have received the louvers, but recently they received word that the fans are delayed to mid-February. The contractor is inquiring about sooner availability through other vendors at this time.

Tennis Court Update:

Court One of Granite Quarry completed the resurface job, but erred when painting the pickleball lines, making them four feet too wide. The contractor came out once to fix the lines, but still left the courts too wide. We are expecting a final correction this week. Staff has finalized a schedule to have pickleball set up for community play, which will be implemented upon correction of the court lines. The courts are back open at this time though for open play.

Town Manager Seth Eckard made the following announcements:

Christmas in November Craft & Gift Show at the Old Rock School is scheduled for Friday, November 11, 2022, 4:00 p.m. – 8:00 p.m. & Saturday, November 12, 2022, 9:00 a.m. – 2:00 p.m.

Annual Town Council/Valdeese Merchants Association Dinner, Tuesday, November 15, 2022, 6:30 p.m. at the Old Rock School, Waldensian Room

Town Offices Closed on November 11 in Observance of Veterans Day & November 24th & 25, 2022, in Observance of Thanksgiving.

November 7, 2022, MB#32

Valdese Christmas Parade, Saturday, December 3, 2022, 10:00 a.m., Honoring Grand Marshal Mary-Louise Hatley. Council members will meet at the Fire Department at 9:15 a.m. to ride in the Fire Truck.

Bluegrass at the Rock: Sideline, December 3, 2022, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran recognized Code Enforcement/Animal Control Officer Hicks for all the work he has completed to clean up the Town. Officer Hicks gave a brief update on a few cases he has been working on.

Mayor Watts thanked the staff that worked the Treats in the Streets event and felt it was a success.

ADJOURNMENT: At 6:51 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, December 5, 2022.

Town Clerk
jl

Mayor

**TOWN OF VALDESE
TOWN COUNCIL ANNUAL/JOINT DINNER MEETING WITH VALDESE MERCHANTS
NOVEMBER 15, 2022**

The Town of Valdese Town Council met jointly with the Valdese Merchants for the Annual Dinner Meeting on Tuesday, November 15, 2022, at 6:00 p.m., at the Old Rock School, Waldensian Room.

The following were present: Mayor Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Tim Skidmore, and Councilman Paul Mears. Also present were Town Manager Seth Eckard, Assistant Town Manager/CFO Bo Weichel, Town Clerk Jessica Lail, and Community Affairs Director Morrissa Angi.

Absent: Ward 1 Vacant Seat

A quorum was present, and no action was taken.

At 6:00 p.m., Mayor Watts called the meeting to order and welcomed everyone. He offered the invocation and invited everyone to enjoy dinner catered by Myra's. There were approximately 30 downtown merchants and building owners in attendance.

Mayor Watts introduced members of the Council and thanked the business owners for investing their time and money into the Town of Valdese. Mayor Watts encouraged everyone to reach out to him or Council members with any problems.

Town Manager Seth Eckard shared the following presentation:

VALDESE 2022 State of the Town

How do we support you?

- Merchant E-Newsletter:** Monthly newsletter features local Valdese business ads, promotions, events, etc. The publication goes out mid-month and reaches over 15,000 subscribers, at no cost to our merchants.
- Social Media:** Follow and Like our pages. When you post promotions, tag us, and we will share them!
- Seasonal Promotions:** Partner with us on community contests, and sponsorship opportunities!
 - Furrocious Pet Costume Contest: Sponsored by Barkside Pet Grooming
 - "Grateful" Gobbler Art Contest: Sponsored by Farris Insurance Agency
 - Rad Dad & Moms with Moxie Photo Contests: Donations/gift cards sponsored by numerous Valdese businesses
 - Small Business Saturday
 - Valentine's Day Promotion, Lucky Leprechaun Hunt

Website Visits

2018:	73,092
2019:	76,594
2020:	62,205
2021:	98,023
2022:	132,484 (as of 11/7/2022)

Top Page Views by City:
(Outside Burke County)

- Charlotte
- Nashville
- Atlanta
- Hickory - Lenoir

Social Media Followers

2019:	8,901
2020:	11,554
2021:	13,357
Current:	15,503

Social Average Reach

2019:	147,858
2020:	112,623
2021:	121,742
Current:	158,655

Old Rock School Event Attendance

2018:	31,550 – 424 events
2019:	32,846 – 425 events
2020:	8,012 – 184 events
2021:	8,306 – 225 events
2022:	16,734 – 238 events (thru October)

Major Event Attendance

- Independence Day Celebration: 20,000
- Family Friday Nights Season: 8,000
- Craft Shows: 4,100
- Waldensian Festival: 7,500
- Misc. Outdoor Events: 2,000

Community Affairs: Merchant Resources 2022 State of the Town

Community Affairs: Old Rock School & Other Stats 2022 State of the Town

Old Rock School Grant Awards:

- Rural Transformation Fund Grant = \$850,000
- Application Pending – ARC = \$120,000

Proposed Scope of Work

- Auditorium Seating – ADA
- Auditorium Flooring
- ADA Access to Stage
- Front Lobby Bathroom Expansion
- Sidewalk Expansion – Main Street to Walking Track
- Meeting Space Equipment Upgrades

Community Affairs: Public Communication 2022 State of the Town

Upcoming Projects 2022 State of the Town

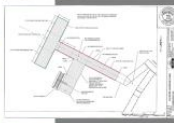
Valdese Lakeside Park:
 • Opened in November of 2021: Lakeside Greenway, Hiking Trails, Parking, Restrooms, Picnic Areas, Dog Park, Kayak Launch, Fishing Pier

Community Center:
 • Renovation of Oyma, Men's and Women's Locker Room, Lobby areas, and Tiger Gym improvements (all services remain open during construction)

Bowling:
 • Collaboration with WSVM has seen the start of our Rock and Bowl night, which has drawn large crowds on Friday nights to our bowling lanes. "Cosmic Bowling"



Parks & Recreation



2022 State of the Town

- **Code Enforcement/Animal Control Officer**– Proactive vs. Reactive Service
- **Boots on the Ground**
- **Vagrancy Ordinance**
- **Crime rates continue to be lowest in Burke County.**



Police Department

2022 State of the Town

Fire District Rating:
 On March 28, 2022 the North Carolina Insurance Commissioner and State Fire Marshal Mike Causey announced that the Valdese Fire Department completed their routine inspection and received the listed rating of class 3, with the effective date of July 1, 2022. Moved from class 4 to class 3. Top 12% of fire districts in North Carolina.



