

AGENDA
www.townofvaldese.com

Town of Valdese Town Council
102 Massel Avenue SW, Valdese, NC

Monday, December 2, 2024
6:00 p.m., Valdese Town Hall, Council Chambers

The Town Council Meeting will be live-streamed on YouTube [@townofvaldese](https://www.youtube.com/@townofvaldese).

- 1. Call Meeting to Order**
- 2. Invocation** (Led by the Valdese PD Volunteer Chaplains)
- 3. Pledge of Allegiance**
- 4. Informational Items**
 - A. Communication Notes
 - B. Reading Material
- 5. Open Forum/Public Comment**
- 6. Consent Agenda**

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

 - A. Approval of Pre-Agenda Meeting Minutes of October 28, 2024
 - B. Approval of Regular Meeting Minutes of November 4, 2024
 - C. Approval of Agreement for Engineering and Design Services - Hoyle Creek Stream Restoration and Sidepath Trail
- 7. New Business**
 - A. Public Hearing – Valdese Weavers Mill Housing Bonds
 - B. End of Year Committee Reports
 - I. Facilities Review Committee – *Presented by Councilman Glenn Harvey*
 - II. Drug & Homeless Task Force – *Presented by Police Chief Marc Sharpe*
 - III. Merchants Advisory Committee – *Presented by Kevin Farris*
 - C. Resolution Adopting 2025 Town Council Meeting Calendar (*Council Discussion*)

- D. Council Appointments to Boards/Commissions/Committees (*Council Discussion*)
 - I. Planning Board/Board of Adjustments
 - II. Parks & Recreation Commission
 - III. Facilities Review Committee
 - IV. Efficiency Task Force Committee
- E. Ward 2 Vacancy (*Council Discussion*)
- F. Citizen Survey on Budget Priorities (*Council Discussion*)
- G. Adoption of Design-Build Establishment of Criteria (*Presented by Bo Weichel*)
- H. Approval of RFQ Design Build (*Presented by Bo Weichel*)
- I. Pool Structure Bids & Capital Campaign Discussion (*Presented by Parks & Rec Commission*)
- J. N.C. Parks & Recreation Trust Fund Accessible Parks Project Agreement (*Presented by Bo Weichel*)
- K. Budget Amendments (*Presented by Bo Weichel*)
 - I. Generator Docking Station
 - II. July 4, 2025 Independence Day Celebration

8. Interim Town Manager's Report

- A. Numerous events are scheduled for the month of December. A Holiday Event Calendar has been included in the reading materials for your reference. Please review the calendar for detailed information on upcoming activities.
- B. Town Offices Closed on December 24, 25, 26, 2024 in Observance of Christmas and January 1, 2025 in Observance of New Year's Day.
- C. Next Agenda Review Council meeting is scheduled for Monday, January 6, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall
- D. Next Regular Council meeting scheduled for Monday, January 13, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

9. Mayor and Council Comments

10. Adjournment

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

COMMUNICATION NOTES

To: Mayor Watts
Town Council

From: Town Clerk

Date: November 27, 2024

Subject: Monday, December 2, 2024, Council Meeting

6. Consent Agenda

A. Approval of Pre-Agenda Meeting Minutes of October 28, 2024

B. Approval of Regular Meeting Minutes of November 4, 2024

C. Approval of Agreement for Engineering and Design Services – Hoyle Creek Stream Restoration and Sidepath Trail

Funded by \$2.2 million of grant monies, this project consists of constructing a natural surface granular sidepath along Hoyle Creek and Lake Rhodhiss Drive including environmental evaluations, pedestrian bridge crossings and stream restoration work as necessary to endeavor to protect the sidepath and other improvements against stream migration and flooding to the extent practical. The project limits consist of 78.2 acres of wooded land along Lake Rhodhiss Drive NE including approximately 6,000 feet (1.1 miles) of Hoyle Creek.

This agreement covers the following three areas of engineering and environmental services:

1. Schematic and Routing Phase Services
2. Survey and Design Phase Services
3. Bidding and Award Phase Services

7. New Business

A. Public Hearing – Valdese Weavers Mill Housing Bonds

The Town Council will hold a Public Hearing at the December 2, 2024, regular Council meeting. This Public Hearing would provide an opportunity for citizens to voice support or concerns regarding the Town of Valdese's potential role as a conduit bond issuer for the Weavers Mill Housing Project. If approved, a bond resolution and acceptance proposal will need to be approved at the meeting, seeking the Town's designation as the bond issuer for the project.

Requested Action: Approval of the Resolution giving preliminary approval to issuance of multifamily housing revenue bonds for historic Valdese Weavers Mill.

B. End of Year Committee Reports

- I. Facilities Review Committee – Enclosed in the agenda packet is a final report that Councilman Harvey will present on behalf of the original committee.
- II. Drug & Homeless Task Force – Police Chief Marc Sharpe will present a report at the meeting.
- III. Merchants Advisory Committee – Kevin Farris will present a report at the meeting.

The Committees listed were established and approved by resolution. The resolution requires each Committee to submit a written report of its findings and recommendations to the Town Council annually by December 31 or as otherwise requested by the Council.

C. Resolution Adopting 2025 Town Council Meeting Calendar

Enclosed in the agenda packet are two proposed options for the 2025 Town Council Meeting Calendar, presented in the form of a Resolution requiring adoption. The primary distinction between the two options lies in the scheduling of the final four meetings of the year.

Requested Action: Adoption of either **Option 1** or **Option 2** as the 2025 Town Council Meeting Calendar.

D. Council Appointments to Boards/Commissions/Committees

Enclosed in the agenda packet is a list of citizens interested in serving on the Town's Boards, Commissions, and Committees.

The Town Clerk has identified four Boards, Commissions, or Committees with appointments expiring at the end of the year. Staff liaisons have reached out to members with expiring terms and have received resignations for some unexpired terms.

The Mayor and Council will need to make the following appointments and/or reappointments:

- I. **Planning Board/Board of Adjustments** – Three Board seats and one alternate seat (residency in the Town of Valdese required)
- II. **Parks & Recreation Commission** – Two seats (residency in the Town of Valdese required)
- III. **Facilities Review Committee** – Two seats
- IV. **Efficiency Task Force Committee** – Five seats

Interested citizens are encouraged to apply by submitting their applications to the Town Clerk. Applications can be accessed by clicking on this [link](#).

E. Ward 2 Vacancy

Council will review any applications received and discuss the process for making the final appointment. As of November 27, 2024, no applications have been submitted to the Town Clerk.

Interested Ward 2 citizens are encouraged to apply by submitting their applications to the Town Clerk. Applications can be accessed by clicking on the [link](#).

F. Citizen Survey on Budget Priorities

At the March 18, 2024, Citizens Budget Priorities meeting, the Town Council voted to adopt the 2024 Strategic Plan, developed with guidance from WPCOG. The Council will now consider the possibility of undertaking a similar planning process in preparation for the 2025-2026 budget.

Enclosed in the agenda packet is a proposal from WPCOG to assist the Town of Valdese in this effort.

G. Adoption of Design-Build Establishment Criteria

Enclosed in the agenda packet is the Police Department Design-build Criteria Statement. Pursuant to Session Law 2013-401 (HB 857) and NCGS 143-128.1A(b), which authorize the use of the design-build delivery method for construction projects, the Town of Valdese is submitting for approval the required criteria for adopting this method.

Requested Action: Adoption of the criteria for the use of the design-build delivery method and authorize Town staff to move forward with use of the design-build delivery method for the renovations and additions to the Police Department facility.

H. Approval of RFQ Design-Build

Enclosed in the agenda packet is the Request for Qualifications (RFQ) for Design-Build Services for the Police Department Facility Cost Comparison and Construction. The Town of Valdese seeks to initiate a RFQ process to select a qualified design-build team for a two-phase contract in the construction of a Police Department. The design-build method, approved under Session Law 2013-401 (HB 857) and NCGS 143-128.1A(b), allows for an integrated approach where a single team manages both design and construction, promoting efficiency and streamlined communication. Councilman Harvey provided information for Council to consider.

Requested Action: Approval of the Request for Qualifications for Design-Build Services for the Police Department Facility Cost Comparison and Construction.

I. Pool Structure Bids & Capital Campaign Discussion

Enclosed in the agenda packet is a certified bid tabulation, bid form from Houck Contracting, LLC, and a breakdown of the project costs for the construction of a permanent pool structure. A representative from the Parks and Recreation Commission will be at the meeting to present the bid and request Council to approve a capital campaign.

Requested Action: Approval of the Pool Structure bid and capital campaign.

J. N.C. Parks & Recreation Trust Fund Accessible Parks Project Agreement

Enclosed in the agenda packet is the N.C. Parks & Recreation Trust Fund Accessible Parks Project Agreement. As part of the process for award of grant funds, Council is requested to approve the N.C. Parks & Recreation Trust Fund Accessible Parks Project Agreement to be eligible for grant funds through a reimbursement process. The local government must first spend its own funds on the project and then be reimbursed. Once approved, the grant eligibility is valid for three years. If the project is not completed within three years, the grant funds are forfeited.

Requested Action: Approval of the N.C. Parks & Recreation Trust Fund Accessible Parks Project Agreement

K. Budget Amendments

I. Generator Docking Station

Enclosed in the agenda packet is a budget amendment covers the expenses for electrical work required to operate the generator at the Public Works facility.

II. July 4, 2025 Independence Day Celebration

Enclosed in the agenda packet is a budget amendment that includes the additional expenses associated with holding the Town-sponsored Independence Day celebration on July 4, 2025. The adopted budget includes funding this event at a “non-holiday” rate.

READING MATERIAL

NOVEMBER

8 of 97

Bluegrass at the Rock welcomes Authentic Unlimited

Nov. 2 @ 7:30pm - Tickets \$30 in advance & \$35 at the door - Old Rock School Auditorium
Order online at bluegrassattherock.com or call 828-879-2129

Valdese Town Council Meeting Nov. 4 - at 6pm

Town Hall Council Chambers - 102 Massel Ave SW | Agenda available at townofvaldese.com

Christmas in November Craft & Gift Show

Nov. 8 from 4-8pm, Nov. 9 from 9-2pm at the Old Rock School
\$2 admission per person - Enjoy handmade Christmas crafts from over 80 vendors

Valdese Recreation Basketball & Micro-Basketball Signups

Mid-November Sign Up | Go to valdese.recdesk.com for more information

Rock School Arts Foundation Exhibit & Competition

Nov. 15 - Dec. 31 - Free Reception Nov. 19 from 2-4pm | Middle & High Schools

Valdese Town Council Pre-Agenda Meeting - Nov. 18 - at 6pm

Town Hall Council Chambers - 102 Massel Ave SW | Agenda available at townofvaldese.com

Old Rock School Rededication Celebration & Ribbon Cutting

November 21st - 6pm to 8pm - Tours & Live Music by the Bobby Denton Band

Grateful Gobbler Coloring Contest sponsored by Farris Insurance

Posters available & entries may be submitted Nov. 1 - Nov. 21. Send photos of your completed gobbler to mangi@valdesenc.gov. Pete the Pilgrim will announce the winners on Nov. 22 (\$100, 1st place - \$75, 2nd place - \$50, 3rd place - \$25, 4th place)

SMALL BUSINESS SATURDAY Nov. 30 - Shop Small! Shop Local!

DECEMBER

Valdese Town Council Meeting December 2 - at 6pm

Town Hall Council Chambers - 102 Massel Ave SW | Agenda available at townofvaldese.com

Hatley Memorial Tree Lighting Celebration

December 3 at 6pm - Valdese Elementary

Valdese Annual Christmas Parade

December 7 @10am - Register at visitvaldese.com | Honoring Parade *Grand Marshal Larry Johnson*
Main Street - Church Street to Morgan Street

Trail of Lights at the Trail of Faith

Find out more at: waldensiantrailoffaith.org or by calling

Mingle with Kris Kringle

Enjoy a pancake Breakfast with Santa & Sparky! | 3 Sessions - 8:30, 9:30, 10:30am on December 9
\$4 per person - register online at visitvaldese.com

Old Colony Players presents Miracle on 34th Street

December 6-8 & 12-15 - Old Rock School Auditorium
Order Tickets by calling 828-522-1150, at the box office or online at oldcolonyplayers.com

Carolina Christmas Show - Dec. 20 @7pm - Dec. 21 @2pm & 7pm - Dec. 22 @2pm

Celebrate the joy and magic of Christmas at the 7th annual Carolina Christmas Show, a dazzling, fun-filled production with live music, dance, & comedy!

Old Rock School Auditorium - Tickets available at carolinaonstage.com

Holiday Closures - November 28 & 29, 2024 | December 24, 25 & 26, 2024

SEE THE FULL CALENDAR
AT VISITVALDESE.COM

VALDESE EVENTS CALENDAR

Community Affairs & Tourism Monthly Stats

November 2024

Tourism Statistics

visitvaldese.com views 5,971

townofvaldese.com views 7,027

Top 5 Pages Viewed (townofvaldese): Utilities, Recreation, Town Hall, Water Dept, Events

Facebook

of followers 19,641

Page Views (last 28 days) 503,785

Post Reach (last 28 days) 98,921

Facebook Reactions (last 28 days)

Interactions: 4,699 Link Clicks: 1,986

TOP FIVE AUDIENCE LOCATIONS (Cities): Morganton, Valdese, Hickory, Lenoir, Granite Falls

Approximate # of Visitors to the Tourism/CA Office 2,200

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	8
TEACHER'S COTTAGE	11
WALDENSIAN ROOM	14
CLASSROOMS	9
MAJOR EVENT (ENTIRE SCHOOL)	3

Major Events Held at the Old Rock School **Average Number of Attendees**

CINCS '24, WNC Benefit Concert, BR Christmas Edition 830

Monthly Old Rock School Rentals 42

Old Rock School Total Attendance 4,650

CA Summary for November 2024

November was busy as ever for the department with two key events taking place during the month: the annual Christmas in November Craft Show and the Old Rock School Re-Dedication Celebration, both of which were a tremendous success. The craft show took place Nov 8 & 9 and hosted over 80 handmade vendors with an estimated 2,000 attendees. Vendor sales were at an all time high and the staff received positive feedback with the quality and variety of vendors. The Re-Dedication ceremony went well as the Old Rock School was celebrated, post renovation. Over 100 attendees attended the event, featuring a ribbon cutting, speeches, and a free concert. Authentic Unlimited performed on November 2nd, selling over 380 tickets. The Grateful Gobbler Art Contest took place over the week of Thanksgiving, generously sponsored by Farris Insurance. Promotion and prep for a busy few first weeks of December are in full swing, as the department gets ready for the Tree Lighting, Parade, PJ Parade, and Mingle with Kringle breakfast.

OCTOBER 28, 2024, MB#32

**TOWN OF VALDESE
TOWN COUNCIL PRE - AGENDA MEETING
OCTOBER 28, 2024**

The Town of Valdese Town Council met on Monday, October 28, 2024, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, and Councilman Glenn Harvey. Also present were: Interim Town Manager Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Roger Heavner

A quorum was present.

Mayor Watts called the meeting to order at 6:00 p.m.

Tamika Garrison offered the invocation. Following the invocation, Mayor Watts led in the Pledge of Allegiance to the Flag.

Mayor Watts announced that Council Member Roger Heavner resigned from his position effective immediately.

NEW BUSINESS

REVIEW AND DISCUSSION OF NOVEMBER 4, 2024 PRELIMINARY AGENDA:

UNDER NEW BUSINESS:

PROCLAMATION FOR BURKE COUNTY, NC NONPROFIT DAY (AKA 1BURKEGIVES) Mayor Watts will present the Proclamation at the regular meeting.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

POOL STRUCTURE BIDS & CAPITAL CAMPAIGN DISCUSSION Interim Town Manager Bo Weichel reported on the public bid opening for the pool structure, which was held earlier today. Only one contractor attended. Mr. Weichel explained that per state law, a minimum of three bids is required; therefore, the project will need to be re-advertised. Following the re-advertisement, the law does not require a specific number of bids to proceed, regardless of the number received. The new bid opening is scheduled for November 14 at 11:00 a.m.

As no bids were formally submitted today, Mr. Weichel recommended postponing the Capital Campaign discussion until the next meeting.

Councilman Harvey noted that the single contractor who attended shared an estimate verbally and questioned whether the Council could see it, and was concerned that it was a conflict with state bidding statutes. Mr. Weichel clarified that while the contractor mentioned a general cost estimate, no formal bid was opened. Town Attorney Tim Swanson confirmed that the Town would re-advertise the project and follow the appropriate state-mandated procedures.

RESULT: MOVED TO THE NOVEMBER 18, 2024, MEETING AT 6:00 P.M.

REVIEW OF DESIGN-BUILD APPROACH TO 215 MAIN ST RENOVATION Interim Town Manager Bo Weichel reported that the Council held a workshop last week, during which they discussed pursuing a design-build process. He explained that the current plan is to proceed with an RFQ (Request for Qualifications) process, specifically for a combined Police and Fire building that could be located on the 200 Massel lot. Councilwoman Lowman inquired whether the Council could also explore the costs of renovating. Mr. Weichel responded that while this is an option, it would likely be more expensive. Councilwoman Lowman further asked if a combined facility could indeed fit on the 200 Massel lot. Mr.

OCTOBER 28, 2024, MB#32

Weichel noted that while this would need to be confirmed by a contractor, preliminary discussions with Talley-Smith suggested it would be feasible.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

200 MASSEL AVE FIRE STATION STATUS No other discussion was held.

- I. **Consideration of the design-build approach to the construction of the building**
- II. **Consideration of the design-build approach to site preparation**

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

CONSIDERATION OF APPROVAL OF CAPITAL PROJECT ORDINANCE – BERRYTOWN PROJECT

Interim Town Manager Bo Weichel said this Ordinance would set up the budget for the Berrytown Waterline project.

RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

CONSIDERATION OF APPROVAL OF BUDGET AMENDMENTS Interim Town Manager Bo Weichel stated that three amendments, each detailing associated costs, would be presented at the next meeting.

- I. **Hurricane Helene Storm Response and Repairs**
- II. **Public Works Generator**
- III. **Water Plant Filter Console Controller and Programmable Logic Controller Uplift**

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

LEAD SERVICE LINE INVENTORY PROJECT UPDATE Mayor Watts said that McGill Associates would present this update at the Regular meeting.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

PROJECT UPDATES (PENDING AND ONGOING) Mayor Watts said that this would be presented at the Regular meeting.

- I. **Hoyle Creek Excavation and Construction**
- II. **Lovelady to Lakeside Park Sidewalk Project**
- III. **DOT Resurfacing Agreement**

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON NOVEMBER 4, 2024, AT 6:00 P.M.