Financial Condition of the Town of Valdese

- General Fund balance increased from 18% (2018) to **113% (2022) of annual expenditures**
- Sales Tax revenue doubled over the last 10 years
- The General Fund's debt ratio is 4.5% of the annual budget
- ABC Store paid off all of its debt and now generates over \$100,000 a year for the Town of Valdese to be spent on public safety



2022 State of the Town

Strategic Planning:

On November 1st the Valdese Town Council met to set priorities for the next three for the Town of Valdese.

- **Street Resurfacing**
- **Completion of the Public Safety Building Project**
- **Investment in our Aging Utility System**
- **Streetscape / Downtown Beautification**



Valdese Town Council Strategic Planning Session

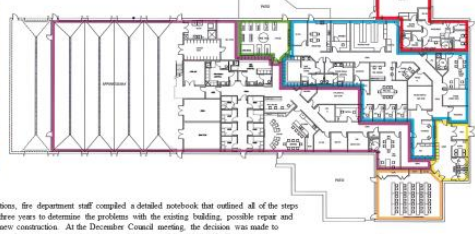
2022 State of the Town

Street Resurfacing:

- In the process of completing a pavement condition study
- Use the study to prioritize the order in which streets are resurfaced
- Beginning in the Spring of 2024, the Town of Valdese will pave streets annually

Public Safety Building:

One of the main focus areas for the fire department in 2021 has been the public safety building. In January, CBSA Architects and McGil Associates presented a report comparing construction costs and benefits of both the Reston and Paebar properties. Council directed staff to proceed with designing a building for the Paebar property. Numerous meetings and discussions were held to determine needs, square footage, site plans, and floor plan concepts. In June, small group meetings were held with Council to present these findings with Council unanimously giving the go ahead to proceed with further design and construction documents.



In preparation for the upcoming municipal elections, fire department staff compiled a detailed notebook that outlined all of the steps and decisions the town had taken over the last three years to determine the problems with the existing building, possible repair and renovations, utilization of other buildings, and new construction. At the December Council meeting, the decision was made to modify CBSA's contract to perform an updated study to compare repair and renovation costs of the existing facility to new construction on the Paebar site.

2022 State of the Town

Public Safety Building:

2022 State of the Town

Street Paving Plan

\$11 million of capital investment in our utility system, \$5 million of which is paid for with grant money.

- Smart Meter Project
- Blanch Conversion Project
- Main Street Water Line Project
- Water Plant Backup Generator
- St. Germain Ave Water Line Replacement
- MCC Upgrades
- Pump Station Improvements
- Sewer Line Repairs



2022 State of the Town

Utilities

Downtown / Streetscape Beautification:

DOWNTOWN IMPROVEMENT IDEAS

- REDESIGN WELCOME SIGNS**
 - Refresh first impression & welcome
 - Improve Landscaping
 - Keep existing - back-lite with new logo



Downtown Beautification

2022 State of the Town

**Downtown / Streetscape
Beautification:**



Downtown Beautification

2022 State of the Town

**Downtown / Streetscape
Beautification:**



Downtown Beautification

2022 State of the Town

At 7:20 p.m., Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

The next meeting is a regularly scheduled Council Meeting on Monday, December 5, 2022, 6:00 p.m.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
DECEMBER 5, 2022**

The Town of Valdese Town Council met on Monday, December 5, 2022, 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, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Ward 1 Vacant Seat

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: 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.

No comments from the public.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF NOVEMBER 7, 2022

APPROVED SPECIAL MEETING MINUTES OF NOVEMBER 15, 2022

APPROVED RESOLUTION ADOPTING 2023 TOWN COUNCIL MEETING SCHEDULE:

**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.

January 9, 2023	
February 6, 2023	
March 6, 2023	
March 23, 2023	Annual Budget Retreat - Old Rock School - Waldensian Room Day 1: 9:00 a.m.
March 24, 2023	Annual Budget Retreat - Old Rock School - Waldensian Room Day 2: 9:00 a.m.
April 3, 2023	
April 6, 2023	Council Budget Workshop 1 Dinner Town Hall – Community Room, 6:00 p.m.
April 18, 2023	Council Budget Workshop 2 (If needed) Town Hall – Community Room, 6:00 p.m.
May 1, 2023	
June 5, 2023	Budget Public Hearing
July 10, 2023	

August 7, 2023	
September 5, 2023	Tuesday, due to Labor Day Holiday
October 2, 2023	
November 6, 2023	
November 14, 2023	Tuesday, Annual Dinner Meeting with Valdese Merchants Association
December 4, 2023	

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

This 5th day of December, 2022.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

APPROVED APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS:

2023 Board and Commission Appointments/Reappointments

Parks and Recreation Commission (3-year terms)

- 1. Reappointment of Robert Murray

Planning Board & Board of Adjustment (4-year terms)

- 1. Reappointment of Carlton Caruso
- 2. Reappointment of Elizabeth Braswell - Ms. Braswell will be moving from Alternate Member to Board Member, replacing John Rostan, whose term expires at the end of the year.
- 3. New Appointment of Cindy Stephens(Alternate Member)

New Appointee Bio:

Cindy Stephens is a lifetime resident of Valdese as a teacher, mentor, and leader in the community. She graduated from East Burke High School, received her Bachelor of Science in Special Education from Appalachian State University, and received her Masters in Education from Appalachian State as well. She retired from teaching after 30 years of service and served as a leader and mentor to new teachers. Cindy is an active member of Cornerstone Baptist Church as a deacon, leads vacation bible school, and has taught Sunday school for 20 years. She loves the Town of Valdese and desires a more active role in making our small town thrive.

APPROVED RESOLUTION ADOPTING REVISED RECORD RETENTION & DISPOSITION SCHEDULE: GENERAL RECORDS:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF VALDESE APPROVING THE NORTH CAROLINA GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES RECORDS RETENTION AND DISPOSTION SCHEDULE GENERAL RECORDS ISSUED OCTOBER 1, 2021

WHEREAS, the North Carolina Division of Archives and History of the Department of Cultural Resources is responsible for assisting local governments in records management, including the destruction of obsolete records and the protection of essential records as provided by Chapters 121 and 132 of the General Statutes of North Carolina, and;

December 5, 2022, MB#32

WHEREAS, the municipal records management program provides advice, service and training in the control, maintenance, preservation and disposal of official public records in the custody of local governmental units, and;

WHEREAS "Public Record" means any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact or other documentary material made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of the North Carolina government or its subdivisions, and;

WHEREAS, the Department of Cultural Resources has issued an amendment to the Records Retention Schedule date October 1, 2021, and;

WHEREAS, the General Records Schedule for Local Government Agencies Retention and Disposition Schedule is endorsed by the North Carolina Department of Cultural Resources, Division of Historical Resources, Archives and Records Section, Government Records Branch;

NOW, THEREFORE, BE IT RESOLVED by the Town of Valdese Town Council that the Council adopts the North Carolina General Records Schedule for Local Government Agencies Retention and Disposition Schedule, as updated by the North Carolina Department of Cultural Resources in accordance with the provision of Chapters 121 and 132 of the General Statutes of North Carolina, dated October 1, 2021, a copy of which is on file in the office of the Town Clerk.