INTERIM MANAGER’S REPORT: Interim Town Manager Bo Weichel will report at the November 4, 2024, meeting.

ADJOURNMENT: At 6:15 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Ward. The vote was unanimous.

Town Clerk

Mayor

NOVEMBER 4, 2024, MB#32

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
NOVEMBER 4, 2024**

The Town of Valdese Town Council met on Monday, November 4, 2024, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, and Councilman Glenn Harvey. Also present were: Interim Town Manager Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: Ward 2 Vacant Seat

A quorum was present.

Mayor Watts called the meeting to order at 6:00 p.m.

Rev. Dr. Josh Lail, pastor of the Valdese First Baptist Church offered the invocation. Following the invocation, Mayor Watts led in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

RESOLUTION OF APPRECIATION – RETIRING PLANNING DIRECTOR LARRY JOHNSON: Mayor Watts presented Mr. Johnson with a Resolution of Appreciation:

Whereas, Larry Johnson began his career with the Town of Valdese on May 16, 1979, retiring after 32 years of service on May 21, 2011, but returned part-time shortly after, demonstrating a deep commitment to the Town; and

Whereas, over the past 45 years, **Larry Johnson's** leadership and expertise have greatly benefited Valdese, shaping its growth and enhancing residents' quality of life; and

Whereas, Larry Johnson has exemplified professionalism in managing the planning and zoning needs of the community, balancing growth with preservation, and fostering a collaborative approach to sustainable development that has contributed to the economic, environmental, and social well-being of Valdese; and

Whereas, Larry Johnson has been pivotal in transformative projects, including affordable housing initiatives, new subdivisions, sidewalk infrastructure, and the relocation of Town Hall, as well as establishing Citizens for Affordable Housing, which provided new homes for low- and moderate-income first-time homebuyers; and

Whereas, Larry Johnson's impact extends beyond Valdese through his service on numerous boards and committees, including the Planning Board/Board of Adjustments, WNC Railroad, Animal Control Appellate Board, Street Paving Panel, and Burke United Christian Ministries. Additionally, he was a committed member of the Burke County Affordable Housing Task Force, Burke Hospice & Palliative Care Board, and he served as Vice-Chair of the UNC Health Quality and Patient Safety Committee, making a difference across the community; and

Whereas, throughout his career, **Larry Johnson** has built countless meaningful relationships with both citizens and colleagues, leaving behind a legacy of wisdom, thoughtful guidance, and memorable expressions, such as his well-known phrases: "Be comfortable with your uncomfortableness," "Word on the Street," "It would behoove you," and his use of insightful terms like "privy" and "cognizant" and consistently emphasized the "Four C's" Christ, Compromise, Commitment, and Communication. At the end of each day, he always offered his signature reassurance: "Call me if you need anything and give my regards"; and

Now, Therefore, Be It Resolved, that the Town of Valdese expresses its heartfelt appreciation to **Larry Johnson** for his years of outstanding service, commitment, and contributions as Planning Director, and extends best wishes for his future endeavors; and

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Be It Further Resolved, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to **Larry Johnson** for his service and leadership to the Town of Valdese during the past 45 years and extends congratulations and best wishes upon his 2nd retirement.

Adopted this the 4th day of November, 2024.

/s/ Charles Watts, Mayor

APPOINTMENT OF COUNCILPERSON – BRADY LINKOUS, 301 ST. GERMAIN AVE SE: Mr. Linkous expressed concern over Councilman Harvey's leadership and its impact on the town. Mr. Linkous criticized Councilman Harvey for his handling of the municipal building issue, the delayed hiring of a town manager, and low employee morale due to frequent changes in leadership and public criticisms of staff. Concerns were also raised about Councilman Harvey's approach to public safety and his attempts to limit staff comments during meetings. Mr. Linkous urged the Council to assert themselves, involve the community in decisions like the Ward 2 appointment, and prioritize open, inclusive leadership. Mr. Linkous emphasized the importance of holding leaders accountable for the town's progress.

POOL COVER – NANCY TUCKER, 210 FOREST DR NE, VALDESE: Ms. Tucker provided the Town Clerk with a copy of her public comment.

I am here once again to talk about our Valdese Recreation Swimming Pool and the need for the permanent building to insure access to year round swimming.

The Recreation Center is doing everything possible to keep us swimming. There are blankets placed over the water each evening to help keep the water warm. The blankets are removed each morning when the outside temperature is 40 degrees or above or the blankets are removed in the afternoon if the mornings are too cold. We have been so very fortunate with the warm weather lately that many swimmers continue to show up and are enjoying the 80-degree pool water. Even the high school swim teams are still practicing in Valdese. This is even more important because at our pool, there are starting blocks for the swimmers to practice their starts – something that is not offered at other county pools. Swimming outdoors in November in Valdese is only possible because of the nice weather and the hard work of the Valdese Rec staff. I want to thank them for their dedication. They are doing an amazing job.

You may only want to hear from Valdese residents about the desire for the permanent pool building, but there are many non-residents that use our pool. These people bring in extra revenue with their recreation memberships, pool parties and they do spend money in our town while here. So the availability of year round swimming is important to our area, the youth and adults, more than just our town.

The bids for construction of the pool building will be in soon, maybe by next week. I hope you, all council members, are ready to take positive action, move forward and get this permanent pool structure approved. Valdese Town Council has many important issues on the agendas but by next month you have the chance to get this one project started and off your agendas and get some positive news coming out of Valdese Town Council. *Be more like*

Larry Johnson: be responsive to the needs of the people

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REPLACING COUNCIL MEMBERS – JEAN-MARIE COLE, 705 BERTIS ST, VALDESE: Ms. Cole expressed concerns about the recent process for replacing a mid-term council member. Ms. Cole felt the intention was to fill the position quickly to ensure Ward representation during ongoing projects; however, the approach caused delays and public dissatisfaction. Issues included the lack of input from Ward residents, perceptions of secrecy and "backdoor politics," and the loss of a qualified candidate. Ms. Cole proposed a clearer process: allowing Ward residents to submit resumes within two weeks, giving the council two weeks to review candidates, and making an appointment at the December meeting to ensure readiness for January projects. Ms. Cole also suggested establishing a transparent, public procedure for future mid-term replacements to prevent similar challenges.

JULY 4 DATE – JIM JACUMIN, 3690 MILLER BRIDGE RD, CONNELLY SPRINGS: Mr. Jacumin shared the story of Red Gibson, a local veteran whose patriotism and dedication profoundly impacted the community. Mr. Jacumin said Red lived humbly in various makeshift homes, and was known for wearing military attire and marching daily to the overhead bridge in Icard with an American flag. Mr. Jacumin noted that tragically, Red was murdered in 2004, which was a loss deeply felt by his family and the town. Mr. Jacumin emphasized the sacrifices of veterans like Red, urging the Council to honor their legacy by preserving the significance of July 4. He reminded everyone that the freedoms enjoyed today are the result of immense sacrifices, calling for thoughtful consideration of actions impacting this sacred day.

HURRICANE DISASTER/4 JULY – BLENDIA ICARD, 409 PINEBURR AVE SW, VALDESE: Ms. Icard shared her experience of losing her home during the recent hurricane when a tree destroyed her house. Ms. Icard shared despite temporarily relocating 20 miles away; she is committed to rebuilding in Valdese, emphasizing her deep love for the town. Ms. Icard praised the Police, Fire Department, and Public Works for their exceptional service and care during the disaster. Ms. Icard also highlighted the importance of preserving Valdese's charm and community spirit, including its Fourth of July celebrations, which draw visitors from across the region. Ms. Icard would like to see it celebrated on the fourth. She expressed heartfelt gratitude to town employees for their compassion and encouraged efforts to keep Valdese a great place to live, work, and visit.

TRANSPARENT – RICK MCCLURD, 408 GARROU AVE SE, VALDESE: Mr. McClurd shared concerns about transparency in the process of filling town council seats, citing his own experience when applying for Ward 1. Mr. McClurd recounted confusion over Ward boundary changes that had not yet been finalized but were used to disqualify his application. Mr. McClurd said that the decision appeared to be influenced by individuals in Town Hall who did not want them considered for the position. Mr. McClurd also highlighted examples of perceived favoritism and lack of transparency in other Council appointments. He referenced instances where candidates were selected or disqualified without proper procedures, including appointing individuals who had not submitted resumes. Mr. McClurd emphasized the importance of focusing on qualifications rather than personal preferences and called for greater transparency and fairness in Council decisions.

CONSENT AGENDA: (enacted by one motion) Councilman Harvey removed two items from the Consent Agenda: A - Approval of Regular Meeting Minutes of October 7, 2024 and D - Approval of Ordinance Declaring Road Closures for the Town of Valdese 2025 Annual Events.

APPROVED CLOSED SESSION MINUTES OF OCTOBER 7, 2024

APPROVED PUBLIC SAFETY BUILDINGS WORKSHOP MINUTES OF OCTOBER 24, 2024

APPROVED CAPITAL PROJECT ORDINANCE – BERRYTOWN PROJECT

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TOWN OF VALDESE
 BERRYTOWN WATERLINE PROJECT
 CAPITAL PROJECT BUDGET ORDINANCE
 CDBG-I PROJECT NO.: 18-I-3094
 CDBG-I PROJECT NO.: 23-I-4160
 CDBG-NR

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 **Berrytown Waterline Project** which will replace approximately 8,215 LF of water lines to serve 81 homes, community fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive in Burke County (project area). A \$56,000 portion of the grant will be utilized for planning purposes. This grant will fund the engineering report, environmental review record, and administrative tasks such as development of compliance plans and project reporting.

Through a CDBG-NR grant, the Town will upgrade waterlines and service connections to approximately fifty (50) low and moderate income households located along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. All of the CDBG-NR funds will benefit low- and moderate-income persons.

Total project costs are \$3,036,775 and will be 100% funded by CDBG-I and CDBG-NR grants.

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>
CDBG-I Planning Grant	56,000	55.3000.000
CDBG-I Construction Grant	2,180,775	55.3000.001
CDBG-Neighborhood Revitalization Grant	800,000	55.3000.002

	\$ 3,036,755	
	=====	

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Planning-Engineering Report (ER)	26,000	55.8120.000
Planning-Environmental (EID)	25,000	55.8120.001
Planning-Administration (CP&FHP)	5,000	55.8120.002
Construction-Water Improvements	2,013,098	55.8120.003
Construction-Administration	167,677	55.8120.004
Water Connections (CDBG-NR)	763,225	55.8120.005
COG Administration (CDBG-NR)	33,275	55.8120.006
Planning (CDBG-NR)	3,500	55.8120.007

	\$ 3,036,755	
	=====	

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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 Utility 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 November 2024.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Harvey made a motion to approve the aforementioned items on the Consent Agenda, seconded by Councilwoman Ward. The vote was unanimous. Motion carried.

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

A - APPROVED REGULAR MEETING MINUTES OF OCTOBER 7, 2024

1st Motion: Councilman Harvey made a motion to amend the October 7, 2024 Town Council Minutes by replacing the summary of the Police Chief's 25-minutes presentation with a simple reference to the complete video recording of the presentation that is available on the Town's YouTube channel, seconded by Councilwoman Ward.

Discussion: Councilman Harvey does not feel the summary does justice to the presentation or Town employees and is not pertinent to what was on the table. Councilwoman Ward would like for more of what Chief Sharpe said to be shared because it was important information. Councilwoman Lowman feels that being in the minutes is a good way to share that information. Councilman Harvey said it was not a verbatim transcript; it is a summary and noted that there were mistakes and typos.

2nd Motion: Councilwoman Ward made a motion to table the approval of the minutes until the next Council meeting so we can see what the mistakes are, seconded by Councilman Ogle.

Vote: Councilman Ward – Yes, Councilman Ogle – Yes, Councilman Harvey – No, Councilwoman Lowman – No. Due to the tie vote, Mayor Watts voted No to table it.

Mayor Watts said since the motion to table the minutes was not passed, we would go back to the first motion for voting. Motion failed.

Back to 1st Motion: Councilman Harvey made a motion to amend the October 7, 2024 Town Council Minutes by replacing the summary of the Police Chief's 25-minutes presentation with a simple reference to the complete video recording of the presentation that is available on the Town's YouTube channel, seconded by Councilwoman Ward.

Vote: Councilwoman Lowman – No, Councilman Harvey – Yes, Councilman Ogle – No, Councilwoman Ward – No, Motion failed.

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3rd Motion: Councilwoman Ward made a motion to approve the regular meeting minutes of October 7, 2024, as presented, seconded by Councilwoman Lowman. The vote was unanimous. Motion carried.

D - NOT APPROVED - ORDINANCE DECLARING ROAD CLOSURES FOR THE TOWN OF VALDESE 2025 ANNUAL EVENTS

WHEREAS, the Town of Valdese desires to schedule an Fireworks Friday Night, 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:

2025 Fireworks Friday Night (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on June 27, 2025 from 5:00 PM until 11:00 PM.

2025 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 8, 2025 from 5:00 PM until 11:00 PM.

2025 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 9, 2025 from 5:30 AM until 11:00 PM.

2025 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 31, 2025 from 3:30 PM until 6:30 PM.

2025 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 6, 2025 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.

Councilman Harvey raised concerns that earlier this year, in June, he received complaints from local restaurant owners about the Town of Valdese being closed on July 4. He noted that residents had to visit neighboring towns to celebrate, which impacted local businesses financially. He reminded the Council of his prior inquiry in June about plans for July 2025, especially with July 4 falling on a Friday. While open to alternatives, Councilman Harvey emphasized the need for clear reasoning if the celebration is scheduled earlier than the actual holiday. He suggested postponing action on this matter until an independent study could gauge residents and businesses' preferences for celebrating Independence Day and would make that in a motion, Councilwoman Ward seconded it.

Councilwoman Ward expressed her strong support for celebrating on July 4, referencing the initial discussions in 2013 about combining the event with Family Friday Night. She highlighted that the last time Valdese celebrated the holiday on a Friday was in 2014 and advocated for a major celebration in 2025.

Councilman Harvey clarified that he had not made a formal motion and was seeking input from other Council members.

Councilwoman Lowman stated she was open to reviewing the costs of holding the event on July 4 and agreed that a thoughtful approach and further study were necessary.

Councilwoman Ward made a motion to hold the 2025 Independence Day celebration on Friday, July 4, seconded by Councilman Ogle. The vote was unanimous. Motion carried.

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Mayor Watts directed Interim Town Manager Bo Weichel to provide a cost analysis for holding the event on July 4. Councilman Harvey noted that the cost for the Independence Day celebration comes out of next year's budget.

NEW BUSINESS

Councilwoman Lowman made a motion to add Ward 2 Vacancy to the agenda, seconded by Councilwoman Ward. The vote was unanimous. Motion carried.

ADDED: WARD 2 VACANCY

1st Motion: Councilwoman Lowman made a motion to authorize the Manager to solicit nominations and applications from the community for the vacant Ward 2 Town Council seat so that we can consider all interested qualified applicants for the position, seconded by Councilwoman Ward.

Discussion: Councilman Harvey asked if we were going to ask for applications and resumes or just applications. Councilwoman Lowman said just applications. Councilman Harvey would like to have a time limit on submitting applications. Councilwoman Lowman said that in the past, interested citizens have submitted a resume as well. Councilman Harvey reviewed the process in 2022 and was concerned about issues it brought.

2nd Motion: Councilman Ogle made a motion to amend the original motion to add a resume process, seconded by Councilwoman Ward. The vote was unanimous. Motion carried.

3rd Motion: Councilwoman Ward made a motion to amend the original motion to extend the application process to December 2, seconded by Councilman Ogle.

Discussion: Councilman Harvey is concerned that December 2 is too soon for people to submit applications. Councilman Ogle would like to see it stay open until the first meeting in January 2025.

Vote: The 3rd motion failed.

4th Motion: Councilman Ogle made a motion to leave the application process for Ward 2 until January 6, 2025, seconded by Councilwoman Lowman. The vote was unanimous. Motion carried.

5th Motion: Councilwoman Lowman made a motion to authorize the Manager to solicit nominations and applications from the community for the vacant Ward 2 Town Council seat so that we can consider all interested qualified applicants for the position, adding two amendments: resume requirement to the application process, and amendment to leave the application process open until January 6, 2025, seconded by Councilwoman Ward. The vote was unanimous. Motion carried.

PROCLAMATION FOR BURKE COUNTY, NC NONPROFIT DAY (AKA 1BURKEGIVES) Mayor Watts read 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, December 3, 2024, in observance of "Burke County, NC

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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, December 3, 2024, 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.

/s/ Charles Watts, Mayor

Sherry Watts, Treasurer for Burke County United Way accepted the Proclamation and shared more information about the 1BurkeGives day on Tuesday, December 3, 2024. For more information visit 1burkegives.org.

JULY 4 BUDGET CLARIFICATION: Mayor Watts requested clarification on the budget for the July 4 event from Interim Town Manager Bo Weichel. Mr. Weichel explained that the activities for the July 4 celebration must be booked in advance, and as a result, the associated costs are accounted for in the current year’s budget as prepaid expenses.

REVIEW OF DESIGN-BUILD APPROACH TO 215 MAIN ST RENOVATION Councilwoman Lowman has talked to many citizens that are excited that we purchased the building at 215 Main Street and that we were looking to put a Police Department on Main Street.

Councilwoman Lowman made a motion that we authorize the Manager to issue a request for qualifications for design-build of a Public Safety Building in two phases, Phase one shall consist of the schematic design for comparison of budgetary purposes of **1.** A Police Department at 215 East Main Street, Valdese and **2.** A combined Fire and Police Department at 200 Massel Ave SW, Valdese. Phase two – The Manager shall present a DBIA contract for either the renovation of a Police Department at 215 East Main Street or a DBIA contract for construction of a combined Fire and Police Department at 200 Massel Ave SW. The options for the Phase 2 contract shall be based upon the general contractors professional input of each construction option, as well as the budgetary schematic design completed in Phase one for Councils consideration. This will look at both areas and give up input with renovating the 215 East Main Street and then what the cost would be for design-build with a Fire and Police Department at the 200 Massel Ave site that is next to the Town Hall, seconded by Councilwoman Ward.

Councilman Harvey noted that all the numbers that have been presented to date is summarized in the agenda packet.

Vote: The vote was unanimous. Motion carried.

200 MASSEL AVE FIRE STATION STATUS Mayor Watts noted that this matter had already been discussed.

- I. **CONSIDERATION OF THE DESIGN-BUILD APPROACH TO THE CONSTRUCTION OF THE BUILDING**
- II. **CONSIDERATION OF THE DESIGN-BUILD APPROACH TO SITE PREPARATION**

APPROVED BUDGET AMENDMENTS

- I. **HURRICANE HELENE STORM RESPONSE AND REPAIRS** Interim Town Manager Bo Weichel presented the following Budget Amendment for Hurricane Helena Storm damages that will be reimbursed by FEMA and insurance. Mr. Weichel noted that the funds will come out of our Fund Balance but will be put back in when reimbursed.

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Valdese Town Council Meeting

Monday, November 4, 2024

Budget Amendment # 4-10

Subject: Hurricane Helene storm response and repairs

Description: This will adjust the budget to account for the costs involved across all departments in both the General and Utility funds. Costs include damages to equipment, materials and items necessary for storm response, electrical contractor, and additional overtime required from employees. These costs will be submitted for reimbursement by a combination of FEMA and insurance.

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, 2025:

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

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		31,776
30.3990.000	Utility Fund Balance Appr.		679,817
Total		\$0	\$711,593

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4250.021	Overtime	212	
10.4350.021	Overtime	732	
10.5600.021	Overtime	1,263	
10.5800.021	Overtime	350	
10.4350.150	Maintenance and Repairs	8,716	
10.6200.151	Park Repairs	15,428	
10.6250.150	Maintenance and Repairs	5,075	
30.8100.021	Overtime	8,024	
30.8110.021	Overtime	232	
30.8120.021	Overtime	1,883	
30.8110.160	Maintenance and Repairs	158,085	
30.8100.130	Generator Fuel	9,464	
30.8100.160	Maintenance and Repairs	502,129	
Total		\$711,593	\$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 Ward made a motion to approve the Budget Amendment 4-10, seconded by Councilwoman Lowman. The vote was unanimous. Motion carried.

- II. **PUBLIC WORKS GENERATOR** Interim Town Manager Bo Weichel presented the following Budget Amendment for a Public Works generator. Mr. Weichel noted that during Hurricane Helena, Public Works was without power and could not run the pumps for gas and diesel fuel. A private company had to lend us a generator, which helped during this situation. Mr. Weichel said this generator would be towable so it could be used at other facilities with the right connections in place. Mr. Weichel noted that this is just for the generator and we would have to do another budget amendment for the connections.

Budget Amendment # 5-10

Subject: Public Works Generator

Description: This amendment stems from the need for a generator at the Public Works facility. During this recent emergency response, the Town's main response team was out of power for several days until a generator owned by a private company was loaned to Public Works so they could efficiently operate. This purchase would be for a towable generator allowing versatility of use during power outages if PW still has power.

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, 2025:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		33,000
	Total	\$0	\$33,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4250.740	Capital Outlay	33,000	
	Total	\$33,000	\$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 Harvey made a motion to approve the Budget Amendment to purchase a Public Works generator, seconded by Councilwoman Lowman. The vote was unanimous. Motion carried.

- III. **WATER PLANT FILTER CONSOLE CONTROLLER AND PROGRAMMABLE LOGIC CONTROLLER UPLIFT** Interim Town Manager Bo Weichel presented the following Budget Amendment for a Water Plant Filter console controller and programmable logic controller uplift. Mr. Weichel noted that this was not storm related, it is in our CIP for the future but the units are failing and we need to take action now. Mr. Weichel shared a few pictures with the Council to explain why it is needed at this time.

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Raw Water Intake

Four pumps:
3 @ 4160 volts
1 @ 480 volts



Pumps 1, 2, & 3



Motor Control Cabinet

4160 volts
One each for pumps 1, 2, & 3



Motor Control Cabinet
internal parts that
were underwater



Motor Control Cabinet
for Pump #4 @ 480 volt

Older unit was able to activate
to help us limp the water plant along.

In the meantime, parts were taken off
one of the 4160 volt units at the
Finish Water Pump Station
to reenergize one of the
4160 volt units at the
Raw Water Pump Station

Eaton (manufacturer of the MCC's)
has been on site for testing and inspection.
They have ordered the parts needed to get
our main pumps back to operating.



Budget Amendment # 1-30

Subject: Water Plant filter console controller and programmable logic controller upfit

Description: To prevent flooding inside the Water Treatment facility, this amendment is to replace the filter effluent valve controller (six total) with a touch screen panel , these are all mounted on top of the filter console. The current digital controllers are failing which is causing the valves to not operate correctly. Each filter console inside the cabinet will all be upfitted with PLC's which will control the filter height that a operator will input on the touch screen controller.

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, 2025:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appr.		37,380
	Total	\$0	\$37,380

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.740	Capital Outlay	37,380	
	Total	\$37,380	\$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 Ward made a motion to approve Budget Amendment 1-30, seconded by Councilwoman Lowman. The vote was unanimous. Motion carried.

LEAD SERVICE LINE INVENTORY PROJECT UPDATE RJ Mozeley with McGill Associates provided an update on federal regulations impacting the Town’s drinking water, specifically the Environmental Protection Agency’s (EPA) Lead and Copper Rule. This rule requires all public water systems to develop an inventory of service lines, including those owned by the Town (from the meter to the main line). The Town began this process over a year ago and successfully secured funding, including principal forgiveness and a 0% interest loan, to support the work.

Mr. Mozeley noted that a desktop analysis was completed, and the Town submitted its initial inventory to the state agency on October 16, 2024. This analysis identified properties with unknown materials or galvanized service lines (treated as lead under the rule) for further investigation.

Next steps include:

1. Public Notification: By mid-November, letters must be sent to affected properties, detailing their status (unknown or galvanized).
2. Follow-Up Testing: Early 2025 will see “soft digs” to physically verify service line materials, reducing unknowns before the October 16, 2025, deadline when replacement mandates take effect.

Mr. Mozeley emphasized that routine testing has never detected lead in the Town’s water system, and no lead service lines have been identified through the desktop analysis. However, residents may have questions after receiving the letters, and Town staff and Council members should be prepared to address concerns.

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Councilman Ogle inquired about the availability of grant funding to assist with this project. Mr. Mozeley explained that some funding for the inventory phase is derived from the Bipartisan Infrastructure Legislation. He added that while federal funding is available for the construction phase, it is likely not in the form of grants. Mr. Mozeley also noted that if funding is used to replace a service line, the replacement would need to extend all the way to the house.

PROJECT UPDATES (PENDING AND ONGOING)

- I. **HOYLE CREEK EXCAVATION AND CONSTRUCTION** Interim Town Manager Bo Weichel said the project is fully funded with \$2.2 million in grant money, including ARPA funds, and focuses on stream restoration and constructing a safe walkway alongside the road. This initiative addresses safety concerns by diverting pedestrians from the road onto a cinder path that connects to the park. Several qualified firms were interviewed through the RFQ process, and the most qualified firm has been selected. Mr. Weichel noted that contract negotiations are ongoing, with adjustments primarily focused on pricing. The goal is to present the agreement for approval at the December meeting. As ARPA funds must be spent by the end of 2026, there is urgency to move the project forward despite challenges with contractors.

- II. **LOVELADY TO LAKESIDE PARK SIDEWALK PROJECT** Interim Town Manager Bo Weichel said the Lovelady to Lakeside Park Sidewalk Project involves an 80/20 funding match, with the Town's share estimated at \$286,000, spread over three to four years. The project is reimbursement-based, requiring the Town to front costs and receive 80% reimbursement. Mr. Weichel notes the municipal agreement between NCDOT and the Town, required for federally funded projects, is still under review by NCDOT's Local Programs Office. Once approved, the Council will authorize it, enabling a request for funding authorization from the Federal Highway Administration for preliminary engineering and design. Mr. Weichel said while the goal was to have the agreement ready for the December agenda, delays at NCDOT may push this to January 2025. The WPCOG has been assisting with the project, with staff transitioning to get up to speed. This sidewalk will provide a safer pedestrian route along Lovelady Road, connecting the community to Lakeside Park.

- III. **DOT RESURFACING AGREEMENT** Interim Town Manager Bo Weichel noted the Lead Service Line Inventory Project involves identifying and addressing unknown water service line materials. Of approximately 4,000 customer accounts, 60 are confirmed galvanized, while the rest remain labeled as unknown. The process may require soft digs, including some in the middle of streets, potentially impacting street resurfacing plans. Mr. Weichel emphasized the need to coordinate these projects to avoid paving over areas that may later need excavation.

DOT project – Mr. Weichel shared he reached out to the assigned contact, District 13 Engineer Travis Henley, for updates following a recent storm. Mr. Henley advised that due to significant storm damage in western North Carolina, DOT resources, including the paving contractor Maymead, are being redirected to address \$5 billion in recovery work, including \$700 million for I-40 repairs. Given these challenges, Mr. Henley suggested the Town consider administering its own contract for paving. Efforts to follow up with Henley have been delayed due to his emergency workload, leaving limited progress on the DOT project. Discussion for the need to pause paving plans until the lead service line inventory is further along to avoid resurfacing streets that may later be disturbed for utility work was discussed.

INTERIM MANAGER'S REPORT: Mr. Weichel presented the following announcements:

Numerous events are scheduled for the months of November and December. A Holiday Event Calendar has been included in the reading materials for your reference. Please review the calendar for detailed information on upcoming activities.

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Town Offices Closed on November 11 in Observance of Veterans Day & November 28 & 29, 2024 in Observance of Thanksgiving

Next Agenda Review Council meeting is scheduled for Monday, November 18, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

Next Regular Council meeting scheduled for Monday, December 2, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

MAYOR AND COUNCIL COMMENTS: Councilwoman Lowman asked Mr. Weichel to update the Council on where we are at with the estate sale on 215 Main Street East. Mr. Weichel said as part of the Police Department renovation project, the first step involved the department tagging items they deemed necessary to keep. Following this, staff, including the Town Clerk, Ms. Lail, and Chief Sharp, documented all remaining items through photographs to create an inventory. These photos were shared with several auction companies to gauge interest. Two companies, Deitz Auction and Auctions Unlimited, declined due to a lack of viable items. Heavner Auction reviewed the photos but expressed no interest, aside from a safe the Police Department had already retained for their use. Iron Horse Auction conducted an on-site visit but did not proceed with an auction. With no viable auction options, staff moved the tagged items out of the building and relocated the remaining furniture downstairs. Local businesses and the merchants committee were then invited to claim any items that could be repurposed.

Councilwoman Ward expressed gratitude for the work of Patriot Relief, which has been in Valdese building 30 temporary tractor sheds for individuals living in tents in the mountain regions. These efforts include providing mailboxes, donated anonymously, to help recipients receive FEMA checks and complete necessary paperwork, addressing challenges often overlooked. Samaritan's Purse was also praised for their extended relief efforts in Watauga County, with operations continuing until November 30. Councilwoman Ward encouraged others to volunteer; noting how the experience offers a deeper appreciation for what we often take for granted and highlights the blessings in Valdese compared to the devastation elsewhere. Patriot Relief and Samaritan's Purse were commended for their contributions, with a call for contractors, electricians, and volunteers to join their efforts. Those interested can contact Star Franklin or Lee Brown, who are leading local initiatives. Councilwoman Ward encouraged the community to keep affected mountain residents in their thoughts and prayers.

Councilman Harvey provided a copy of his comments to the Town Clerk:

"The western part of NC has never known more weather-related death and destruction than Hurricane Helene, which roared through here on September 27. The response from the survivors of Helene across the State, especially from Catawba County westward, has been nothing short of amazing. The outpouring of love for fellow mankind has been unprecedented in thousands of examples, showcasing our community's unity and strength in the face of adversity received national news coverage, if not as much as it should have.

Hundreds, if not thousands of Valdese residents have been helping the victims of Helene in numerous ways – from contributions of time and money. The contributions have been made through dozens of local churches and countless nonprofit organizations that many of us had never heard of. Many of those operations, such as Samaritan's Purse, Mercy Chefs, Crowdsourc, the Cajun Navy, and other national agencies, set up base camps in tents in the mountains and on church campuses, establishing communication centers for their operations and with remote residents through Starlink's broadband internet. While we have been reading about relief missions in Morganton, Long View, and other neighboring towns, there did not appear to be a Valdese-based event that merited news coverage until this past weekend. A nonprofit group of Realtors and contractors descended upon Valdese Friday. Approximately 100 volunteers from across NC, SC, and GA unloaded shells and materials on Church Street to construct twenty-three buildings to house people in Swannanoa and other communities living in tents where their homes once stood.

As those insulated shelters, complete with generators, refrigerators, mattresses, and lights, are being delivered to desperate but thankful people, are we reading about Valdese's role in this unique relief effort? No, and that is the sad segue to my second topic.

Valdese employees learned about this project midweek, and our police and public works staff immediately jumped in and offered support. Otherwise, that was about it. Did our town newsletters inform citizens about this wonderful, Valdese-based demonstration of love and hope? Friday's did not—perhaps another day. And what about our local news media? Last Friday, all of the local newspapers and TV stations in Asheville and Charlotte were notified of this Valdese event.

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What have we read about Valdese in local newspapers since Friday? HATE—and that is a sad commentary on the publicity given to Valdese.

HATE promotes readership, whereas LOVE doesn't deserve coverage. The Saturday edition of one of our local papers gives special placement to the most hateful email messages ever sent to the Valdese Town Council. That message of hate that Roger Heavner received was what drove him to resign. That messenger of hate is the most powerful force in Valdese. His message of hate determines who will or will not serve on the Valdese Town Council.

This is a sad place for our town to be, with the examples of love of humanity all around us.”

Mayor Watts thanked Councilwoman Lowman and Councilwoman Ward for their multiple trips to the mountains and the supplies and donations that were delivered. Mayor Watts shared that Treats in the Streets and the Bluegrass concert at the Old Rock School had big turnouts. Mayor Watts announced that Larry Johnson would be the 2024 Grand Marshal for this year's Christmas Parade. Mayor Watts noted that Mr. Johnson was the longest serving employee the Town has ever had.

ADJOURNMENT: At 8:15 p.m., there being no further business to come before Council, Councilwoman Ward made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

Town Clerk

Mayor

jl

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2024, 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 **Hoyle Creek Stream Restoration and Sidepath Trail** as generally described in Attachment "A" (The "Project"), and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the Project; serve as OWNER's professional engineering representative for the Project; and shall provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under its supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall assist in the pursuit of obtaining, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with applicable federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by it in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 Schematic & Routing Phase – Develop Sidepath and Stream Restoration Plan:

- 2.1.1 Meet with representatives from Town Staff to initiate communications, define schedules, discuss approvals and potential future projects, gather preliminary initial data and information to fully determine the requirements for the project.
- 2.1.2 Conduct initial field investigations, evaluate existing conditions, and consult with Town Staff to recommend sidepath layout.
- 2.1.3 Complete a jurisdictional determination of the project area. The jurisdictional determination will include a delineation of the project area by McGill Associates, PA Environmental Specialists performed in accordance with the guidelines and standards of the US Army Corps of Engineers (USACE) - Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0), and the NC Division of Water Resources (NCDWR) – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11. Any jurisdictional areas found on the property will be flagged and located with Global Positioning System (GPS) accuracy in the field.
- 2.1.4 Survey Federally listed Threatened and Endangered Species in accordance with the Endangered Species Act of 1973. Any listed species occurrence or potential habitat areas found on the property will be flagged and located with GPS accuracy in the field. Based on findings, McGill Associates, PA will coordinate with the US Fish and Wildlife Service.
- 2.1.5 Locate jurisdictional wetlands and waters and T&E species or potential habitat with sub-meter accuracy utilizing an Arrow 100 submeter Global Navigation Satellite System (GNSS) receiver GPS and the subsequent differential correction of that data. GPS points may demonstrate uncorrectable errors due to topography, vegetative cover, and/or multipath signal error. The provided digital map will be intended for informational purposes only and should not be used to determine precise boundaries, roadways, property boundary lines, nor legal descriptions. The map shall not be construed to be an official survey of any data depicted.
- 2.1.6 During the site visit McGill will characterize current stream including:
 - a. Presence, health and supporting habitat of macro invertebrates.
 - b. Assess the condition of the riparian buffer and overbank connectivity during flood flows.
 - c. Assess stream form noting stable channel sections versus areas of channel incision and confining structures.
 - d. Assess sediment budget including scour locations, sand bars and changes in watershed slope.
- 2.1.7 Perform initial stream condition assessment
 - a. Identify stream stability issues (hot spots)
 - b. Identify areas of known utility concerns
 - c. Characterize current stream including:
 - i. Presence, health and supporting habitat of macro invertebrates.
 - ii. Assess the condition of the riparian buffer and overbank connectivity during flood flows.

- iii. Assess stream form noting stable channel sections versus areas of channel incision and confining structures.
 - iv. Assess sediment budget including scour locations, sand bars and changes in watershed slope.
 - d. Develop a map summarizing selected stream issues and alternative remedies.
 - e. Prioritize identified stream improvements and identify those selected to be constructed in the initial phase of work with the sidepath
- 2.1.8 Perform ground truthing with Town for sidepath alignment (other Stakeholders includes but is not limited to NCDOT)
- a. Identify preferred route location of sidepath
 - b. Identify alternate path routes where sidepath is impractical
 - c. Identify preferred locations for bridges and overlooks
 - d. Coordinate layout of the sidepath with stream improvement priorities
 - e. Evaluate the Trail Experience seeking to balance functional design with aesthetics
- 2.1.9 After considering ground truthing takeaways, conduct a Stakeholder Workshop to review findings and garner agreement on selected sidepath alignment and stream improvements.
- a. Document Pros & Cons of alternatives discussed at the Workshop and identify the preferred project elements.
 - b. Develop a preliminary Estimate of Probable Construction Cost
 - c. Work with Town to establish construction phasing for use of current funding (\$2.2M) and potential future funding
 - d. Submit final Sidepath and Stream Restoration Plan and preliminary construction cost estimate to Town for review
 - e. Develop a map summarizing selected sidepath alignment.
- 2.1.10 Revise Sidepath and Stream Restoration Plan based on comments received by the Town and then proceed to Surveying and Design Phase services.