BE IT FURTHER RESOLVED this schedule is to remain in effect from the date of approval until it is reviewed and updated.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, on this, the 5th day of December 2022; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

**APPROVED RESOLUTION ADOPTING REVISED RECORD RETENTION & DISPOSITION SCHEDULE:
PROGRAM RECORDS:**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF VALDESE APPROVING THE NORTH CAROLINA PROGRAM RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES RECORDS RETENTION AND DISPOSITION SCHEDULE PROGRAM RECORDS ISSUED OCTOBER 1, 2021

WHEREAS, the North Carolina Division of Archives and History of the Department of Cultural Resources is responsible for assisting local governments in records management, including the destruction of obsolete records and the protection of essential records as provided by Chapters 121 and 132 of the General Statutes of North Carolina, and;

WHEREAS, the municipal records management program provides advice, service and training in the control, maintenance, preservation and disposal of official public records in the custody of local governmental units, and;

WHEREAS "Public Record" means any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact or other documentary material made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of the North Carolina government or its subdivisions, and;

December 5, 2022, MB#32

WHEREAS, the Department of Cultural Resources has issued an amendment to the Records Retention Schedule date October 1, 2021, and;

WHEREAS, the Program Records Schedule for Local Government Agencies Retention and Disposition Schedule is endorsed by the North Carolina Department of Cultural Resources, Division of Historical Resources, Archives and Records Section, Government Records Branch;

NOW, THEREFORE, BE IT RESOLVED by the Town of Valdese Town Council that the Council adopts the North Carolina Program Records Schedule for Local Government Agencies Retention and Disposition Schedule, as updated by the North Carolina Department of Cultural Resources in accordance with the provision of Chapters 121 and 132 of the General Statutes of North Carolina, dated October 1, 2021, a copy of which is on file in the office of the Town Clerk.

BE IT FURTHER RESOLVED this schedule is to remain in effect from the date of approval until it is reviewed and updated.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, on this, the 5th day of December 2022; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

APPROVED PUBLIC HEARING DATE FOR RUTHERFORD COLLEGE & TOWN OF VALDESE ANNEXATION AGREEMENT ON MONDAY, JANUARY 9, 2023, 6:00 P.M., VALDESE TOWN HALL

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

PRESENTATION OF FISCAL YEAR ENDING JUNE 30, 2022, FINANCIAL UPDATE: Phil Church with Lowdermilk Church, & Co., shared that the audit went very well and that they appreciate the staff. Mr. Church said they gave a clean, unmodified opinion, which the Local Government Commission looks for. Mr. Church also shared that they gave a clean, unmodified opinion on our compliance and A133 audit. Mr. Church introduced Rick Hammer with Lowdermilk Church & Co., who reviewed the following highlight sheet:

TOWN OF VALDESE

Financial Highlights
Years Ended June 30, 2022 and 2021

General Fund (Includes Powell Bill Funds)	2022 Summarized Budget	2022	2021
Cash, cash equivalents and investments		\$ 6,143,028	\$ 4,464,257
Total assets		\$ 7,282,651	\$ 5,504,828
Fund balance		\$ 7,089,573	\$ 5,286,477
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		\$ 67,700	\$ 38,562
Total revenue	\$ 5,003,661	\$ 5,567,307	\$ 5,226,030
Total expenditures	\$ 5,513,762	\$ 4,757,145	\$ 4,589,002
Revenues over (under) expenditures before other financing sources (uses)		\$ 810,162	\$ 637,028
Other income (expense)	\$ 510,101	\$ 992,933	\$ 121,000
Increase (decrease) in fund balance		\$ 1,803,095	\$ 758,028
Ad valorem taxes collected		\$ 2,387,436	\$ 2,313,313
Percent of taxes collected - current year levy		97.97%	97.81%
Investment income		\$ 12,137	\$ 4,357
Fund Balance Available			
Unassigned Fund Balance		<u>5,569,974</u>	<u>4,299,677</u>
Expenditures and other financing sources and uses		4,907,145	4,589,002
Unassigned Fund Balance Percentage		113.50%	93.69%

* Local Government Commission minimum recommended general fund balance should be at least 8% of general fund expenditures at the end of the fiscal year.

Water and Sewer Fund	2022	2021
Cash, cash equivalents and investments	\$ 2,432,618	\$ 1,381,860
Total assets	\$28,989,827	\$28,098,972
Net position	\$22,596,413	\$22,478,620
Operating revenue	\$ 5,398,063	\$ 5,130,346
Operating expenses	\$ 5,387,234	\$ 5,237,551
Operating income (loss)	\$ 10,829	\$ (107,205)
Nonoperating revenue (expenses)	\$ (49,918)	\$ 126,506
Transfers (to) from	\$ 39,088	\$ (221,000)
Capital Contributions	\$ 117,881	\$ 2,049,398
Change in net position, includes \$1,262,820 of depreciation expense 2022	\$ 117,793	\$ 1,847,699
Accounts receivable - customers	\$ 649,200	\$ 582,893
Investment income	\$ 1,336	\$ 222
Days sales in accounts receivable	43.89	41.46
Fund Balance Available		
Unrestricted Fund Balance	<u>\$ 2,845,266</u>	<u>\$ 1,678,904</u>
Expenditures and other financing sources and uses	5,656,834	5,237,551
Unrestricted Fund Balance Percentage	50.29%	32.05%