2.2 SURVEY AND DESIGN PHASE

- 2.2.1 Design Survey - Perform all necessary topographical surveying of the existing conditions to allow for the design of the proposed project elements. Collect all relevant data necessary to design the project including:
- a. Survey Controls - The survey will be referenced to the NC State Plane Coordinate System (NCSPC) – NAD83 (2011) Horizontal Datum and NAVD88 (Geoid 2018) Vertical Datum.
 - b. Boundary Survey - Property boundary surveying of affected parcels adjoining the Survey Limits sufficient to represent easements obtained by others within the Survey Limits. There are 4 properties adjoining the survey limits (including NCDOT R/W for Lake Rhodhiss Dr.) that will require property records research. We will attempt to find and survey property corner markers for these parcels, in a manner sufficient to map the property lines adequately for the creation of easements.
 - c. Topographic Survey - Perform topographic surveying within the Survey Limits (approx. 86 acres) sufficiently to prepare 1-foot contours. This will include break lines at significant changes in slope such as tops and toes

- of banks. The thalweg of Hoyle Cr shall also be surveyed (approx. 1 mile).
- d. Deliverables will include LandXML formatted digital terrain model (DTM) and contour lines in CAD format. Areas of low confidence, if any, will be delineated with a distinct line type on the final mapping deliverables.
 - e. Physical Survey - A physical survey will be performed for the Survey Limits, meaning that we will map and label existing visible site improvements/impervious areas including edge of pavement, pavement striping, parking areas, foot trails, existing conveyance structures, guardrail, etc.
 - f. Utility Survey - Perform a Quality Level C (QL C) investigation (Visible Features).
 - g. Surveyor will contact NC One Call two weeks prior to field mobilization and make a design ticket request to have utilities marked. Survey visible utility appurtenances within the Survey Limits (utility poles, pedestals, hand holes, boxes, vaults, etc.). Overhead wires that parallel or cross the Survey Limits will be surveyed.
 - h. Survey underground utility paint marks placed by NC One Call on the ground at the time of the field survey. This task does not include a separate mobilization just for surveying paint marks.
 - i. These underground utility systems that will be investigated and mapped by the surveyors as follows:
 - j. Survey will show visible (within and/or adjacent to Survey Limits) manholes, cleanouts, culverts, catch basins, headwalls, junction boxes & other structures, ditches, and swales. Label the sizes, widths, inverts, and type of material information for these items if that information can be collected from outside of these structures. Surveyors will not force entry into sealed or locked structures or enter into any confined spaces to gather this information. Surveyors will not dig or excavate to uncover buried utilities and will not dig or excavate material out of utility structures to obtain invert measurements.
 - k. Sanitary sewer pipes that originate within the Survey Limits will be carried to the next structure outside of the Survey Limits so long as we do not have to trespass or cross an interstate highway or other dangerous obstacle to do so.
 - l. Surveyors will not be responsible for roof drain systems, foundation drain lines or sanitary sewer service laterals (secondary systems). These secondary storm drainage and sanitary sewer lines fall within the realm of subsurface utility engineering (SUE) services, which is not included in this scope of services.
 - m. NC One Call utility representatives are likely to locate only those underground utilities within the right-of-way of the roadway. NC One Call utility representatives will not locate underground utilities on private property. If underground utility mapping outside of the road right-of-way is needed, McGill will contact and obtain quotes from a private utility locator to complete this work as additional services not included in this scope.
 - n. Tree Survey - Survey specific trees flagged by McGill's Environmental Team that will lie within 30 feet of Hoyle Creek.
 - o. Environmental Markups - Survey flags or other marks placed by environmental professionals to delineate limits of wetlands or other

features. Provide location, ground elevation (or mark elevation if instructed by professional), and label annotations on the flags/marks (such as serial numbers placed by professional). This task does not include a separate mobilization just for surveying environmental marks or the location of flags that lie more than 50 feet outside the survey limits.

2.2.2 Environmental Evaluation

- a. A jurisdictional determination of the project area will be completed. The jurisdictional determination will include a delineation of the project area by McGill Associates, PA Environmental Specialists performed in accordance with the guidelines and standards of the US Army Corps of Engineers (USACE) - Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0), and the NC Division of Water Resources (NCDWR) – Methodology for Identification of Intermittent and Perennial Streams and Their Origins v. 4.11. Any jurisdictional areas found on the property will be flagged and located with Global Positioning System (GPS) accuracy in the field.
- b. During the site visit, a Federally listed Threatened and Endangered Species survey will be completed in accordance with the Endangered Species Act of 1973. Any listed species occurrence or potential habitat areas found on the property will be flagged and located with GPS accuracy in the field. Based on findings, McGill Associates, PA will coordinate with the US Fish and Wildlife Service.

Phase 1 Deliverables:

- i. CAD survey files including linework and surfaces of existing conditions.
- ii. Signed and sealed existing conditions survey in pdf format and up to five signed and sealed hard copies at a suitable scale for design (1" = 30', 40' or 50').

2.2.3 Geotechnical and Structural Designs – Provide subsurface borings and structural designs for pedestrian bridges through sub-consultants BLE and SKA.

- a. Coordinate proposed routes and bridge locations with subsurface investigations.
- b. Coordinate same with structural designer.
- c. Review reports and recommendations by BLE to provide feedback to the project's design elements.
- d. Incorporate boring locations into design and construction documents.
- e. Coordinate findings and recommendations with structural designs of pedestrian bridge and update design documents according to sub-consultant findings and recommendations.

2.2.4 Stream Design, Flood Modeling, and Environmental

- a. Supplement existing HEC RAS and LiDAR data from NCFMP with project survey
- b. Analyze existing stream bankfull 2-yr flow conditions to determine:
 - i. sediment transport
 - ii. bank and bedform modifications (vanes, rock toes, pool/riffle sequence, alignment changes, utility stabilization segments, etc.) required to reduce scour and promote stability via iterative analysis.

- iii. Analyze flood 100-yr flow conditions to determine if channel stability is preserved and proposed modifications are resilient to higher flows. This model will also be used as the basis of the no rise analysis.
 - c. Floodplain Development Permitting
 - i. Coordinate with local FPA
 - ii. Prepare and submit No Rise analysis to local FPA, if achievable. (Include redirect to Additional services for CLOMR/LOMR anticipated costs/fees/timeline).
 - d. Clean Water Act Sections 401 and 404 permitting.
 - i. Coordinate with design team and Client regarding proposed jurisdictional waters impact totals, mitigation thresholds, and permit conditions and incorporate into plans.
 - ii. A digital map will be produced based on field delineation and a formal request sent to the USACE for a Preliminary Jurisdictional Determination (PJD).
 - iii. Schedule and attend a field verification with USACE and NCDWR to discuss Jurisdictional Determination, proposed actions, resulting impacts to jurisdictional waters, and Clean Water Act 401/404 permitting requirements.
 - iv. Produce and submit Nationwide Permit Application package to the NCDWR and the USACE with all required drawings, maps, forms, and other supporting documentation based on concurrence with agencies. Coordinate with agencies through permitting process completion.
 - v. Stream and/or Wetland mitigation may be required based on extent of impacts. McGill Associates will prepare preliminary mitigation documentation required as part of the Nationwide Permit application.
 - e. Coordinate with design team and Client regarding permit conditions or mitigation requirements as they may affect final plans or project timeline

2.2.5 Develop Sidepath Construction Documents

- a. Using the survey information, geotechnical, structural, flood modeling and environmental factors, prepare design development plans for the proposed sidepath with coordination to the selected stream enhancements.
- b. Submit design development plans to Town Staff for review and update the Opinion of Probable Construction Cost. Meet with Staff to review the plans and Opinion of Probable Cost, and make applicable changes as requested by Staff.
- c. McGill will address and incorporate comments from Design Development Plan into Construction Document Plans based on review comments from Town Staff.
- d. Prepare technical specifications and drawings for use as contract documents.

2.3 **BIDDING AND AWARD PHASE**

- 2.3.1 Assist the OWNER with outreach to Disadvantaged Business Enterprise (DBE) contractors in accordance with SB 914.

- 2.3.2 Assist the OWNER in advertising, receiving, opening and evaluating bids. The evaluation of bids will determine whether bids meet the requirements of the bidding documents and are eligible for award. This evaluation of bids will also serve as a means to advise the OWNER of any material variance from the bidding documents, or if any bids fail to satisfy all statutory requirements.
- 2.3.3 Schedule a Pre-Bid Conference with prospective bidders and the OWNER to address the project requirements and receive any bidding questions.
- 2.3.4 Consult with, and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder, taking into consideration quality, performance and the time specified in the bidding documents for the construction contract.
- 2.3.5 Coordinate funding, DBE, and award documentation with DWI and assure that all bids are accompanied by a bid deposit or bid bond of at least 5-percent of the bid amount.
- 2.3.6 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.7 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

2.4 CONSTRUCTION PHASE - NOT INCLUDED

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 as listed in Section 2.
- 3.4 Preparing documents for alternate bids, phasing of construction, or multiple contracts requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Design Phase.
- 3.5 Construction phase services.
- 3.6 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project, beyond those outlined above.
- 3.7 Evaluation of unsuitable subgrade materials during construction.
- 3.8 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.9 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.

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 its disposal in a timely manner all available information pertinent to the Project including previous documents, plans, and any other data relative to the evaluation, design, and construction of the Project. Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.2 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.3 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform its 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, beyond those outlined above.
- 4.7 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.8 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.10 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in this Agreement.
- 4.11 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.12 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

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

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

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

2.1 Schematic and Routing Phase Services	\$102,500
Scoping, Planning, & Initial Field Investigations	\$36,500
Environmental Investigations	\$16,000
Stream Assessments	\$25,000
Route Ground Truthing, Stakeholder Meetings, & Revisions	\$15,000
Finalize Sidepath Routing & Stream Restoration Scopes	\$10,000
2.2 Survey and Design Phase Services	\$553,000
Existing Conditions & Field Survey	\$89,600
Tree Survey	\$23,000
Environmental Evaluation	\$35,200
Geotechnical Design	\$18,900
Structural Design	\$24,000
Stream Design & Flood Modeling	\$91,300
Floodplain Development Permitting	\$47,000
CWA Section 401 and 404 Permitting	\$21,600
Sidepath Design	\$96,000
Develop Construction Documents	\$106,400
2.3 Bidding and Award Phase Services (Per Phase)	\$16,000
<i>Total Lump Sum Fee</i>	<i>\$671,500</i>

6.2 PAYMENT FOR ADDITIONAL SERVICES

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

6.3 TIMES OF PAYMENT

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

6.4 GENERAL

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

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

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

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner its 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 itself and its 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.

ENGINEER agrees to indemnify, defend and hold OWNER harmless from any and all claims, and costs brought against OWNER which arises in whole or in part out of the failure by the ENGINEER to promptly and completely perform the ENGINEER'S obligations under this agreement.

7.7 ENTIRE AGREEMENT

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

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

McGILL ASSOCIATES, P.A.

By: 
Douglas Chapman, PE
Vice President – Regional Manager

(SEAL)

TOWN OF VALDESE

ATTEST: _____
Jessica Lail
Town Clerk

By: _____
Bo Weichel
Interim Town Manager

PRE-AUDIT CERTIFICATION:

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

By: _____
Bo Weichel
Finance Director

ATTACHMENT "A"
PROJECT UNDERSTANDING
Hoyle Creek Stream Restoration and Sidepath Trail

This project consists of constructing a natural surface granular sidepath along Hoyle Creek and Lake Rhodhiss Drive including environmental evaluations, pedestrian bridge crossings and stream restoration work as necessary to endeavor to protect the sidepath and other improvements against stream migration and flooding to the extent practical. The project limits consist of 78.2 acres of wooded land along Lake Rhodhiss Drive NE including approximately 6,000 feet (1.1 miles) of Hoyle Creek (see Figure 1).



Figure 1 – Hoyle Creek Stream Restoration and Sidepath Project Site

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

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$300			
Principal – Regional Manager – Director	\$245	\$255	\$280	\$290
Practice Area Lead	\$220	\$240	\$270	\$280
Senior Project Manager	\$220	\$235	\$260	\$270
Senior Engineer	\$220	\$235	\$260	\$270
Project Manager	\$190	\$205	\$210	\$215
Senior Project Engineer	\$190	\$205	\$210	\$215
Project Engineer	\$155	\$165	\$175	\$185
Engineering Associate	\$135	\$140	\$145	\$150
Planner- Consultant – Designer	\$140	\$150	\$175	\$190
Engineering Technician	\$120	\$135	\$140	\$150
CAD Operator – GIS Analyst	\$100	\$110	\$120	\$130
Construction Services Manager	\$155	\$165	\$180	\$200
Construction Administrator	\$130	\$145	\$155	\$165
Financial Services Manager	\$140	\$150	\$160	\$170
Grant Administrator	\$125	\$140	\$150	\$160
Construction Field Representative	\$105	\$115	\$125	\$140
Environmental Specialist	\$105	\$115	\$120	\$125
Administrative Assistant	\$85	\$90	\$100	\$115
Survey Party Chief	\$100	\$115	\$130	\$150
Survey Field Technician	\$85	\$90	\$95	\$100

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

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

RESOLUTION GIVING PRELIMINARY APPROVAL TO ISSUANCE OF
MULTIFAMILY HOUSING REVENUE BONDS FOR HISTORIC VALDESE
WEAVERS MILL

WHEREAS, the Town Council (the “Town Council”) of the Town of Valdese, North Carolina (the “Town”) met in Valdese, North Carolina at 6:00pm on the 2nd day of December, 2024; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the Town is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the Act in N.C.G.S. § 157-9 gives the Town, acting as a housing authority, the power “to provide for the construction, reconstruction, improvement, alteration or repair of any housing project” and “to borrow money upon its bonds, notes, debentures or other evidences of indebtedness and to secure the same by pledges of its revenues”; and

WHEREAS, Blue Ridge Housing of Burke, LLC, a North Carolina limited liability company or an affiliated or related entity (the “Company”), intends to provide affordable housing in the Town; and

WHEREAS, the Company has requested that the Town assist it in financing the acquisition of the historic Weavers Mill and the renovating and equipping therein of a multifamily housing development to be known as Historic Valdese Weavers Mill Apartments, consisting of 60 units located on an approximately 1.5-acre site at 108 Praley Street in the Town of Valdese, North Carolina (the “Development”); and

WHEREAS, the Company has described to the Town the benefits of the Development to the Town and the State of North Carolina and has requested the Town to agree to issue its multifamily housing revenue bonds (the “Bonds”) in such amounts as may be necessary to finance the costs of acquiring, constructing, renovating and equipping the Development; and

WHEREAS, the Town is of the opinion that the Development is a facility that can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act; and

WHEREAS, the Bonds will not be deemed to constitute a debt or a pledge of the faith and credit of the Town, the State of North Carolina or any political subdivision thereof and will be payable solely from the revenues and other funds provided for under the agreements related to the Bonds; and

WHEREAS, the Company has agreed to pay the Town an issuance fee equal to 1.5% of the principal amount of the Bonds, which fee would be payable upon the closing of 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 Town for the Development may only be issued after approval of the plan of financing by the Town following a public hearing with respect to such plan; and

WHEREAS, on this day the Town Council of the Town held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development;

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

1. It is hereby found and determined that the Development will involve the acquisition, construction, renovation and equipping of a multifamily housing facility, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the Town agrees to assist the Company in every reasonable way to issue bonds to finance the acquisition, construction, renovation and equipping of the Development, and, in particular, to undertake the issuance of the Bonds in an amount now estimated not to exceed Twelve Million Dollars (\$12,000,000) to provide all or part of the cost of the Development.

2. The Town intends that the adoption of this resolution be considered as “official action” toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Section 1.150-2 of the Treasury Regulations issued under the Code.

3. The issuance of the Bonds to finance a portion of the cost of the Development in an amount not to exceed \$12,000,000 is hereby approved for purposes of Section 147(f) of the Code.

4. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon between the Town and the Company. The Town and the Company shall enter into a “financing agreement” pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium if any, and interest on the Bonds and to pay all of the expenses of the Town in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or security agreement between the Town and a trustee (the “Trustee”) or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the Town’s rights to payments under the financing agreement, except the Town’s right to payment of fees and expenses and indemnification. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the Town, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Company.

5. The Town hereby authorizes the Company to proceed, upon the prior advice, consent and approval of bond counsel and the Town’s counsel, to obtain approvals in connection with the issuance and sale of the Bonds, including obtaining an allocation of a sufficient amount of the State of North Carolina’s “private activity bond limit”, as required by Section 146 of the Code and as defined in Section 146 of the Code, for the Bonds.

6. It having been represented to the Town that it is desirable to proceed with the acquisition, construction, renovation and equipping of the Development, the Town agrees that the Company may proceed with plans for such acquisition, construction, renovation and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Company to obligate the Town without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the Town’s adoption of this resolution. The Town agrees that the Company may be reimbursed from the proceeds of the Bonds, if and when issued, for all qualifying costs so incurred as permitted by Treasury Regulations Section 1.150-2.

7. All obligations hereunder of the Town are subject to the further agreement of the Town and the Company to terms for the issuance, sale and delivery of the Bonds and the execution of a financing agreement, indenture or security agreement and other documents and agreements necessary or desirable for the issuance of the Bonds. The Town has not authorized and does not authorize the expenditure of any funds or monies of the Town from any source other than the proceeds of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction, renovation and equipping of the Development, including the reasonable fees and expenses of the Town’s counsel, bond counsel and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the

Company, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Company and the Town shall have no responsibility therefor. It is understood and agreed by the Town and the Company that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or council members from time to time of the Town.

8. The officers of the Town are hereby authorized and directed to take all actions in furtherance of the resolution and the issuance of the Bonds.

9. The Town hereby approves McGuireWoods LLP, Raleigh, North Carolina, to act as bond counsel for the Bonds.

10. This resolution shall take effect immediately.

Council member _____ moved the passage of the foregoing resolution and Council member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not voting: _____

* * * * *

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 of Valdese, North Carolina, at a regular meeting duly called and held on December 2, 2024, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the Town Council.

WITNESS my hand and the seal of the Town Council of the Town of Valdese, North Carolina, this ____ day of December, 2024.

(SEAL)

Jessica Lail, Town Clerk
Town of Valdese, North Carolina

**NOTICE OF PUBLIC HEARING ON PROPOSED
MULTIFAMILY HOUSING REVENUE BONDS
FINANCING BY THE TOWN OF VALDESE, NORTH CAROLINA**

Notice is hereby given that the Town Council of the Town of Valdese, North Carolina (the “Town”) will hold a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), on its proposed plan to issue multifamily housing revenue bonds, in one or more series, in an aggregate principal amount of up to \$12,000,000 (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 “Borrower”), of a qualified residential rental project (as defined in Section 142(d) of the Code) to be known as Historic Valdese Weavers Mill Apartments (the “Development”). The Development will consist of 60 units and will be located at 108 Praley Street in the Town of Valdese, North Carolina. The Development will be owned or operated by the Borrower.

The housing bonds, when and if issued by the Town, will be issued pursuant to Article 1 of Chapter 157 and Section 160D-1311(b) of the General Statutes of North Carolina and shall not be a debt of the State of North Carolina (the “State”), the Town or any political subdivision thereof and none of the State, the Town, or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds be payable out of any funds or properties other than those of the Town derived solely from payments made by the Borrower.