December 5, 2022, MB#32

Councilman Mears references page eight in the audit report, which states, "Governmental activities increased the Town's net position by \$1,927,138. Key elements of this increase are anticipated, and unanticipated events as follows: Exceptional growth in sales tax revenues, Revenues higher than anticipated, Expenditures lower than anticipated, and ½ of ARPA funds received." Councilman Mears said it looked like the increase in the fund balance was \$1,803,000, but if we took out ARPA monies of \$703,000, we would still have an increase of 1.2 million dollars. Mr. Hammer said that was correct. Councilman Mears asked if he would consider this an exceptional fund balance. Mr. Hammer said yes, the fund balance had increased substantially over the last few years. Councilman Mears complimented management on this achievement. Councilman Mears does not want this comment to reflect negatively on previous management but wants to express his appreciation. Councilwoman Hildebran shared that citizens hear rumors that we are in financial crisis and asked Mr. Church to explain what an unassigned fund balance is. Mr. Church explained that the Town's assets lessen your liabilities and give you your total fund balance. The fund balance in a governmental entity has certain restrictions on it, like stabilization by State Statute that you cannot use to budget. Mr. Church said if you take all these restrictions and set them aside, it leaves the unassigned fund balance, and you can use that on whatever governmental activity you want. Councilwoman Hildebran asked, with an increase in the fund balance, does this mean the Town has enough funds to cover our current expenses and have some leftovers that can be used for future projects. Mr. Hammer said yes, we have more than enough right now. Councilwoman Hildebran asked why the fund balance has been increasing. Mr. Hammer shared that the sales tax revenues have increased, we have good tax collection rates, management has budgeted well, and overall good management. Councilwoman Hildebran asked Town Manager Seth Eckard if staff in the future could provide Council and citizens with a presentation explaining this in layperson's terms. Mr. Eckard said yes, we would make that presentation after the first of the year. Mr. Church reminded Council that the Local Government Commission heavily regulates the Town and would not let us borrow money if they think you cannot pay it back.

APPOINTMENT TO FILL WARD 1 VACANCY: Mayor Watts shared that Council sought applications to fill Ward 1 vacancy from interested citizens that reside in Ward 1 of the newly adopted Ward Map. Mayor Watts said that six valid applications were received, all six applicants were contacted for an interview, and Council interviewed five.

Councilwoman Lowman shared that the candidates interviewed were outstanding and felt each candidate brought a unique, different skill set with engaging ideas, making this a difficult decision. Councilwoman Lowman reminded the citizens that the person appointed would have to re-run at the November 2023 election and encouraged any applicants to consider filing next year. Town Manager Seth Eckard shared that the applicants were interviewed by two members of Council at a time, which does not violate public meeting laws.

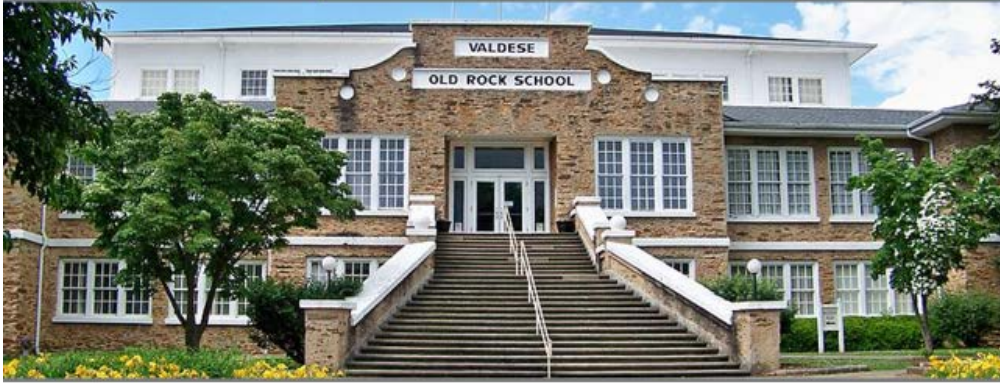
Councilwoman Lowman made a motion to nominate Tim Barus to fill the vacancy of Ward 1, seconded by Councilman Tim Skidmore. The vote was unanimous.

Mayor Watts thanked all the applicants and encouraged them to be involved in the community and file for the 2023 election.

APPROVED AGREEMENT BETWEEN TOWN OF VALDESE & SGA DESIGN FOR OLD ROCK SCHOOL RENOVATIONS: Community Affairs Director Morrissa Angi introduced Chris Coleman and Doug Burns with SGA Design. Mr. Burns shared that SGA Design is a 50-year-old company with 150 employees and five offices located in Charlotte, NC. Mr. Burns shared that the company does architecture, planning, interior design, and landscape architecture. Mr. Burns and Mr. Coleman shared a PowerPoint highlighting previous work the firm has completed and the steps of the design process with the Old Rock School renovations.



OLD ROCK SCHOOL RENOVATIONS



Wednesday, September 28, 2022

OUR MISSION



We're **COMMITTED** to **COLLABORATING** with our clients to bring their **VISIONS** to life.



SGA|NW AT A GLANCE

- 50** Years
- 61** Employees
- 5** Offices
- 4** Disciplines

Our Charlotte, NC office will be providing services for this project.



PROJECT TEAM



DOUG BURNS
Principal-in-Charge



CHRIS COLEMAN
Project Manager



Audrey Shaw
Interior Designer

CONSULTANTS

CIVIL ENGINEERING, STRUCTURAL ENGINEERING, & LANDSCAPE ARCHITECTURE
Stewart, Inc.

MEP ENGINEERING
SKA Consulting Engineers

BUILDING ENVELOPE
Walter P. Moore

COST ESTIMATING
Palacio Collaborative

DEVELOPER CONSULTANT
Diane Rivers

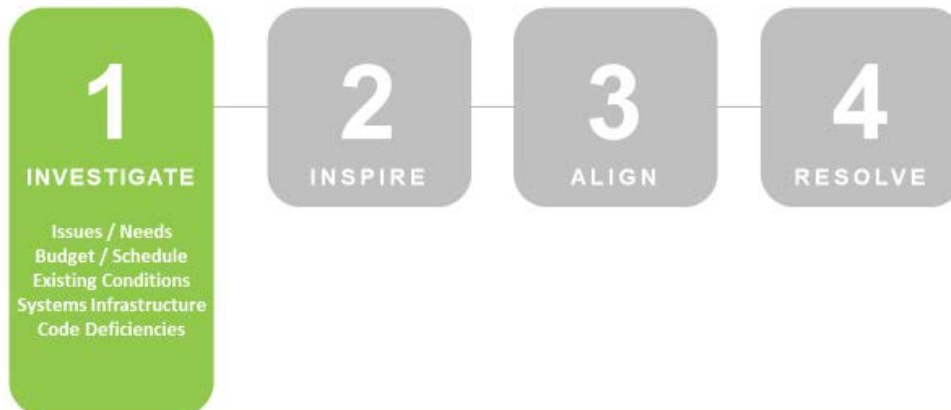


PROJECT UNDERSTANDING

- **ADA access** onto the stage from the auditorium
- **Elevator option** to access 3rd floor as offices
- **Replace seats** in auditorium
- **Pedestrian path/sidewalk** to connect Main Street to walking trail
- **Create an "order of magnitude"** for all items based on code compliance, cost, enhancement to facility operations and revenue generation.
- Convert existing catering space to commercial kitchen
- Advanced Planning Space Utilization/**Community Engagement**
- Repurpose under-utilized space
- Is a regional/state draw for pageants, conferences, events
- ADA access levels B, 1, 2, and the 3rd floor if space to be converted to office space.
- Remove parking along the historic low wall
- Front Entrance Drive
- Floor finishes-multiple areas.
- Consider the Delivery Method: Design-Bid-Build, Design-Build, CM@Risk