The public hearing, which may be continued or adjourned, will be held on December 2, 2024, at 6:00 p.m. (or as soon thereafter as the hearing is held) in the Town Hall Council Chambers, 102 Massel Avenue South West, Valdese, North Carolina 28690. Any person interested in the issuance of the Bonds or the Development may appear and be heard at the public hearing. Any person wishing to comment in writing on the Development or the issuance of the Bonds should do so by mailing such written comments between the date of publication of this notice and the date of the public hearing to the Town Council of the Town of Valdese, North Carolina, P.O. Box 339, Valdese, North Carolina 28690, Attention: Town Clerk.

TOWN COUNCIL OF THE TOWN OF VALDESE

By: Jessica Lail
Town Clerk, Town of Valdese

FINAL REPORT – FACILITIES REVIEW COMMITTEE

December 2, 2024

COMMITTEE MEMBERS

Tessa Collinson Roger Heavner (Resigned in October)
Glenn Harvey Jerry Hyde Greg Refour (Resigned in November)

FORMAL AND INFORMAL MEETINGS AND ACTIVITIES

March 21: Members introduced themselves, reviewed eight proposals from architectural firms, and selected three firms for small group interviews. The initial consensus was to vacate the present public safety building and possibly renovate a portion of it to facilitate the phasing in of new facilities.

April 9: The consensus recommendation to the town council was to engage the firm Talley & Smith to undertake a two-phase contract. Phase 1 will evaluate three options: 1) total renovation of the existing facility; 2) relocation of PD and FD to a new combined facility; and 3) separate PD and FD facilities. Phase 2 would be to design, develop, bid, and build the option selected by the council. The committee learned of the possibility of obtaining 200 Massel Ave SW and recommended that Talley & Smith quickly evaluate its suitability.

April 30: The committee reviewed a preliminary PowerPoint presentation by co-chairs Heavner and Refour that would be presented to the Town Council with the basic recommendations (May 6 Town Council meeting minutes) to:

- Consider the Phase 1 contract with Talley & Smith for \$32,000.
- Acquire 1.75 acres property at 200 Massel Ave SW.
- List town-owned 14.9 acres property at 800 Pineburr Ave for sale.

June 12: Talley & Smith gave a verbal report of their in-depth inspection of the existing facility, to be followed by a written report of their conclusions and a contract for undertaking the three Phase 1 options. On June 25, Talley & Smith submitted the contract to Interim Manager Steen, along with their recommendations stating that the PD and FD personnel should be relocated to a safe facility within 30 days.

From this point on, facilities considerations by the council were evolving rapidly, so along with the travel and work schedules of the committee members, committee members individually and in small groups reviewed a property under consideration, visited several fire stations in the region, and prepared and reviewed council presentations and recommendations through email, text, and telephone correspondence related to the following council actions:

- August 5: The Committee PowerPoint presentation (Town Council Aug 5 minutes) recommended that the Town Council consider purchasing the 215 Main St E property for a permanent PD, entering into a Phase 2 Design, Bid, and Build contract with Talley &

Smith to renovate the property (\$175,000). This path reduced the scope (and cost by \$11,600) of the Phase 1 contract to Option 3 – provide a schematic design and cost estimate for a FD on Massel Ave SW.

- September 19: Talley & Smith’s cost estimates for the renovation of the 7300 SF, 58-year-old but structurally sound 215 Main St E building and a pre-engineered FD on Massel Ave SW shocked all who had any knowledge of such matters:
 - Fire Station on Massel Ave SW – \$6.1 million was two to three times the cost of similar fire stations visited by council and committee members.
 - 215 Main St E, which the police chief had recommended as being almost “move-in ready” – at \$2.5 million, excluding the 1000SF 2-story addition.

Committee members toured the 215 Main St E property again to review the extensive renovations, noting concerns and oversights. Drawing upon the presentations by guest speakers on September 24 and conferring among themselves and around Hurricane Helene (Sept 27), the committee and then-councilman Mears recommended this alternate approach and proposal for the council’s consideration on October 7 to keep the 215 Main St E renovation on a six-month schedule and within a reasonable cost:

...that the renovation of 215 Main St E office building as the permanent police station be given the highest priority of all of Valdese’s planned and in-progress construction projects; that the Interim Manager advertise a “Request for Quotations” seeking proposals from NC General Contractors for a “Design-Build” approach to the renovation at a cost not to exceed \$1 million with work to be completed no later than six months from acceptance of a proposal; and that the Agreement, AIA document B101-2017, approved August 5, 2024, be terminated without cause.

- October 7: the Town Council increased the maximum to \$1.75 million, resulting in upwards of \$2.5 million being invested in the 58-year-old building and a renovation scope that could not be completed in six months.

CONCLUSION

The attached spreadsheet, “The Path to the ‘Design-Build’ RFQ for 200 Massel Ave SW,” rolls up the estimates of costs and omissions based on the Talley & Smith reports. The Facilities Review Committee now presumes that its work has been completed and recommends that the Valdese Town Council terminate the committee.

Respectfully and regretfully submitted,

Glenn Harvey, on behalf of the majority of the original Committee Members

THE PATH TO THE "DESIGN-BUILD" RFQ FOR 200 MASSEL AVE SW

As of discussion at the October 28, Town Council Preliminary Agenda Discussion

Meeting	ACTIONS, PRESENTATIONS, AND CONCLUSIONS		
6-May	1) Talley & Smith "Study Contract" at \$36k; Phase 1, to evaluate 3 options: 1) Renovate Existing; 2) Design new PD&FD; 3) Separate PD & FD 2) 200 Massel Ave SW acquired for \$400k		
5-Aug	1) 215 Main Street E building acquired for \$360k, on recommendations of Police Chief; two council members and four facilities review committee members whose renovation experience indicated that it could meet current needs for a renovation cost of \$500k to \$1 million. 2) Talley & Smith "Study Contract" reduced to \$23,400		
Note A -	3) Talley & Smith "D-B-B Contract" to Renovate 215 Main, fee \$175,000		
19-Sep	Talley & Smith presented cost estimates for two options:		
		New FD Building	Renovate 215
1)	COST PER SF	\$300-350	\$300-350
	Architect Fee Estimates	\$500,000	\$175,000
2)	ESTIMATE TO RENOVATE 215 MAIN STREET E AT ABOVE COST/SF		
	COST OF 215 MAIN STREET E per 4 T&S :	\$ 300	\$ 350
	Purchase Price	\$ 360,000	\$ 360,000
	Renovation on Street Floor and Lower Level	\$ 2,186,000	\$ 2,550,000
	Architect Fee	\$ 175,000	\$ 175,000
	Total for 7300 SF - existing structure alone:	<u>\$ 2,721,000</u>	<u>\$ 3,085,000</u>
	ESTIMATES NOT PROVIDED FOR:		
	Sally Port of 600-1000 SF	?	?
	Contingency of Renovation Unknowns	?	?
7-Oct	The "Vision" of 215 Main Street became that of a "New Building"		
	Purchase Price	\$ 360,000	\$ 360,000
	Design Build Approach, not to exceed	\$ 1,000,000	\$ 1,750,000
	Potential Investment in 58-yr old Building	<u>\$ 1,360,000</u>	<u>\$ 2,110,000</u>
24-Oct	Presentation By Guests and Consideration by Council		
	1) Cost of 7300SF New Building: \$300 or \$350	\$ 2,190,000	\$ 2,555,000
Note B -	2) Cost of New at \$200 or \$250 D-B Estimates	\$ 1,460,000	\$ 1,825,000
	3) Potential Savings by Design-Build Approach		
	Waco Architect fees for 15,000 SF building were:	\$	59,000
	T&S Fee of D-B-B Renovation of 215 Main	\$	175,000
	T&S Estimated Fee for D-B-B of Fire Station on 200 Massel	\$	500,000
Note C -	3) Potential savings by Selling 215 Main	(\$400,000 - \$600,000)	

Notes:

- A** D-B-B Architect led, "Design, Bid, Build approach to construction.
- B** D-B (Design-Build) preliminary est. of planned Waco FD presented on Oct 24.
- C** Purchase price of 215 Main Street E at \$360,000 was \$9,000 under the tax value; plus the cost of a survey and closing costs

**TOWN OF VALDESE
RESOLUTION ADOPTING 2025 TOWN COUNCIL MEETING SCHEDULE**

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

**NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council
adopts the following Meeting Schedule for 2025**

Council Chambers, Unless Noted

2025 REGULAR MONTHLY MEETINGS	
January 13	
February 3	
March 3	
April 7	
April 15 & 16	Budget Review #1, 9:00 am
May 5	
May 12	Budget Review #2, 9:00 am
June 2	Budget Presented
June 23	2025-26 Budget Hearing
August 4	
September 2	Tuesday
October 6	
November 3	
December 1	

Council Chambers, Unless Noted

2025 PRE-AGENDA MONTHLY MEETINGS (Informal review of agendas/town news)	
January 6	Review Jan Meeting
January 27	Review Feb Agenda
February 24	Review Mar Agenda
March 31	Review April Agenda
April 28	Review May Agenda
May 27	Review June Agenda - Tuesday
(No Regular meeting in July.)	
July 28	Review August Agenda
August 25	Review Sept Agenda
September 29	Review Oct Agenda
October 27	Review Nov Agenda
November 17	Review Dec Agenda

This 2nd day of December, 2024.

Charles Watts, Mayor

**TOWN OF VALDESE
RESOLUTION ADOPTING 2025 TOWN COUNCIL MEETING SCHEDULE**

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January 13	
February 3	
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April 7	
April 15 & 16	Budget Review #1, 9:00 am
May 5	
May 12	Budget Review #2, 9:00 am
June 2	Budget Presented
June 23	2025-26 Budget Hearing
August 4	
September 2	Tuesday
October 6	
November 17	Swear in Elects
December 8	

Council Chambers, Unless Noted

2025 PRE-AGENDA MONTHLY MEETINGS (Informal review of agendas/town news)	
January 6	Review Jan Meeting
January 27	Review Feb Agenda
February 24	Review Mar Agenda
March 31	Review April Agenda
April 28	Review May Agenda
May 27	Review June Agenda - Tuesday
(No Regular meeting in July.)	
July 28	Review August Agenda
August 25	Review Sept Agenda
September 29	Review Oct Agenda
November 10	Review Nov Agenda & Intro Elects
December 1	Review Dec Agenda

This 2nd day of December, 2024.

Charles Watts, Mayor

2025 Board/Commissions/Committees Appointments

Planning Board/Board of Adjustments (4-year terms)

- Three Board seats and one alternate seat (residency in the Town of Valdese required)
Board - Replace unexpired term of Roy Sweezy, seat expiring 12/31/2025.
Board - Replace unexpired term of Paul Mears, seat expiring 12/31/2025.
Board - Replace expiring term of Scott Watts, seat expires 12/31/2024.
Alternate - Replace unexpired seat of Barry Zimmerman, seat expiring 12/31/2026

Requested:

1. Cindy Stephens - Ms. Stephens, currently serving as an Alternate on the Planning Board with a term expiring on December 31, 2026, has submitted a request to be considered for appointment to a regular Board position. The request is to fill the vacancy by Scott Watts, whose term expires at the end of the year. Application enclosed
2. Keith Huffman – Application enclosed

Parks and Recreation Commission (3-year terms)

- Two seats (residency in the Town of Valdese required)

Requested:

1. Reappointment of Nancy Tucker – Application enclosed
2. Reappointment of Scott Compton – Application Enclosed

Facilities Review Committee

- Two seats
Replace unexpired term of Roger Heavner, seat expiring March 4, 2027
Replace unexpired term of Greg Refour, seat expiring March 4, 2025

As of November 27, 2024, no applications have been submitted to the Town Clerk.

Efficiency Task Force Committee (1-year term)

- Five seats

As of November 27, 2024, no applications have been submitted to the Town Clerk.

TOWN OF VALDESE

Application for Appointment to Boards and Committees



Boards and Committees:

1st Choice: Valdese Planning Board

2nd Choice: Lydia Ave

Information About Me:

Full Name: Cynthia Plemmons Stephens Age: 65
 Marital Status: Married Name of Spouse: Larry Stephens
 Current Address: 505 Pineburr Avenue SE Valdese, NC 28690
 Phone Number: (828)879-8753 Email: cstephen@burke.k12.nc.us
 If Resident of Valdese, Ward 3 : How many years: 33
 If owner or manager of Valdese property or business, please describe:

Education and Employment:

Highest Level of Education: Masters of Education, Appalachian State University
 Employer: Valdese Elementary, dba Burke Cc Occupation teacher/interventionist
 Business Address: 298 Praley Street NW Valde Business Phone: (828) 874-0704
 Other Organizations:

Return to: Town of Valdese – Town Hall
 Attn: Clerk to the Board
 P.O. Box 339
 Valdese, NC 28690
 Email: jlail@valdesenc.gov

Public Records Statement:

Agreement to the Public Records Statement and a Digital Signature are required to submit your application.

I understand that any information submitted becomes a public record, is NOT confidential, and is subject to North Carolina Public Records Law. This information will be used by the Town Council in making appointments to boards and committees, and it may be used as news release information to identify you to the community.

Upon appointment to serve as a board or committee representative, I understand that I must be impartial and responsible to the board or committee on which I serve. Any board or committee representative’s conduct deemed unacceptable by Town Council may result in the dismissal of the representative. I agree to this policy.

Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.

Cindy P Stephens

 Signature

11/22/2024

 Date

Cynthia Plemmons Stephens

505 Pineburr Avenue SE Valdese, NC 28690 | (828) 368-8042 | cstephen@burke.k12.nc.us

Experience

INTERVENTIONIST | VALDESE ELEMENTARY | DECEMBER 2021-PRESENT

SUBSTITUTE TEACHER | BURKE COUNTY PUBLIC SCHOOLS | JANUARY 2015- PRESENT

- Assist students with additional reading comprehension and math skills/learning
- Subbing includes 6 to 12-week maternity leaves

TEACHER | VALDESE ELEMENTARY | AUGUST 1984- JUNE 2014

- Taught 3rd, 5th, and 6th grade
- Selected as a mentor for new teachers
- Teacher of the Year award

Education

LIFETIME PROFESSIONAL EDUCATORS LICENSE

MASTER OF EDUCATION | JUNE 1986 | APPALACHIAN STATE UNIVERSITY, BOONE NORTH CAROLINA

BACHELOR OF SCIENCE IN SPECIAL EDUCATION | JUNE 1982| APPALACHIAN STATE UNIVERSITY, BOONE NORTH CAROLINA

HIGH SCHOOL GRADUATE | JUNE 1977 | EAST BURKE HIGH SCHOOL, CONNELLY SPRINGS NORTH CAROLINA

Skills & Abilities

- Excellent communication skills
- Detail oriented
- Motivated to continuously learn from every opportunity
- Enthusiastic
- Team player

Awards and Recognitions

- Teacher of the Year, George Hildebrand Elementary School and Valdese Elementary School
- Mentor for new teachers
- Presenter at Burke County Public Schools for professional development

Community Service

- 2-time church deacon (Cornerstone)
- Book bag ministry
- Food ministry at Hallyburton Academy
- Vacation Bible School director
- Sunday School teacher at Cornerstone Baptist Church
- Children's Council at Cornerstone Baptist Church

TOWN OF VALDESE

Application for Appointment to Boards and Committees



Boards and Committees:

1st Choice: Town of Valdese Planning Board

2nd Choice:

Information About Me:

Full Name: Keith Alan Huffman

Age: 63

Marital Status: Married

Name of Spouse: Terri

Current Address: 3285 Montanya View Circle, Valdese, NC 28690

Phone Number: 404-805-1356

Email: keithhuffman1@att.net

If Resident of Valdese, Ward 3 :

How many years: 6 1/2 years

If owner or manager of Valdese property or business, please describe:

Education and Employment:

Highest Level of Education: Bachelor's Degree - Organizational Management

Employer: Retired - U.S. Dept of HUD-OIG Occupation Management/Analyst

Business Address:

Business Phone:

Other Organizations:

Return to: Town of Valdese – Town Hall
Attn: Clerk to the Board
P.O. Box 339
Valdese, NC 28690
Email: jlail@valdesenc.gov

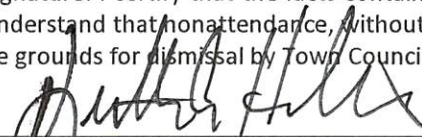
Public Records Statement:

Agreement to the Public Records Statement and a Digital Signature are required to submit your application.

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Upon appointment to serve as a board or committee representative, I understand that I must be impartial and responsible to the board or committee on which I serve. Any board or committee representative's conduct deemed unacceptable by Town Council may result in the dismissal of the representative. I agree to this policy.

Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.



Signature

11/21/24

Date



KEITH HUFFMAN

3285 Montanya View Circle, Valdese, NC 28690

Cell phone: 404-805-1356

Keithhuffman1@att.net

OBJECTIVE

Retired federal worker with more than 42 combined years of military and civilian service seeking volunteer positions within the Valdese NC community where my background and vast experience can be most beneficial.

EXPERIENCE

U.S. Department of Housing and Urban Development, Office of Inspector General, Washington DC
Management Analyst/Project Manager (GS-14) – Feb 2000 – September 2021 - Retired

- Held various management positions within the organization including budget review/allocation, office management, organizational realignment, policy guidance, operations and strategic planning.
- As Project Manager, responsible for all the agency's 42 nationwide offices involving openings, moves, renovations and closures managing an annual budget of \$9.5 million including lease agreements totaling more than \$6 million.
- As Vehicle Fleet Manager, oversight responsibility for the nearly 240 GSA fleet vehicles assigned to the agency's federal law enforcement agents across 8 nationwide regions including database management, monthly/quarterly/annually vehicle assignment and status updates with an annual budget of exceeding \$800,000.

U.S. Air Force, Information Manager, Senior Master Sergeant (E-8) – June 1979-October 1999 – Retired

- A leader and seasoned executive administrative manager with a highly visible and proven performance record within US Department of Defense agencies. Twenty years progressive experience in all phases of Information, Administrative and Project Management with particular strengths in President and CEO-level administrative management and budgeting.
- Charged with administrative oversight of the simultaneous closings of three organizations and the restructuring of another involving nearly 750 people in three countries – assessed each Implementation Plan milestone, initiated corrective action and coordinated multi-agency efforts to facilitate the successful closing of facilities and the expedient return of people and equipment from overseas locations.
- Held various supervisory positions at the Director/Departmental Manager level.