DESIGN PROCESS



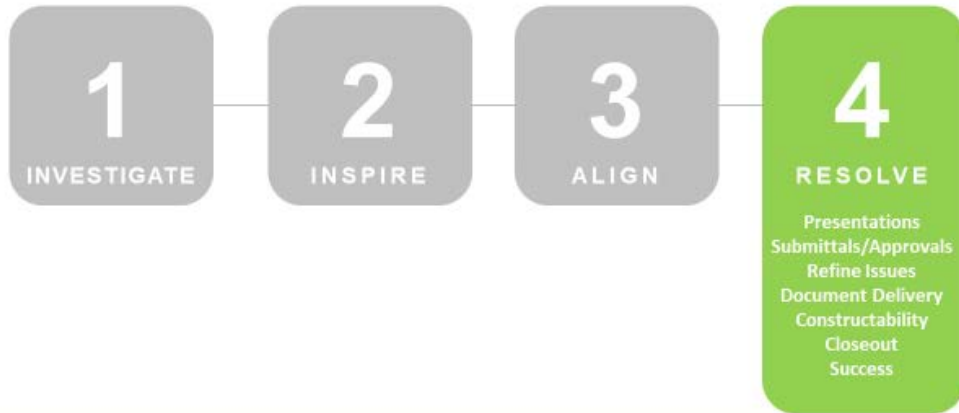
DESIGN PROCESS



DESIGN PROCESS



DESIGN PROCESS



HISTORIC EXPERIENCE



SGA | NW
AECOM COMPANY

217 N. GRAHAM STREET



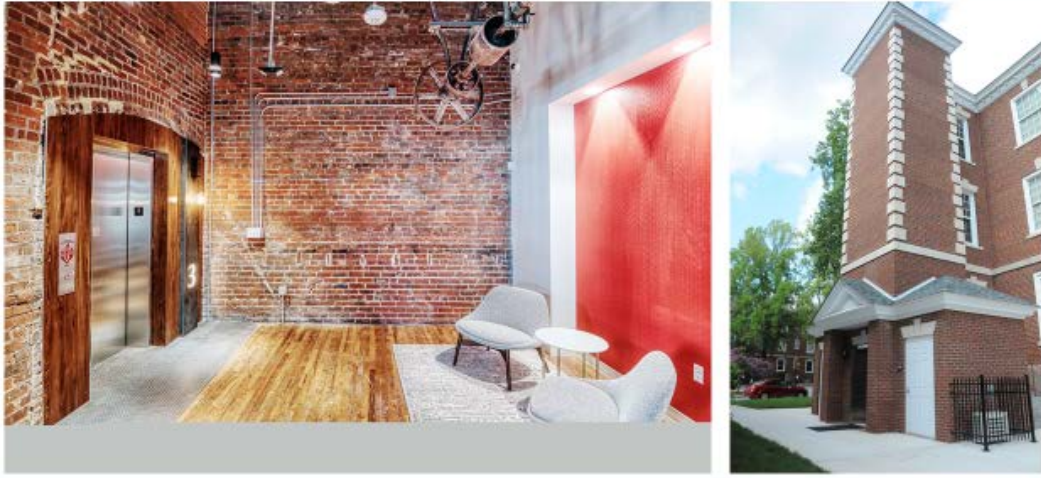
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AECOM COMPANY

NCA&T STATE UNIVERSITY, DUDLEY HALL



SGA | NW
AECOM COMPANY

ELEVATOR ACCESS



OFFICE SPACE

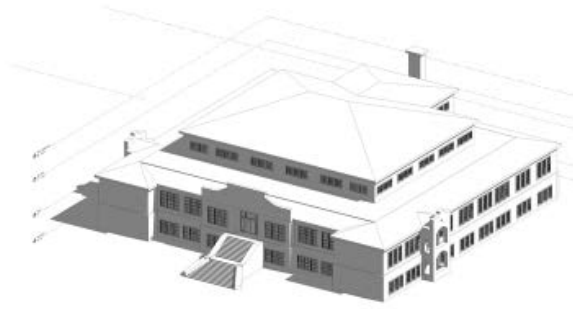


GALLERY SPACE



CURRENT PROJECT STANDING

- Multiple site visits
- Scope conformation
- Review of grant submissions and budget items
- Development of Revit model for existing renovation conditions / review of existing drawings
- Start of schematic design layouts
- Schedule date for A/E team to visit site to confirm schematic design direction



Our team begins with **YOU.**



Mr. Burns shared that they are very excited about this project and look forward to being a part of the team. Councilwoman Lowman shared that she was a part of the interview panel that chose this firm and that they were very impressed with this team and felt this is an excellent group to work with. Mayor Watts shared that they interviewed three different groups, and SGA Design was the only group that came out and looked at the Old Rock School.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30 day of November in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Valdese – Office of Community Affairs
400 Main St W
Valdese NC 28690

and the Architect:
(Name, legal status, address and other information)

SGANW Design, a GF Design Company
2459 Wilkinson Blvd – Suite 120
Charlotte NC 28208

for the following Project:
(Name, location and detailed description)

Old Rock School Renovations
400 Main St W
Valdese NC 28690

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Building Renovations – Project scope & order of magnitude to be determined with Town of Valdese & SGAINW

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Existing former school built in 1923, with various renovations over time serves as a multi-use facility. Currently the facility has a 300 seat auditorium, 4 classrooms, 4 private business, 3 nonprofit organizations, art studios, large event space, and Town of Community Affairs & Tourism. The facility is located at 400 Main St W.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$850,000 Eight Hundred Fifty Thousand Dollars

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

init.

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To be determined – architect to submit a preliminary schedule for review post scope meeting for owner review in compliance with any grant requirements.

.2 Construction commencement date:

To be determined – architect to submit a preliminary schedule for review by owner in compliance with any grant requirements

.3 Substantial Completion date or dates:

To be determined – architect to submit a preliminary date for review by owner in compliance with any grant requirements

.4 Other milestone dates:

n/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid - Build

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreement with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Morrissa Angi – Director of Community Affairs & Tourism
828-879-2129
mangi@valdesenc.gov

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be confirmed by Town of Valdese

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

init.

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n/a

.2 Civil Engineer:

n/a

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

n/a

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Chris Coleman – Project Manager + Designer
Doug Burns - Principal
Sarah Marion - Interior

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Stewart Inc
101 N Tryon Street – Suite 1400
Charlotte NC 28202

.2 Mechanical Engineer:

SKA Consulting Engineers, Inc.
4651 Charlotte Park Drive – Suite 150
Charlotte NC 28217

.3 Electrical Engineer:

SKA Consulting Engineers, Inc.
4651 Charlotte Park Drive – Suite 150
Charlotte NC 28217

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- .4 Plumbing Engineer:
SKA Consulting Engineers, Inc.
4631 Charlotte Park Drive – Suite 130
Charlotte NC 28217
- .5 Building Envelope:
Walter P. Moore
227 West Trade Street – Suite
- .6 Civil & Landscape Engineering
Stewart Inc
101 N Tryon Street – Suite 1400
Charlotte NC 28202
- .7 Cost Estimating
Palacio Collaborative
400 Galleria Pkwy SE, Suite 1500
Atlanta, GA 30339

§ 1.1.11.2 Consultants retained under Supplemental Services:

n/a

§ 1.1.12 Other Initial Information on which the Agreement is based:

n/a

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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5

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of these motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits, only through the actual payment by the underlying insurer.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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6

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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7

§ 3.27 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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8

- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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9

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amount due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. In no event shall Architect have less than ten (10) business days, to review and respond to any submissions, including but not limited to shop drawings, product data or samples, change orders and request for payment. For submissions that require review of a consultant, not less than fifteen (15) days be allotted.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

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requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the Facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect with owner assistance
§ 4.1.1.2 Multiple preliminary designs	No
§ 4.1.1.3 Measured drawings	Owner – Existing facility drawings to be provided
§ 4.1.1.4 Existing facilities surveys	Architect – to confirm existing drawings & conditions
§ 4.1.1.5 Site evaluation and planning	Architect – limited to pedestrian sidewalk along stone wall
§ 4.1.1.6 Building Information Model management responsibilities	No
§ 4.1.1.7 Development of Building Information Models for post construction use	No
§ 4.1.1.8 Civil engineering	No
§ 4.1.1.9 Landscape design	No
§ 4.1.1.10 Architectural interior design	Architect – as applicable to confirmed scope
§ 4.1.1.11 Value analysis	No
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	No
§ 4.1.1.13 On-site project representation	No
§ 4.1.1.14 Conformed documents for construction	No
§ 4.1.1.15 As-designed record drawings	No
§ 4.1.1.16 As-constructed record drawings	No
§ 4.1.1.17 Post-occupancy evaluation	No
§ 4.1.1.18 Facility support services	No
§ 4.1.1.19 Tenant-related services	No
§ 4.1.1.20 Architect's coordination of the Owner's consultants	No
§ 4.1.1.21 Telecommunications/data design	No
§ 4.1.1.22 Security evaluation and planning	No
§ 4.1.1.23 Commissioning	No
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	No
§ 4.1.1.25 Fast-track design services	No
§ 4.1.1.26 Multiple bid packages	No
§ 4.1.1.27 Historic preservation	Architect – limited as needed related to project
§ 4.1.1.28 Furniture, furnishings, and equipment design	No
§ 4.1.1.29 Other services provided by specialty Consultants	No
§ 4.1.1.30 Other Supplemental Services	No
4.1.1.31 Destructive testing of existing conditions	No

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

1. Existing facility surveys: Architect to review provided existing facility drawings for near accuracy to develop existing template for design team as related to overall project renovation scope.

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2. Historic Preservations: design team to provide preservation as needed with respect to existing history and building conditions. Owner to confirm if building is on National Historic Registry.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

1. Measured drawings: Town of Valdese to provide all existing drawings and other building documentation for design team

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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13

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimates of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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15

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedule shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedule shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fee:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

n/a

init.

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.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n/a

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

init.

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
n/a
- .2 Percentage Basis - % value reflective of updated confirmed \$850,000 budget per 11/30/22 phone meeting
()
Eleven & eight tenths (11.8 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
Total Fee for Architecture & Engineering: \$100,300
- .3 Other
(Describe the method of compensation)
n/a

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

n/a

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly fee per rate schedule or stipulated sum amount to be agreed upon by Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve and one half percent (12.5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

n/a

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15	%)
Design Development Phase	Twenty percent (20	%)

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Construction Documents Phase	Thirty percent (30	%)
Procurement Phase	Five percent (05	%)
Construction Phase	Thirty percent (30	%)
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Senior Principal	\$250/hr
Principal	\$200/hr
Project Manager	\$175/hr
Project Architect	\$160/hr
Architectural Designer	\$110/hr
Administrative	\$85/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses identified in 11.8.1 shall be billed towards an allowance in the base fee Not To Exceed Amount of \$4,000 (Four thousand dollars)

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 User Notes: (1926410200)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

n/a

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of n/a (\$ n/a) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid n/a () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

0 % zero

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

n/a

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

n/a] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

init.

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[n/a] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

1. Initial basic services design proposal to Town of Valdese, dated October 10, 2022
2. Updated listing of projects & funding to be considered for overall project scope from 10/19/22 meeting

This Agreement entered into as of the day and year first written above.

- See attached Signature Page-

- See attached Signature Page-

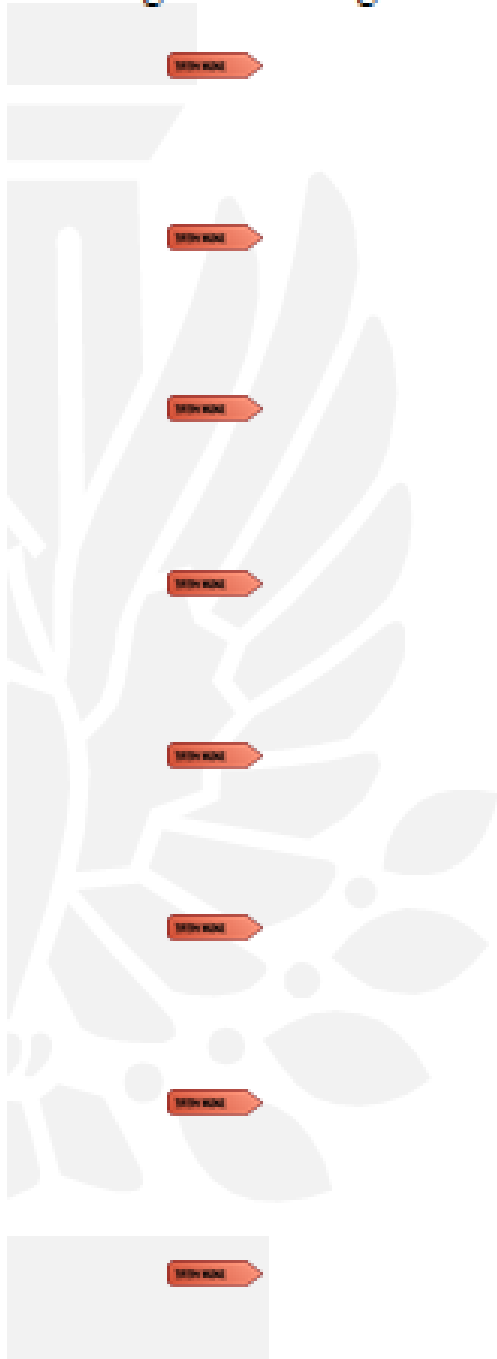
OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name, title, and license number, if required)