EDUCATION

Bachelor of Science Degree, Organizational Management
Colorado Christian University, Lakewood CO

AWARDS AND ACKNOWLEDGEMENTS

- 2020 - Superior Service Award, U.S. Department of Housing and Urban Development, Office of Inspector General, Washington, DC. In recognition of extraordinary achievement and performance in reducing the agency space footprint resulting in savings of over \$1.2 million.
- 2000 – Support Staff Employee of the Year, Office of Audit, U.S. Department of Housing and Urban Development, Office of Inspector General, Washington, DC
- 1991 – Information Manager of the Year, North American Aerospace Defense Command (NORAD), Colorado Springs, CO

TOWN OF VALDESE
Application for Appointment to Boards and Committees



Boards and Committees:

1st Choice: Parks and Recreation Commission

2nd Choice:

Information About Me:

Full Name: Scott Compton Age: 48
Marital Status: Married Name of Spouse: Kristie Compton
Current Address: 3247 Holly Hill Cir.
Phone Number: 828-320-4691 Email: scottbcompton@gmail.com
If Resident of Valdese, Ward 3: How many years: 16 years
If owner or manager of Valdese property or business, please describe:
NA

Education and Employment:

Highest Level of Education: Bachelor's Degree
Employer: Springbrook Behavioral Health Sys Occupation Director of Business Develop
Business Address: 1 Havenwood Ln. Travelers Business Phone: 864-834-8013
Other Organizations: Valdese Rotary Club, East Valdese Baptist Church

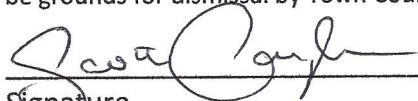
Return to: Town of Valdese – Town Hall
Attn: Clerk to the Board
P.O. Box 339
Valdese, NC 28690
Email: jlail@valdesenc.gov

Public Records Statement:
Agreement to the Public Records Statement and a Digital Signature are required to submit your application.

I understand that any information submitted becomes a public record, is NOT confidential, and is subject to North Carolina Public Records Law. This information will be used by the Town Council in making appointments to boards and committees, and it may be used as news release information to identify you to the community.

Upon appointment to serve as a board or committee representative, I understand that I must be impartial and responsible to the board or committee on which I serve. Any board or committee representative's conduct deemed unacceptable by Town Council may result in the dismissal of the representative. I agree to this policy.

Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.


Signature

11-26-24
Date

* Reappointment

6 of 97

TOWN OF VALDESE

Application for Appointment to Boards and Committees



Boards and Committees:

1st Choice: Valdese Parks and Recreation Commission

2nd Choice:

Information About Me:

Full Name: Nancy H. Tucker

Age:

Marital Status:

Name of Spouse:

Current Address: 210 Forest Dr. NE Valdese, NC 28690

Phone Number: 828-234-0465 Email: ntuckerslp@yahoo.com

If Resident of Valdese, Ward 1:

How many years: 30

If owner or manager of Valdese property or business, please describe:

Education and Employment:

Highest Level of Education: Masters

Employer: retired

Occupation

Business Address:

Business Phone:

Other Organizations: U.S. Masters Swimming, Valdese Parks & Rec. Commission, Walking on the Edge Hikers

Return to: Town of Valdese - Town Hall, Attn: Clerk to the Board, P.O. Box 339, Valdese, NC 28690, Email: jilail@valdesenc.gov

Public Records Statement:

Agreement to the Public Records Statement and a Digital Signature are required to submit your application.

I understand that any information submitted becomes a public record, is NOT confidential, and is subject to North Carolina Public Records Law. This information will be used by the Town Council in making appointments to boards and committees, and it may be used as news release information to identify you to the community.

Upon appointment to serve as a board or committee representative, I understand that I must be impartial and responsible to the board or committee on which I serve. Any board or committee representative's conduct deemed unacceptable by Town Council may result in the dismissal of the representative. I agree to this policy.

Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.

Nancy H. Tucker Signature

11/14/24 Date

**Proposal of Technical Planning Assistance
Town of Valdese
Strategic Action Plan
January 1, 2025 through April 30, 2025**

The Town of Valdese Council requested a proposal from Western Piedmont Council of Governments (WPCOG) in late 2023 to complete a strategic planning process through a public engagement process. Public Input results, Council priorities were presented to Council and adopted on March 18, 2024 for a direction for the fiscal 2025 budget year. Revisitation of the plan is recommended on an annual basis to ensure progress is made, innovative ideas are shared, and the Town continues to fulfill the vision of its residents and business owners.

Most recently, the Town requested WPCOG aid the revisitation process for the upcoming fiscal 2026 budget year. WPCOG will collaborate with staff to obtain input from the public. The results of the plan will be composed in a similar fashion to the previous year's publication. The next steps will be to determine the scope, timing, and cost with the Manager. The proposal will be presented to the council and upon approval an agreement signed.

WPCOG will provide personnel to facilitate meetings and schedules to accommodate the planning process:

- Initial Contract approval December 2024 for a beginning project date of January 1, 2025.
- Survey releases, collection and compilation of data will occur.
- Two council meetings - One work session to be held at the end of February 2025 to include the public input feedback and the Council SWOT assessment. Presentation of the final document and findings to the Town Council in late March of 2025.
- Contract time of performance will be January 1, 2025 - April 30, 2025, to allow for any transfer of information, needed clarification, or delays.
- Travel, printing, and all other associated costs to facilitate this project will be included in the contract price, except mailings in which the Town of Valdese will pay for the mailing of letters and provide the labor to send mailings to survey participants.
- As part of the process WPCOG will provide a brief demographic landscape within the final document to provide context.
- The Town will communicate and provide guidance to WPCOG staff regarding significant issues that arise during the planning process.
- The Town will assist in promoting the survey through social media and releasing the survey in a timely manner to keep the project on track to meet the final deadline.
- WPCOG will coordinate with the town staff and officials in drafting the plan.

The cost associated with the work being completed is as follows:

Planning Director - 10 hours at 110 per hour (administration, meetings, survey analysis and final document development)

Planning Staff - 10 hours at 60 per hour (survey, development, compilation of results and analysis, and final document development)

20 hours staff time = \$1,700.00

Travel associated with four meetings - \$150.00.

Total cost proposal: \$1,850.00



Town of Valdese Police Department Design-Build Criteria Statement

Title of Item:

Establishment of criteria for a design-build delivery method for construction contracts and approval of using the design-build delivery method for a phased approach toward either renovation of an existing building for a Police Department or a combo Fire and Police Department new building project.

Explanation:

In accordance with Session Law 2013-401 (HB 857) and NCGS 143-128.1A (b) regarding the addition of design-build delivery method for construction projects, the Town of Valdese is submitting, for approval, the criteria that the Town must establish to utilize this method of delivery. Additionally, the Town of Valdese is requesting approval to utilize the design-build method of delivery to explore the budget options of either a renovation project at 215 Main St E. or a combo Fire and Police building at 200 Massel Ave SW.

Due to the need for the project to be complete by the 4th quarter of 2025, this delivery method will provide the needed flexibility to complete the project on time and within budget without sacrificing quality.

Part 1. Establishment of Criteria. On August 23, 2013, the Governor signed into law Session Law 2013-401. House Bill 857, authorizing governmental entities to utilize the design-build delivery method for construction contracts. The first step in the process for utilizing the design-build delivery method is that a governmental entity is to establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project. The criteria proposed are the following:

(Criteria 1) The extent to which the Town can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications (RFQ) for a design-builder.

The design-build delivery method may be used if it is determined that, for the project, the Town has professional personnel that are both qualified and experienced to thoroughly define project requirements prior to the issuance of a request for qualifications for a design-builder.

Consideration will be given to the qualifications and experience of the personnel in the Facilities Review Committee, Town Council, and the availability of professional personnel in the areas of purchasing, finance and legal to assist in the development of an RFQ.

(Criteria 2) The time constraints for the delivery of the project. The design-build delivery method may be used if a project has a firm date by which a facility must be operational and the normal

delivery method is likely not to be timely (typically RFQ, study, design, bid and construct). The size and cost of a project will dictate complexity and schedule.

(Criteria 3) *The ability to ensure that a quality project can be delivered.* The design-build delivery method may be used if it is determined that, for the project, the Town has access to professional and experienced personnel to ensure that the design-build firm will provide a quality project within the budget constraints established by Council. Consideration will be given to the qualifications and experience of the Facilities Review Committee, Town Council, and hired professional services if necessary.

(Criteria 4) *The capability of the Town to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery.* The design-build delivery method may be used if it is determined that, for the project, the Town has professional and experienced personnel that are knowledgeable of design-build projects or, alternatively, experienced consultants local to Valdese are available to be retained to perform the construction management of a design-build contract.

(Criteria 5) *A good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4, and to recruit and select small business entities.* The design-build delivery method may be used if it is determined that, for the project, requirements will be imposed which ensure that contractors will comply with the M/WBE goals.

(Criteria 6) *The criteria utilized by the Town, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified.* The criteria utilized by the Town when considering a design-build delivery method for a project will be as follows:

- Is the project well defined and does it include qualitative and quantitative characteristics that make a design-build contract more appropriate than other methods of delivery?
- Is the project timeline overly constrained and will it be necessary to have the facility complete and operational within a short timeframe?
- Will it be necessary to have beneficial use of a portion of the facility while it is under construction?
- Given the scope of the project, is there a maximum budget that must be adhered to allow negotiations and flexibility to make appropriate decisions on scope as the project progresses?
- Does the design-build delivery method meet the ultimate operational goals established for a given facility and the quality of product achieved because of a more fluid and flexible delivery method?

In general terms, if it is determined that the expected expense of a design-build project will be no more than ten (10%) greater than the expected expense of a traditional RFQ, study, design, bid and construct project, the design-build delivery method may be utilized.

Part 2. The second step for the process in determining whether to use the design build delivery method for a project is to apply the criteria to the project. In applying the criteria for the Police Department project, it is recommended that the design-build delivery method be used for this

project. This determination is based upon a review of the above criteria as it relates to this project as follows:

(Criteria 1) Through the Facilities Review Committee, Town Council, and hired professional services, if necessary, the Town has professional personnel that are both qualified and experienced to thoroughly define project requirements prior to the issuance of a request for qualifications for a design builder. Additionally, professional personnel are available in the areas of purchasing, finance and legal services to assist in the development of an RFQ.

(Criteria 2) The Valdese Police Department requires a facility to establish an efficient process of operations to keep the community safe. To provide a facility so that outside regulating agency requirements are met, and the Police personnel can effectively perform their duties, the construction must be completed by the 4th quarter of 2025. This is a period of approximately 10 months. Typical procedure would be to procure a design consultant, complete design and then undertake construction. This process would take approximately 12-18 months thus preventing the Police Department from meeting the stated expectations. The Design-Build process provides the best option for the Town to meet this timeframe.

(Criteria 3) Within the Facilities Review Committee, Town Council, and hired professional services, the Town has professional and experienced personnel to ensure that the design-build firm will provide a quality project within the budget constraints established by Council.

(Criteria 4) Should it become necessary to contract the construction management of a design-build contract, there are experienced consultants local to Valdese that are available.

(Criteria 5) In developing an RFQ and interviewing selected firms, the Town will put forth a good-faith effort to comply with G.S. 143-128.2, G.S. 143-128.4.

(Criteria 6) As stated under Criteria #2, one of the benefits of the Design-Build process is that it may reduce the overall project schedule by 8 months. This has a direct benefit on the project budget. The design-build delivery method is not expected to involve any additional expense than the expected expense of a traditional RFQ, study, design, bid. and construct project. By reducing the time frame by 8 months, we are eliminating the price escalation that would occur within that year. Additionally, the scope of the design efforts will be reduced. This enables more of the approved project budget to go directly towards the physical improvements of the facility. It is expected that the design-build process will enable an extra 5% of existing funds to be allocated to the construction over what our typical design-bid-build process would allow. These benefits to both the project schedule and cost make the design-build option more appealing than the more conventional design-bid-build in this instance.

Fiscal Note:

There is no fiscal impact to the establishment of this policy and approval of the utilization of design-build delivery method.

Recommendation: Approve the criteria for the use of the design-build delivery method and authorize Town staff to move forward with use of the design-build delivery method for the renovations and additions to the Police Department facility.



The Town of Valdeese

Request for Qualifications
for Design-Build Services

Police Department Facility
Cost Comparison & Construction

Request Number 25-300

Project Title:

Request Number:

Police Department Cost Comparison & Construction

25-300

***NOTICE OF REQUEST FOR QUALIFICATION (RFQ) STATEMENTS
FROM FIRMS INTERESTED IN PROVIDING DESIGN-BUILD
SERVICES FOR POLICE DEPARTMENT
BUDGET ANALYSIS & CONSTRUCTION***

As provided for under General Statute section 143-128.1A., the Town of Valdese has elected to use design-build as the contracting method for a two-phase contract in the construction of a Police Department.

The Town of Valdese invites interested firms/teams to submit a written Statement of Qualifications (SOQ) relating to this solicitation. Proponents are invited to review the information and to submit their SOQ in accordance with the criteria established within this RFQ. A Project Screening Committee will evaluate firms'/teams' qualifications and experience with similar projects. The Town will rank the submittals and create a short list of firms/teams to interview before selecting the best qualified firm/team. The firms/teams determined to be best qualified through review of the submitted SOQs will be invited to interview with a project committee and the firm/team being most qualified will be selected for negotiations to complete the project. Should negotiations become unsuccessful, the second ranked firm/team will be invited to enter negotiations.

Written questions must be received by January, 6th 2024, no later than 12:00 PM.

Email questions are acceptable but must contain the wording "**Police Department DB RFQ Question**" in the subject line. Questions may then be responded to as an amendment to this document and posted to the solicitation within an anticipated five (5) working days after questions deadline. Oral statements or instructions shall not constitute an amendment to this RFQ.

All submittals must be received by the deadline specified herein. Any submittals received after the due date and time specified will not be considered. The Town of Valdese reserves the right to reject any or all submittals, or to withhold awarding a contract for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until sealed proposals are opened.

POINT OF CONTACT:

Bo Weichel, Interim Town Manager
Town of Valdese
102 Massel Ave SW
Valdese, NC 28690
Mail:
PO Box 339
Valdese, NC 28690
bweichel@valdesenc.gov;
828-879-2123

Project Title:

Request Number:

Police Department Cost Comparison & Construction

25-300

<p>Submittals must be received by the deadline</p> <p>Mailing Address:</p> <p>Town of Valdese – Administration Post Office Box 339 Valdese, NC 28690 Attention: Mr. Bo Weichel</p> <p>Delivery Address:</p> <p>Town of Valdese – Administration 102 Massel Ave SW Valdese, NC 28690 Attention: Mr. Bo Weichel</p>	<p>Submittal Deadline:</p> <p>Emailed PDF version: January 27, 2024 bweichel@valdesenc.gov</p> <p>Hard Copies delivered: January 31, 2024 address noted to the left</p>
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I. DEFINITIONS

- A. "The Owner" means officers or employees of the Town of Valdese.
- B. "Proponent" means the person or firm/team responding.
- C. "Statement of Qualifications" or "SOQ" means the submission received from a Proponent in response to this RFQ.
- D. "Request for Qualifications" or "RFQ" means the entire document, including all of the documents and any addenda thereto issued before the RFQ closing time.

II. PROJECT BACKGROUND

The Town's Police department has 14 full-time employees and currently operates out of Town Hall. This arrangement is in place due to the existing building that housed police operations was deemed unsafe and has been evacuated. The existing building was built in the 1970's and has major structural failure in the walls and erosion issues under the floor.

The Town has recently purchased a building that served as a law office up until a few months ago. This building is located at 215 E Main St, Valdese. The building has an approximate area of 7,300 square feet among two levels. Each level has ground access due to the slope of the terrain. The Town has also purchased a 1.73 acre parcel at 200 Massel Ave SW with the intent of building a future Fire Station.

III. SCOPE OF SERVICES

The Design-Build services shall be completed in a two-phase approach utilizing DBIA 520 & 525 contracts.

Phase I:

This phase shall consist of a schematic design level (30%) comparison of the cost to either renovate the existing building at 215 E Main St. for police operations versus the cost to combine a police department into the future fire department as a combination facility with some shared spaces.

From these budgetary numbers, it is anticipated the Town Council will choose to proceed with either a renovation or combination building. One of those projects will transition into Phase II as outlined below.

Project Title:

Request Number:

Police Department Cost Comparison & Construction

25-300

Phase II:

The scope of work is to provide design and construction services for the project throughout preconstruction and construction phases

Design: Establish a Guaranteed Maximum Price (GMP) through further design stages including but not limited to, schematic design (from Phase I), design development, construction documents, coordination with other agencies, geotechnical engineering, surveying, cost opinions during design development, final design meeting State and local requirements, technical specifications, cost opinion at various stages of the project, obtaining all necessary permits, scheduling, cost control, project management, quality assurance and quality control of design.

Construction: Construction related activities, construction management, and completing project close-out activities. The contractor will be required to coordinate with other vendors hired by the Town to complete specific IT systems.

IV. PROJECT BUDGET

The budget shall be established from the cost comparison completed during Phase I.

V. ESTIMATED PROJECT SCHEDULE

Electronic Statement of Qualifications due	January 27, 2024
Hard Copies Statement of Qualifications due	January 31, 2024
Review Statements of Qualification	February 3-11, 2024
Interview final selections	February 24-28, 2024
Selected firm notified and proposed	
Phase I contract delivered to the Town	March 3-14, 2024
Contract review by legal counsel	March 17-21, 2024
Phase I contract adoption by Town Council	April 7, 2025

VI. SELECTION PROCESS

The Town of Valdese will negotiate a contract with the top-rated firm following selection. If a contract cannot be successfully negotiated with the top-rated firm, the Town will proceed to the second-rated firm.

NC Licensing Requirements – All individuals and firms working on this project shall be properly licensed under the NC laws governing their trades.

VII. SUBMISSION INSTRUCTIONS

- A. No contact shall be made with Valdese Town Council as this shall be grounds for dismissal of RFQ submittal.
- B. All questions should be submitted in writing to the Point of Contact listed above.
- C. SOQs will be received prior to deadline by email, in person at Town Hall, or by mail (information at beginning of RFQ).
- D. SOQs submitted via fax are not acceptable and will not be considered.
- E. Proponents will be evaluated on experience and qualifications. Project fee related information is not requested (excepting Section II, subsection D, paragraph 1) and will not be used in the evaluation process. Receiving project fee related information will be grounds for dismissal of the RFQ submittal. Firms/Teams shall submit their standard rates for positions involved in the Project.

Project Title:

Request Number:

Police Department Cost Comparison & Construction

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- F. Clearly indicate on the envelope the name of the Proponent and the name of the Project for which the SOQ is being submitted.
- G. Refer to the section SOQ Content Requirements for detailed instructions.
- H. There will not be a pre-proposal conference for this project.
- I. There will not be a public opening of the SOQs with Proponents present.

VIII. COST OF SUBMISSION AND OWNERSHIP OF SOQ

- A. The Town of Valdese is not responsible for any costs incurred by Proponents in preparing, submitting, or presenting their SOQs.
- B. Except as otherwise provided in this RFQ, all SOQs become the property of the Town upon submission and will not be returned.

STATEMENT OF QUALIFICATIONS CONTENT REQUIREMENTS

This section specifies in detail the form and minimum content requirements for information required to be submitted in each SOQ. Proponents may, at their discretion, include additional information which they consider relevant to ensure a full and proper evaluation, provided that the specified maximum allowable number of pages is not exceeded.

I. SUBMITTAL FORMAT

- A. Original (loose), five (5) bound copies and a PDF provided by email is required of each submittal. The material should be in sequence and related to the solicitation. The sections of the submittal shall be tabbed to match SOQ and be clearly identifiable. Failure to include all requested information will result in the proponent being non-responsive and may result in the rejection of the proponent's submittal.
- B. Cover letter expressing interest in the available project. It shall also identify a principal and secondary individual as point of contact for any future correspondence and be a maximum of two pages.
- C. Page size of the SOQ shall be 8 ½" x 11" with a minimum font size of 10. A maximum of two (2) 11" x 17" pages will be allowed (one (1) page if double sided). Note: this will count towards the page limit.
- D. No more than 30 pages single sided or 10 pages double sided. Note: divider tabs (if used), Cover Letter and Table of Contents do not count towards the page limit and shall not include pertinent information to be evaluated.

II. SOQ CONTENT

Please provide the following in this order:

- A. Cover Letter/Letter of Interest (does not count toward page limit; two (2) page maximum)
 - 1. Principal and secondary contact for the project including mailing address, email, phone numbers, and appropriate license numbers. At least one of these individuals shall have the ability to negotiate Contract conditions for the Proponent.
 - 2. Provide a statement of interest, including a narrative describing the firm's unique qualifications and answering the specific question "why should the Town select your firm/team for this project?"
- B. Table of Contents Page (does not count toward page limit)
- C. Firm Profile

Project Title:

Request Number:

Police Department Cost Comparison & Construction

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1. Provide general information about the Proponent, which needs not be specific to this RFQ. Include history of the firm, years in business, office locations, number of staff, types of services provided and specialist areas of expertise. Indicate office location from which services will be provided. This includes any sub-consultants.
 2. Statement that the Proponent is licensed to provide required professional services in the State of North Carolina.
 3. Statement (confirmation) of current general liability insurance as required to provide services.
- D. Experience and Qualifications of the Proposed Team
1. Provide a minimum of three similar projects or general municipal projects (contracted within the last five years) for which your team was responsible and which you consider to be a demonstration of your team's ability related to this project, including project title, reference (name, phone, email) location, design fees, initial cost estimate, contracted GMP amount, approximate final GMP, year completed, and members of proposed team included with project and their role on it. Include information on how actual project construction cost compared to initial cost estimate. Provide a narrative explaining any differences.
 2. Please provide a minimum of three (3) unique municipality references (should references in item D (1) above be duplicated, may provide a reference without a project).
- E. Experience and Qualifications of Proposed Team Members (this information will count toward page limit).
1. Provide an organizational chart demonstrating your team's leadership, key team members and any proposed sub-consultants along with project roles. Identify projects, if any, where team in SOQ worked together on projects.
 2. Provide experience and qualifications of key team members via resumes, who will be responsible for this project (with any critical sub-consultant). Include work experience, education, licenses, registrations, or certifications applicable to the proposed work.
Explain why your team is especially well qualified to perform the required services. Provide the experience of the proposed team member on similar projects. Identify client, project name, location, size, and dollar value of similar work to illustrate work quality and the role of each proposed team member.
NOTE: Projects used as examples of similar work shall be clearly noted if the work was done by individuals while employed by other firms. The only projects which you may claim without attribution are those projects actually produced by your firm/team. Improper or misleading credit for projects, in our view, is an adverse reflection on a firm's integrity and may be grounds for rejection of those projects from your experience or record or dismissal of the entire RFQ submittal.
 3. For each person listed above, list what aspects of preconstruction or construction the person will handle. For those persons who will divide their time between preconstruction and construction phases, indicate what percentages of their time will be devoted to each phase.
 4. Indicate office location of each team member.

Project Title:

Request Number:

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25-300

- F. Project Approach
1. Proponents shall provide a description of their approach, including any information that may differentiate your team. Your approach should include (not necessarily in this order), at a minimum, the following:
 - a. Technical approach
 - b. Project management approach, including assigning personnel (man-loading) to a project of this nature, duration, and how such relates to the proposed scope of services (including sub-consultants)
 - c. Project cost estimating
 - d. Budget and schedule control
 - e. Quality management
 - f. Your expectations of Town during design process
- G. Interview
- If selected for an interview, firm/team shall present project vision and preliminary thoughts as part of the interview presentation.

SPECIAL TERMS AND CONDITIONS

I. INSURANCE PROVISIONS

Certificates of insurance must be submitted to the Town and the Town must be named as additional insured on all lines of coverage (General Liability, Auto, Umbrella, etc.), except Professional Liability and Workers' Compensation.

Minimum insurance levels required:

General Liability	\$5,000,000
Auto	\$1,000,000
Umbrella	\$1,000,000
Professional Liability	\$1,000,000
Worker's Compensation	\$1,000,000

Description of Operations Section.

The following wording must be entered into this section:

The Town of Valdese is named as an additional insured as required by written contract. Waiver of Subrogation is granted in favor of the Town of Valdese on the GL and WC policies.

The following address should be used for certificates:

Town of Valdese
Attn: Administration
PO Box 339
Valdese, North Carolina 28690

- II. KEY PERSONNEL:** It is essential that the Proponent provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Proponent agrees to assign specific individuals to the key positions.

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Request Number:

Police Department Cost Comparison & Construction

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The Proponent agrees that once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the Town.

If key personnel are not available for work under this Contract for a continuous period exceeding ten (10) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Proponent shall immediately notify the Town, and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

Selected Proponent must be able to appropriately staff the project within ten (10) days of Town Council award.

- III. OTHER CONTRACTS:** The Town may enter into Contracts for additional work related to this project. The Proponent shall fully cooperate with other contractors, design firms, and with Town employees to accommodate such other work. The Proponent shall not commit or permit any act that interferes with the performance of such work by other contractors.
- IV. COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the Town shall pay the Proponent in accordance with the negotiated contract rates, and the Proponent shall charge the Town only in accordance with those same rates. The Town will pay the Proponent following the submission of deliverables, as per contract, and of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized Town representative confirming the services for which payment is requested.

DESIGN-BUILD RFQ AND CRITERIA – TIME FOR DEFINITIVE ACTION

Executive Summary

The Town's consideration of its public safety building concerns began in January 2018 when the Fire Chief engaged an engineering firm to inspect growing cracks in its walls. The staff considered numerous options, involving the council in only a few, leading to the September 2020 CBSA contract. It was canceled in December 2023 by the current council.

The glaring exception was the August 2018 recommendation of the Fire Chief, a structural engineer, and an architect to shore up the existing building at cost estimates from \$150,000 to \$200,000 to protect the employees. The council's rejection of that recommendation exposed the Town to unlimited liability risk until the personnel were relocated in 2024.

During 2024, through the efforts of four citizens and two council members, all with extensive construction and facilities management experience, the process was brought to the brink of two definitive considerations for the October 7, 2024, council meeting:

- Renovate the 215 Main St E building for \$1 million, which would have put the police station on Main Street within six months, for an all-in cost of \$1.5 million.
- Enter a design-build approach to construct a new fire station at 200 Massel Ave SW.

The council expanded the renovation option to an all-in cost of over \$2 million. Interim Manager Weichel, recognizing that investing \$2+ million in a 58-year-old building was not wise and more costly than new construction, achieved council consensus by November 1 to develop a design-build RFQ for a combined PD/FD on the 200 Massel Ave property.

Current Status of the Design-Build RFQ

At the November 4 council meeting, the council expanded the scope of the design-build RFQ to get yet another quotation on renovating the 215 Main St building based on the schematic drawings developed by Talley & Smith. The design was the basis for their estimate that all-in would have exceeded \$3 million.

These alternate amendments to the Design-Build RFQ will be suggested on December 2:

1. Narrow the scope to Interim Manager Weichel's recommendation rather than investing additional funds and time to revisit the Main Street renovations or
2. Expand the scope to include the third option many citizens suggest – get an estimate for adding the police department to the town hall.

Exhibits to Reiterate and Illustrate Expansion of the RFQ Beyond the Combined PD/FD

A-1 – The 215 renovation estimate provided by Talley & Smith on September 19, 2024

A-2 – For comparison, the 225 Main Street PD option was provided by SCN Architects in 2018 and rejected by the staff.

B – The consideration of modifying the town hall to include the PD, as developed by Talley & Smith in November 2019. It was so deeply flawed, heavily opinion-based, and rejected by staff without ever being presented to the town council that it merits further in-depth consideration.

VALDESE POLICE DEPARTMENT
Building Program: Square Feet and Estimated Cost

Thursday, September 19, 2024

BUILDING AREAS	Sq.Ft.
Entrance Lobby	200
Public Unisex Restroom	68
Police Chief's Office, with area for table and 4 chairs	320
Assistant Chief's Office	224
Task Force Office	100
Administrative Assistant/Records Manager	168
Receptionist	144
Work Room with Office Supplies Storage	120
Records Storage/Archive - suitable for a movable file storage system	300
Secure Records Room	50
Detective's Office	100
Secure Interview Room	80
Patrol Sergeants' Offices (4 at 100 each)	400
Patrol Room (open office for 6 officers)	266
Patrol Storage	50
Evidence Room	500
Found Property (NIC Bicycles)	100
Storage - Armory	150
Storage - Quartermaster	100
Storage - Programs	40
Conference/Training Room (for 20 people)	400
Training Equipment Storage	40
Table/Chair Storage	40
Exercise/Fitness Room	400
Male Toilet Room (2 fixtures, 1 shower)	170
Male Locker Room (20 lockers)	260
Female Toilet Room (1 fixture, 1 shower)	100
Female Locker Room (6 lockers)	100
Breakroom	170
Janitors Closet	100
IT Server/Telephone Room	120
Mechanical Room	144
Electrical Room	80
SUBTOTAL	5,604
Corridors/Mechanical Rooms/Wall Thicknesses (30%)	1,681
TOTAL GROSS BUILDING AREA SQUARE FEET	7,285

ESTIMATED PROJECT AND CONSTRUCTION COSTS

Low Range at \$300/sf	\$ 2,186,000
Mid Range at \$325/sf	\$ 2,368,000
High Range at \$350/sf	\$ 2,550,000

NOTE: EXCLUDES 1000 SF SALLY PORT & SITE PREP AT \$500K UPWARDS

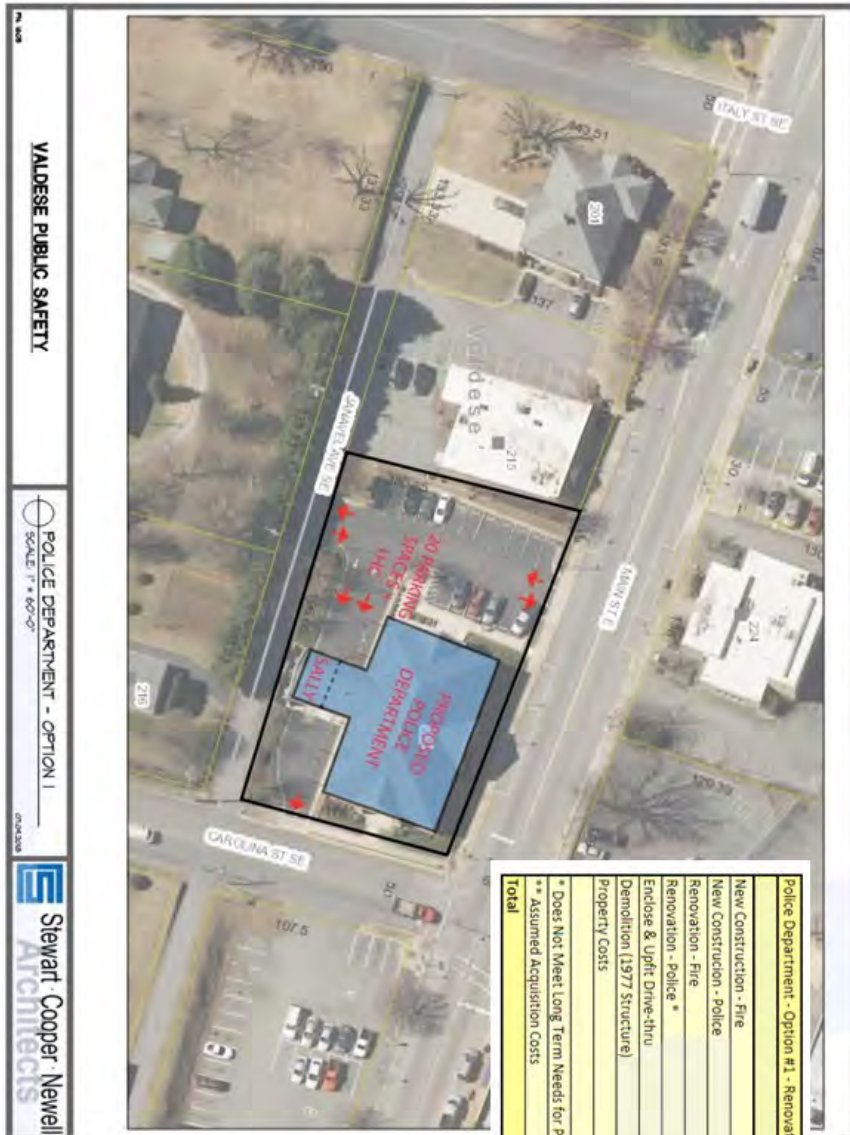
AUGUST 2018 – OPTION FOR POLICE DEPARTMENT AT 225 MAIN ST E

FACTORS: Cost: \$1.7 million; Lot size 2x 215 Main St E

Conclusion: Staff adjudged “not suitable”

Police Station – Option #1
 (Renovation of exist BB&T Facility)

Agenda



Police Department - Option #1 - Renovate BB&T Facility		
	Sq.Ft.	Costs
New Construction - Fire	375	
New Construction - Police	400	
Renovation - Fire	175	
Renovation - Police *	200	1,188,200
Enclose & Light Drive-thru	225	103,725
Demolition (1977 Structure)	4,05	
Property Costs		400,000
* Does Not Meet Long Term Needs for PD		
** Assumed Acquisition Costs		
Total	6,402	1,691,925



EXHIBIT B - MODIFY TOWN HALL FOR PD

- NOTES:** 1) This report was never shared with Town Council
 2) Several assumptions are frivolously incorrect.
 3) Several so-called, "cons" no longer exist.
 4) No estimates were developed - it was simply rejected out-of-hand by the staff.



**TALLEY & SMITH
 ARCHITECTURE, INC.**

P.O. BOX 518(28151) 409 E. MARJON ST. (28150) SHELBY, NC 704-487-7082 FAX 704-482-5596 TALLEYSMITHARCH.COM

November 25, 2019

seckard@valdesenc.gov

Seth Eckard, Town Manager
 991 Upward Rd.
 Flat Rock, NC 28731

Re: Report on the Feasibility of New Police Department Addition to Town Hall
 Town of Valdese, NC

Dear Mr. Eckard,

We have investigated the viability of building the new Police Department as an addition to the existing Town Hall. The most obvious benefit is that it would take advantage of building the Police Department on property that is already owned by the Town.

The result of our initial study is that the site is not large enough to meet the needs of the Police Department and Town Hall, and that this approach does not offer a significant cost savings. More of the disadvantages of this option are described at the end of this report.

The following is some basic information about the project, and then lists of the pros and cons:

Basic information:

- New Police Department building will be about 7,565 square feet total.
- The Town Hall will provide about 1,600 square feet to be renovated as part of the Police Department. The remaining 6,000 square feet will be new construction.
- The site area on the east/right side of the Town Hall is not large enough for the Police Department Addition. The Addition will need to be on the west/left side of the Town Hall, where there is more available site area.
- The initial discussion has been that some of the interior areas in the Town Hall will be repurposed to be part of the Police Department. The areas discussed start at the main entrance and go across the front of the building. Since the right side of the building is not a feasible location, this will require relocating the Town Manager, Clerk, Mayor's Office, and one other office.
- Costs: It is unlikely that constructing the Police Department as an addition to the Town Hall will be significantly less than a new Police Department on a new

Seth Eckard
November 25, 2019

site, unless the new site requires extensive remediation. (Issues such as bad soil, large retaining walls, or complex soil erosion control measures.) The following are cost items to consider if the Police Department is built as an addition to the Town Hall.

- o The costs of new construction of the building at another site and the new building addition will be the same.
- o The cost of connecting the addition to the existing building will be more expensive than free standing new construction.
- o The cost of renovations and repurposing interior areas within the Town Hall can be expected to be performed at about 65% to 75% of the cost of new construction, unless interior floor plan changes are required (such as new walls, new doors, new ceilings, HVAC changes, etc..)
- o The retaining wall construction that will be required is typically more expensive than grading and shaping a site, but there will be some savings because other areas of the site are already developed and would not require any changes. Without having a specific site to compare to, it is not possible to determine whether this site will offer a significant savings or will be more expensive than another site.

Pros:

1. The Town Hall property is owned by the Town and is already developed.
2. The Town Hall and Police Department are both Town departments and their administrative functions should be compatible as occupants of the same building.

Cons:

1. Significant interior renovations are anticipated to relocate the Town Manager and Clerk. An initial expectation is that some offices may have to move into what is currently a Multi-Purpose Room and maybe into what is currently the Work File Room. Further discussion and investigation will be required to determine the extent of the relocations and interior renovations required.
2. The Police Department Addition will go where the current western parking lot is. A new smaller parking lot and drive will be established between the Addition and Faet Street.
3. Site work will require grading the west side of the site and extending the existing segmented retaining wall west about 65 feet towards Faet Street and then turn it to run south about 120 feet towards Massei Avenue.
4. The finished project site might have the same number of parking spaces as it has now (39) or possibly less parking spaces. This may be a problem because we estimate that the Police Department will require 5 to 7 parking spaces that are always occupied in addition to whatever parking is required for normal police business.

Seth Eckard
November 25, 2019

5. Building construction costs will be about the same for the addition and interior renovations versus a new building. (See the Basic Information for cost information regarding site work.)
6. If the Police Department is completed as an addition to the Town Hall, it will have long term implications for the growth of the Town Hall. It may not be possible to add any future Town Hall staff.
7. The Valdese Economic Development non-profit would have to move out of the Town Hall. (They currently occupy two office areas.)
8. Town Hall staff will have to regularly enter the Police Department areas to get to the break room and staff toilets. Thus, access to areas in the Police Department that are inside the existing Town Hall will not be as secure as normally required for a Police Department. (It may be possible to rework the floor plan to address this issue, but significant interior changes will cost about the same as new construction.)
9. Future growth of the Town Hall staff or the creation of new positions will be limited because there will not be room for new personnel or offices. The same will be true for the Police Department, though upon completion of this project it should be 25 years or more before the Police Department will require renovation or expansion.
10. There will be times when adequate parking is not available on site.

The two top priorities for most projects are the costs and the functional efficiency of the building and site.

With regard to costs, it is unlikely that the construction cost of new Police Department constructed as an addition to the existing Town Hall will provide a cost savings. The consideration that is hard to determine is the site work. A new Police Department on a real good site could be less expensive than a Police Department Addition to the Town Hall. And the opposite is also true; the site work for a new Police Department building on a site that requires significant remediation will be more expensive than an addition to the Town Hall.

With regard to functional efficiency, there will be some sacrifices for the Town Hall and the Police Department if the Police Department is added to the building. The Town Hall staff will need to enter Police Department areas in order to access the breakroom and staff toilets. This may not be an acceptable compromise for the Police Department. This approach will also prohibit any future growth of both the Town Hall staff and the Police Department.

Our current determination is that the Town Hall site is not large enough to support both the Police Department and the Town Hall. This option may be reasonable only if no other suitable sites are available. Then it may be worth further exploration with the understanding that this option comes with limitations that make it less than ideal.

MICHAEL GRAVES

CERTIFIED BID TABULATION

PROJECT NAME: Town of Valdese - Draughn Aquatic Center Structure
 Massel Ave SE, Valdese, NC 28690

PROJECT NUMBER: 24-858

TIME: 11:00AM

PLACE: Town of Valdese Town Hall, 102 Massel Ave. SW., Valdese, NC 28690

DATE: Monday, October 28, 2024

Rebid Date: Thursday, November 14, 2024

CONTRACT: GENERAL CONSTRUCTION - SINGLE PRIME



11-18-24

CONTRACTOR	BOND/CHECK	LICENSE NO.	ADD NO. 1	ADD NO. 2	ADD NO. 3	BASE BID	
Houck Contracting 315 Skyline Road Hickory, NC 28601	✓	49615	✓	✓	✓	\$ 1,793,930.00	

BID FORM

Name of Bidder Houck Contracting, LLC
 Business Address 315 Skyline Road
Hickory, NC 28601
 N.C. License No. 49615
 Telephone Number (828) 320-4560 / (828) 308-6773
 Email Address chouck7@gmail.com / houck3@outlook.com

PROJECT: **Town of Valdese – Draughn Aquatic Center Structure**

TO: Town of Valdese

Gentlemen:

The undersigned, having carefully examined the Bidding Documents, Drawings and Specifications, and all subsequent Addenda as prepared by **Walter Robbs Architects, a Michael Graves Company**, has visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all labor, materials, equipment, services, and other requirements to complete the following construction:

All to be in accordance with the bidding documents for the following amounts:

BASE BID: One Million, seven hundred ninety-three thousand, ^{nine hundred} and thirty Dollars (\$ 1,793,930)

Base Bid does not include state or local sales tax; see Paragraph "Taxes" of Instructions To Bidders. Base Bid does include all Cash Allowances and Quantity Allowances described in Section 01200. Base Bid does NOT include Bid Alternates described in Section 01200.

UNIT PRICES:

Should the undersigned be required to perform work over and above that required by the Contract Documents, or should he be ordered to omit work required by the Contract Documents, he will be paid an extra or shall credit the Owner, as the case may be, on the basis of unit prices stated herein, prices quoted being sum total compensation payable or creditable for such items installed and in place, including overhead and profit, general conditions and duration related expenses and all other expenses associated with the work.

<u>Work</u>	<u>Unit</u>	<u>Price</u>
Excavation and off-site removal of unsuitable soil and replacement of off-site backfill (57 stone) compacted.	Cu. Yd.	\$ <u>260</u>

LINE ITEM:

<u>Work</u>	<u>Price</u>
Cost of Field Verification during Mandatory Site Visit (included in Base Bid).	\$ <u>0</u>

Addenda have been received as follows:

Addendum No. <u>1</u>	Date <u>10-18-24</u>
Addendum No. <u>2</u>	Date <u>10-24-24</u>
Addendum No. <u>3</u>	Date <u>11-06-24</u>

The undersigned further agrees to sign a Contract for all work in the above amounts, if offered within thirty (30) days after receipt of Bids, and to furnish surety as specified, and upon failure to do so, agrees to forfeit to the Owner, attached cashier's check, certified check or Bid Bond in the amount of:

\$ Eighty-nine thousand, six hundred ninety-seven dollars \$ 89,697.00 of Base Bid).

The undersigned further agrees to begin work promptly after a Notice to Proceed with an adequate force, carry the work forward as rapidly as possible and complete the entire Project no later than 180-240 days consecutive calendar days after the date to begin as specified in the Notice to Proceed.

The undersigned hereby states that he will use the following major subcontractors if awarded the Contract:

Plumbing:	<u>Chad Sigman Construction</u>
HVAC:	<u>William C. Reynolds</u>
Electrical:	<u>Progressive Electric Co.</u>

The undersigned agrees that he has executed and submitted with his bid the Statement of Bidder's Qualification which is attached as the last page of this Bid Form.

It is distinctly understood that the Owner reserves the right to reject any and all Bids and to waive informalities and technicalities if considered to be in the best interest of the Owner.

Bidder hereby verifies that he is properly licensed in accordance with North Carolina state laws governing his respective trade and has entered his NC license number on the first page of this Bid Form.

Howek Contracting, LLC
Name of Bidder

By Charles R. Howek
Signature

Title Project Manager

Date Proposal Executed: November 14th, 2024.

Note: Execute and include "Statement of Bidder's Qualifications" as the last page of this Bid Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. When was firm organized? August 1998
2. When and where was firm incorporated? Hickory, NC
3. How many years has firm been engaged in contracting business under its present firm name?
26 years
4. Undersigned () is willing () is not willing to furnish a recent Financial Statement if requested to do so by Owner. (Note failure to provide financial information could result in disqualification.)
5. Three projects completed within last five (5) years approximating this project in size and scope.

Owner	Type Building:	Approx. Cost:	Architect
A. <u>Town of Valdese</u>	<u>Historic</u>	<u>\$1,200,000</u>	<u>SGA</u>
B. <u>Fairfield Inn</u>	<u>Hotel</u>	<u>\$1,000,000</u>	<u>Fairfield</u>
C. <u>City of Myrtle Beach Memorial Structure</u>	<u>Memorial Structure</u>	<u>\$1,200,000</u>	<u>Bolton Menk</u>

6. Have you ever refused a contract at your original bid? No
7. Have you ever defaulted on a contract? No

If answer to either 6 or 7 above is yes, explain circumstances on attached sheet.

(This statement must be subscribed and sworn to before a Notary Public.)

Sworn to and subscribed

before me this 18 day

of August, 2024

Emily J. Taylor
Notary Public

Firm Name: Houck Contracting, LLC

By: Chad R. Houck Chad R. Houck

Title: Project Manager



\$1,793,930	Houck Contracting bid price
(377,000)	GRANT - NC Parks & Recreation Trust Fund Accessible Parks (\$500k less the \$123k for ADA work per grant requirement)
(100,000)	GRANT MATCH (20% on \$500k) - Private Donation
(300,000)	Capital Campaign program as recommended by Parks & Rec Commission-will discuss at the 11/18 pre agenda meeting
\$1,016,930	Remaining balance of the contract with Houck
\$123,000	Cost of completing ADA compliant work
(123,000)	GRANT - NC Parks & Recreation Trust Fund Accessible Parks (portion of the \$500k grant) ADA work is required to meet grant compliance
\$0	Remaining balance for ADA work

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

STATE OF NORTH CAROLINA

GRANTEE'S FEDERAL TAX I.D.# 56-6001355

COUNTY OF WAKE

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

Grantee: Town of Valdese

Grantee Address and Contact Information:

**David Anderson
Parks & Recreation Director
PO Box 339, Valdese, NC 28690
828-874-6733
dandersen@valdesenc.gov**

Grantee Fiscal Year End Date: June 30

Grant Award Date: August 23, 2024

Project Number: 2024-1128

Project Title: Valdese Community Center Access Grant

Period Covered by This Agreement: 11/1/2024 through 10/31/2027

Project Scope (Description of Project): 13,310 sq. ft. Aluminum Framed Pool Structure with architectural fabric roof and sides, Automatic Lobby Door and Install (including electrical work), Tennis Court Ramp (demo, fence work, concrete, handrails, painting), Front of Building Ramp (demo of canopy, 4" thick concrete and brick ramp, handrails, paint), and planning

Project Costs:	AP Grant Award Amount	\$ 500,000
	Local Government Match	\$ 291,670

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the Town of Valdese (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for the construction of new facilities or adaptation of existing facilities that meet the unique needs of persons with disabilities or that enable them to participate in recreational and sporting activities, regardless of their abilities. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), Section 14.4 of N.C. Session Law 2023-134 authorizing the Accessible Parks ("AP") grant program and funding, and the AP grant application, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The AP grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every five dollars of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the AP grant award amount for the Project outlined on page 1 of this Agreement.
2. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.
3. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
4. All authorized State entities, including the Department's internal auditors, shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with N.C.G.S. §§ 143-49 and 147-64.7. Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
5. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into PARTF for distribution by the PARTF Authority.
6. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

- deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.
 3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.
 4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.
 5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
 - b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
 - c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
 6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.
 7. The Grantee agrees to maintain and manage AP-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
 8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
 9. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
 10. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may terminate this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by written notice to the Department.
2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

(60) days' written notice to the other Party, or as otherwise provided by law.

3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof.

In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Effect of Termination:
 - a. In the event the Agreement is terminated by either party, the Grantee will be paid for work that is satisfactorily completed under the terms of this Agreement, as determined by the Agency and under the terms herein, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.
 - b. The Grantee will not incur new obligations for the terminated portion of the Agreement and will cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Agency or providing the Agency with the same if the Grantee is terminating the Agreement. Costs incurred after receipt or provision of termination notice will be disallowed.
 - c. The Grantee shall not be relieved of any liability owed to the Agency because of any breach of the Agreement by the Subgrantee. The Agency may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Agency from the Subgrantee is determined.
5. A failure of either party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.
6. 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 by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).
2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

3. The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Agreement. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, Section 14.8 of N.C. Session Law 2021-180, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or AP grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.
4. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
 - a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.
5. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
6. To the extent allowed by law, the Grantee shall hold and save the State, 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 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 Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.
7. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	David Anderson Parks & Recreation Director Valdese, Town of PO Box 339 Valdese, NC 28690 828-874-6733dandersen@valdesenc.gov

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

8. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.
9. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall 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.
10. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.
11. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address 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 local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.
12. The Grantee is and shall be wholly responsible for the performance of this Agreement, and as such, shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Agreement. The Grantee's performance of this Agreement does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State or the Agency. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State or the Agency.
13. The Grantee certifies that it:
 - a. Has neither used nor will use any appropriated funds for payment to lobbyists;
 - b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
14. Under N.C.G.S. §133-32 and Executive Order 24, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
 - a. have a contract with a government agency; or
 - b. have performed under such a contract within the past year; or
 - c. anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Agreement.

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

15. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.
16. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.
17. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
18. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
19. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.
20. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.
21. 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. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Town of Valdese	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Charles Watts	Mayor
Typed or Printed Name of Official	Title of Official
12/02/2024	
Date	

(Notary Public Completes)

State of North Carolina


County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)


**North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary**

By:

**Director, NC Division of
Parks & Recreation**

Department Head or Authorized Agent for Secretary Wilson	Title	Date
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N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement**Attachment A****Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be 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 Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

N.C. Parks and Recreation Trust Fund Accessible Parks Project Agreement

Attachment B
Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – AP Grant Program for Local Governments

Grantee: Town of Valdese

Title of Project: Valdese Community Center Access Grant

Project Number: 2024-1128

Contract Number: 2024-1128

Amount of Grant: \$500,000

Amount of Match: \$291,670

Contact Person for Project: David Anderson

Title: Parks & Recreation Director

Address: PO Box 339, Valdese, NC 28690

Telephone: 828-874-6733

Contact email address: dandersen@valdesenc.gov

Scope of Project: 13,310 sq. ft. Aluminum Framed Pool Structure with architectural fabric roof and sides, Automatic Lobby Door and Install (including electrical work), Tennis Court Ramp (demo, fence work, concrete, handrails, painting), Front of Building Ramp (demo of canopy, 4" thick concrete and brick ramp, handrails, paint), and planning

Length of Project: 11/1/2024 through 10/31/2027

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Valdese grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

Budget Amendment # 7-10

Subject: Equipment and installation transfer switch and disconnect for PW generator

Description: This amendment covers the equipment and installation to switch power on/off from the generator. Three quotes were received from licensed electrical companies. This amount shown is the lowest of the three quotes. This work is necessary whether a new or used generator was purchased. Approximately \$50,000 was saved by going with a used 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, 2025:

Section I:

The following revenues available to the Town will be increased:

Account		Description	Decrease/ Debit	Increase/ Credit
10.3990.000		General Fund Balance Appr.		19,662
Total			\$0	\$19,662

Amounts appropriated for expenditure are hereby amended as follows:

Account		Description	Increase/ Debit	Decrease/ Credit
10.4250.740		Capital Outlay	19,662	
Total			\$19,662	\$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 # 6-10

Subject: Additional expenses for July 4, 2025 Independence Day Celebration

Description: The adopted budget includes funding this event at a "non-holiday" rate. This budget amendment includes the additional expenses associated with holding the Town-sponsored Independence Day celebration on July 4, 2025.

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, 2025:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		40,380
	Total	\$0	\$40,380

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit	
10.4250.021	Overtime	571		Add'l employees/Holiday Pay
10.4250.050	FICA Taxes 7.65%	44		Add'l employees/Holiday Pay
10.4250.070	Retirement Contribution 14.41%	83		Add'l employees/Holiday Pay
10.4350.021	Overtime	1,507		Add'l employees/Holiday Pay
10.4350.022	Part time - Public Works	572		Add'l employees/Holiday Pay
10.4350.050	FICA Taxes 7.65%	159		Add'l employees/Holiday Pay
10.4350.070	Retirement Contribution 14.41%	218		Add'l employees/Holiday Pay
10.5600.021	Overtime	1,887		Add'l employees/Holiday Pay
10.5600.050	FICA Taxes 7.65%	145		Add'l employees/Holiday Pay
10.5600.070	Retirement Contribution 14.41%	272		Add'l employees/Holiday Pay
10.5800.021	Overtime	448		Add'l employees/Holiday Pay
10.5800.050	FICA Taxes 7.65%	35		Add'l employees/Holiday Pay
10.5800.070	Retirement Contribution 14.41%	65		Add'l employees/Holiday Pay
30.8120.021	Overtime	5,120		Add'l employees/Holiday Pay
30.8120.050	FICA Taxes 7.65%	392		Add'l employees/Holiday Pay
30.8120.070	Retirement Contribution 14.41%	737		Add'l employees/Holiday Pay
10.4200.020	Overtime	589		Add'l employees/Holiday Pay
10.4200.050	FICA Taxes 7.65%	45		Add'l employees/Holiday Pay
10.4200.070	Retirement Contribution 14.41%	85		Add'l employees/Holiday Pay
10.5100.021	Overtime	4,138		Add'l employees/Holiday Pay
10.5100.022	Part time - Reserve Officers	429		Add'l employees/Holiday Pay
10.5100.050	FICA Taxes 7.65%	351		Add'l employees/Holiday Pay
10.5100.065	Law Enforcement 401k 5%	195		Add'l employees/Holiday Pay
10.5100.070	LEO Retirement Contribution 15.79%	653		Add'l employees/Holiday Pay
10.5300.021	Overtime	2,720		Add'l employees/Holiday Pay
10.5300.050	FICA Taxes 7.65%	209		Add'l employees/Holiday Pay
10.5300.070	Retirement Contribution 14.41%	392		Add'l employees/Holiday Pay
10.6250.021	Overtime	2,039		Add'l employees/Holiday Pay
10.6250.021	Part time	585		Add'l employees/Holiday Pay
10.6250.050	FICA Taxes 7.65%	201		Add'l employees/Holiday Pay
10.6250.070	Retirement Contribution 14.41%	294		Add'l employees/Holiday Pay
10.5100.450	Contracted Services	1,400		Off-duty deputies x 4
10.6250.452	Contracted Services	250		Staging
10.6250.452	Contracted Services	2,000		Entertainment/Band
10.6250.452	Contracted Services	300		RV
10.6250.452	Contracted Services	1,750		Sound and Lighting
10.6250.450	Contracted Services	9,500		Fireworks
	Total	\$40,380	\$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.

Independence Day Event Comparison

Friday before the 4th = 6/27/25		July 4th, 2025					
Staging	\$3,500.00	\$3,750.00					
Entertainment / Band	\$3,000.00	\$5,000.00					
REACT volunteers	12 volunteers available	REACT not available (they work Morganton's Event)					
Off-duty deputies x 4	not needed	\$1,400.00					
RV	\$300.00	\$600.00					
Holiday Employee Pay/Add'l Employees	not needed	\$25,180.00					
Sound & Lighting	\$2,000.00	\$3,750.00					
Fireworks Contract	Zambelli - Table Rock Shooters	JECO Pyrotechnics	Perennial Pyro	PyroWright	Starfire	Zambelli	PyroProductions
Cost	\$12,500.00	\$22,000.00	\$24,000.00	\$20,000.00	\$25,000.00	\$18,000.00	\$35,000.00
Availability	Available	Available	Available	Available	Not Available 7/4/25	Not Available 7/4/25	Not Available 7/4/25
Shell Count	682	1500	840	1450			
Notes:		<i>Skyworks Pro</i>		<i>lesser grade shells</i>			
	Contracted for the Valdese event since mid 1990's						
References & Other Shows:	<small>Boone, Valdese, Morganton, Blowing Rock, Carowinds, Winston</small>	Sawmills, RC, Ashe County	North Wilkesboro, Deep Gap	(Weaverville, Old Fort)		<small>Boone, Valdese, Morganton, Blowing Rock</small>	
	40 years experience	10 years experience	10 years experience	26 yrs shooting - 2 yrs in business			
Contracts need to be in place by January 1 to lock in pricing and the prime date of 7/4/25. Larger Fireworks companies are unavailable due to prior larger contract commitments. Numerous companies were contacted only 6 responded with 3 being unavailable.							