Signatures Page



ink.

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Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 30 day of November in the year 2022

...

Town of Valdese – Office of Community Affairs
400 Main St W
Valdese NC 28690

...

SGAINW Design, a GF Design Company
3439 Wilkinson Blvd – Suite 120
Charlotte NC 28208

...

Old Rock School Renovations
400 Main St W
Valdese NC 28690

PAGE 2

Building Renovations – Project scope & order of magnitude to be determined with Town of Valdese & SGAINW

...

Existing former school built in 1923, with various renovations over time serves as a multi-use facility. Currently the facility has a 500 seat auditorium, 4 classrooms, 4 private business, 3 nonprofit organizations, art studios, large event space, and Town of Community Affairs & Tourism. The facility is located at 400 Main St W.

...

\$850,000 Eight Hundred Fifty Thousand Dollars

PAGE 3

To be determined – architect to submit a preliminary schedule for review post scope meeting for owner review in compliance with any grant requirements.

...

To be determined – architect to submit a preliminary schedule for review by owner in compliance with any grant requirements.

...

To be determined – architect to submit a preliminary date for review by owner in compliance with any grant requirements

...

n/a

...

Design – Bid - Build

...

n/a

...

Morrissa Angi – Director of Community Affairs & Tourism
828-879-2129
mangi@valdevecnc.gov

...

To be confirmed by Town of Valdese
PAGE 4

n/a

...

n/a

...

n/a

...

Chris Coleman – Project Manager + Designer
Doug Burns - Principal
Sarah Maroon - Interiors

...

Stewart Inc
101 N Tryon Street – Suite 1400
Charlotte NC 28202

...

SEA Consulting Engineers, Inc.
4631 Charlotte Park Drive – Suite 150
Charlotte NC 28217

...

.3 Electrical Engineer:

SKA Consulting Engineers, Inc.
4651 Charlotte Park Drive – Suite 150
Charlotte NC 28217

.4 Plumbing Engineer:

SKA Consulting Engineers, Inc.
4651 Charlotte Park Drive – Suite 150
Charlotte NC 28217

.5 Building Envelope:

Walter P. Moore
227 West Trade Street – Suite

.6 Civil & Landscape Engineering

Stewart Inc
101 N Tryon Street – Suite 1400
Charlotte NC 28202

.7 Cost Estimating

Palacio Collaborative
400 Galleria Place SE, Suite 1500
Atlanta, GA 30339

PAGE 5

n/a

...

n/a

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ \$1,000,000) each employee, and one million (\$ \$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000) per claim and five million (\$ 5,000,000) in the aggregate.

PAGE 9

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§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractor in the form of addenda; and
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 10

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. In no event shall Architect have less than ten (10) business days, to review and respond to any submissions, including but not limited to shop drawings, product data or samples, change orders and request for payment. For submissions that require review of a consultant, not less than fifteen (15) days be allotted.

PAGE 12

§ 4.1.1.1	Programming	<u>Architect with owner assistance</u>
§ 4.1.1.2	Multiple preliminary designs	<u>No</u>
§ 4.1.1.3	Measured drawings	<u>Owner – Existing facility drawings to be provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect – to confirm existing drawings & conditions</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect – limited to pedestrian sidewalk along stone wall</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>No</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>No</u>
§ 4.1.1.8	Civil engineering	<u>No</u>
§ 4.1.1.9	Landscape design	<u>No</u>
§ 4.1.1.10	Architectural interior design	<u>Architect – as applicable to confirmed scope</u>
§ 4.1.1.11	Value analysis	<u>No</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>No</u>
§ 4.1.1.13	On-site project representation	<u>No</u>
§ 4.1.1.14	Confirmed documents for construction	<u>No</u>
§ 4.1.1.15	As-designed record drawings	<u>No</u>
§ 4.1.1.16	As-constructed record drawings	<u>No</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>No</u>
§ 4.1.1.18	Facility support services	<u>No</u>
§ 4.1.1.19	Tenant-related services	<u>No</u>

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§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>No</u>
§ 4.1.1.21 Telecommunications/data design	<u>No</u>
§ 4.1.1.22 Security evaluation and planning	<u>No</u>
§ 4.1.1.23 Commissioning	<u>No</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>No</u>
§ 4.1.1.25 Fast-track design services	<u>No</u>
§ 4.1.1.26 Multiple bid packages	<u>No</u>
§ 4.1.1.27 Historic preservation	<u>Architect - limited as needed related to project</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>No</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>No</u>
§ 4.1.1.30 Other Supplemental Services	<u>No</u>
4.1.1.31 Destructive testing of existing conditions	<u>No</u>

...

1. Existing facility surveys: Architect to review provided existing facility drawings for near accuracy to develop existing template for design team as related to overall project renovation scope.

2. Historic Preservations: design team to provide preservation as needed with respect to existing history and building conditions. Owner to confirm if building is on National Historic Registry.

PAGE 13

1. Measured drawings: Town of Valdese to provide all existing drawings and other building documentation for design team

PAGE 14

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. Weekly () visits to the site by the Architect during construction
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.25 If the services covered by this Agreement have not been completed within (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with no additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

...

PAGE 19 n/a

PAGE 20 n/a

n/a

2 Percentage Basis - % value reflective of updated confirmed \$850,000 budget per 11/30/22 phone meeting
(insert percentage value(s))

~~(Eleven & eight tenths (11.8%)) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

Total Fee for Architecture & Engineering: \$100,300

...

n/a

...

n/a

...

Hourly fee per rate schedule or stipulated sum amount to be agreed upon by Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve and one half percent (12.5 %), or as follows:

...

n/a

...

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>05</u>	%)
Construction Phase	<u>Thirty</u>	percent (<u>30</u>	%)

PAGE 21

<u>Senior Principal</u>	<u>\$250/hr</u>
<u>Principal</u>	<u>\$200/hr</u>
<u>Project Manager</u>	<u>\$175/hr</u>
<u>Project Architect</u>	<u>\$160/hr</u>
<u>Architectural Designer</u>	<u>\$110/hr</u>
<u>Administrative</u>	<u>\$85/hr</u>

...

§ 11.8.2 For Reimbursable Expenses: the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred. Reimbursable expenses identified in 11.8.1 shall be billed towards an allowance in the base fee Not To Exceed Amount of \$4,000 (Four thousand dollars)

PAGE 22

n/a

...

§ 11.10.1.1 An initial payment of n/a (\$ n/a) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid n/a () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

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0. % 2022

n/a

PAGE 23

[n/a] AIA Document E2047™-2017, Sustainable Projects Exhibit, dated as indicated below:

[n/a] Other Exhibits incorporated into this Agreement:

1. Initial basic services design proposal to Town of Valdese, dated October 10, 2022
2. Updated listing of projects & funding to be considered for overall project scope from 10/19/22 meeting

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:36:05 ET on 11/30/2022 under Order No. 2114312571 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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Councilwoman Lowman made a motion to approve the Contract Agreement with SGA Design, seconded by Councilwoman Hildebran. The vote was unanimous.

December 5, 2022, MB#32

Councilman Mears asked how much we had budgeted for this project. Ms. Angi explained that the Rural Transformation Fund Grant was for \$850,000, and this contract is based on that amount. Ms. Angi shared that there is a pending application with ARC for \$120,000, with \$60,000 of that being matched by the Rostan Family Foundation, but the application has not yet been approved. Ms. Angi shared that the grant applications focus is bringing the Old Rock School up to ADA needs and expanding the restrooms. Town Manager Seth Eckard asked what the timeline for this project is. Ms. Angi said the tentative timeline is three years, which is required by the grant.

CAPITAL PROJECT ORDINANCE: Assistant Town Manager/CFO Bo Weichel presented the following Capital Project Ordinance for the Old Rock School renovations:

TOWN OF VALDESE
OLD ROCK SCHOOL RENOVATIONS
CAPITAL PROJECT ORDINANCE

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

Section 1. The project authorized is the Old Rock School Renovations. Project proposes repairs and upgrades to select areas. The project is to be financed by grant funds.

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

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Rural Transformation Grant	\$ 850,000	38.3970.000

	\$ 850,000	
	=====	

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Renovations	\$ 707,200	38.6250.150
Professional Services	100,300	38.6250.040
Contingency	42,500	38.6200.900

	\$ 850,000	
	=====	

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

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

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

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

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

Adopted this 5th day of December 2022.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

Councilman Mears made a motion to approve the aforementioned Capital Project Ordinance, seconded by Councilwoman Lowman. The vote was unanimous.

CAPITAL PROJECT ORDINANCE AMENDMENT: Assistant Town Manager/CFO Bo Weichel presented the following Capital Project Ordinance Amendment:

Valdese Town Council Meeting

Monday, December 5, 2022

Capital Project Ordinance Amendment # 4-34

Subject: Lakeside Park Kayak Launch / Fishing Pier

Description: Per the agreement with NC Wildlife adopted at the November Town Council meeting, this amendment transfers donations from the McGalliard Bridge project to Lakeside Park project.

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
33.3970.001	Donations	19,858.18	
34.3970.003	Donations		19,858.18
Total		\$19,858	\$19,858

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
33.6200.900	Contingency		19,858.18
34.6200.760	Construction	19,858.18	
Total		\$19,858	\$19,858

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 approve the aforementioned Capital Project Ordinance Amendment, seconded by Councilwoman Lowman. The vote was unanimous.

Town Manager Seth Eckard asked Parks & Recreation Director David Andersen if we had an anticipated start date on the kayak launch/fishing pier project. Mr. Andersen shared that we have received the first draft of a contract with Duke Energy for a lease, which will come before Council at the January 2023 meeting, and then Wildlife can start. Mr. Andersen does not know how long it will take Wildlife to complete the project.

Mayor Watts noted that Beth Heile gave him the Lakeside Park attendance; on weekdays, it's 250 each day, and on weekends it's 350-450 people that visit the park.

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

Mr. Eckard shared that the repairs made to the Water Plant in the amount of \$225,000 will be paid fully by the insurance company minus the deductible.

December 5, 2022, MB#32

Letters to Santa can be placed in the mailbox at the Old Rock School.

Submissions for the Home Holiday Decorating contest are due by Monday, December 7, 2022. Winners will be announced on Monday, December 12, 2022

Council and Department Head Dinner, Thursday, December 8, 2022, at 6:30 p.m.

Christmas in Valdese, Hatley Memorial Tree-Lighting and Christmas Carols by Valdese Elementary School at the Old Rock School, Hot Chocolate & Santa Visits, Friday, December 9, 2022, at 6:00 p.m.

OCP Production: A Christmas Carol, Show Dates December 9-10 and 15-17, 2022, 7:30 p.m., and December 11 & 18, 2022, 3:00 p.m.; visit www.oldcolonyplayers.com for more information and to purchase tickets.

Mingle with Kris Kringle, Saturday, December 10, 2022, at the Old Rock School, Sponsored by the Valdese Fire Department

Town Offices Will Be Closed December 23, 26 & 27, 2022, in Observance of Christmas and January 2, 2023, for New Year's Day

MAYOR AND COUNCIL COMMENTS: Councilwoman Lowman expressed her appreciation for the audit and all the work put in behind it. All of the Council members agreed.

Mayor Watts thanked everyone involved in helping with the Christmas Parade, Craft Show, Ward 1 vacancy process, and the Merchants Dinner. Mayor Watts shared that he has been on Council for a year and feels like Council has made great progress. Mayor Watts thanked Councilwoman Hildebran for her leadership, being the longest-served Council member on the current board.

CLOSED SESSION: Mayor Watts called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. At 6:45 p.m., Councilwoman Hildebran made a motion to recess into Closed Session pursuant to NC General Statute 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. Seconded by Councilwoman Lowman. The vote was unanimous.

At 7:09 p.m., Councilwoman Lowman made a motion to return to Open Session, seconded by Councilman Mears. The vote was unanimous.

ADJOURNMENT: At 7:10 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, January 9, 2023, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl