

**AGENDA**  
[www.townofvaldese.com](http://www.townofvaldese.com)

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

**Monday, September 9, 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**
  - A. Waldensian Heritage Museum 50<sup>th</sup> Birthday Celebration (Presented by Gretchen Costner)
  - B. Recognition of the Valdese Police Department (Presented by Police Chief Marc Sharpe)
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 Agenda Review Meeting Minutes of July 29, 2024
  - B. Approval of Special Meeting Minutes of August 5, 2024
  - C. Approval of Special Meeting Closed Session Minutes of August 5, 2024
  - D. Approval of Regular Meeting Minutes of August 5, 2024
  - E. Approval of Regular Meeting Closed Session Minutes of August 5, 2024
  - F. Approval of Special Meeting Minutes of August 26, 2024
  - G. Approval of Special Meeting Closed Session Minutes of August 26, 2024
  - H. Lease Agreement at Old Rock School with Tranquility Day Spa
  - I. Lease Agreement at Old Rock School with P&W Railroad Club

- J. Approval of Resolution of Sale of Town-Owned Property – 342 Tron Ave
- K. Approval of Resolution of Sale of Town-Owned Property – 338 Tron Ave
- L. Approval of Resolution Accepting Directed Project Grants – Water Plant Upgrades
- M. Approval of Amending Ordinance 2-2003: Residence Qualifications of Town Manager

**7. New Business**

- A. Public Hearing - Rezoning Map Amendment #3-7-24(B1 Expansion) (Presented by Larry Johnson)
- B. Fire Department Building Review (Presented by Bo Weichel)
- C. Street Resurfacing (Presented by Bo Weichel)
- D. Budget Amendment – Fire Department Relocation (Presented by Bo Weichel)

**8. Interim Town Manager’s Report**

- A. Fire Department Building Workshop, Thursday, September 19, 2024, 2:00 p.m. – 5:00 p.m., Valdese Town Hall
- B. Waldensian Heritage Museum 50<sup>th</sup> Birthday Celebration, Saturday, September 21, 2024, 3:00 p.m., Waldensian Heritage Museum
- C. Next Agenda Review Council meeting is scheduled for Monday, September 30, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall
- D. Old Rock School Rededication Celebration – Saturday, October 5, 2024, 6:00 p.m., ORS Auditorium
- E. Next Regular Council meeting scheduled for Monday, October 7, 2024, 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:** September 6, 2024

**Subject:** Monday, September 9, 2024 Council Meeting

### 6. Consent Agenda

- A. Approval of Regular Meeting Minutes of July 29, 2024**
- B. Approval of Special Called Meeting Minutes of August 5, 2024**
- C. Approval of Special Meeting Closed Session Minutes of August 5, 2024**
- D. Approval of Regular Meeting Minutes of August 5, 2024**
- E. Approval of Regular Meeting Closed Session Minutes of August 5, 2024**
- F. Approval of Special Meeting Minutes of August 26, 2024**
- G. Approval of Special Meeting Closed Session Minutes of August 26, 2024**
- H. Lease Agreement at Old Rock School with Tranquility Day Spa**

Annual lease agreement at Old Rock School with Tranquility Day Spa. As per the lease agreement, payment in the amount of \$368 is due monthly.

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

Annual lease agreement at Old Rock School with P&W Railroad Club. As per the lease agreement, payment in the amount of \$230 is due monthly.

### **J. Approval of Resolution of Sale of Town-Owned Property – 342 Tron Ave**

At the August 5, 2024 Council meeting, Council adopted a resolution proposing the acceptance of an offer to purchase town-owned property at 342 Tron Ave, Valdese. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and informing the public that any person could raise the bid. After receiving no upset bids, the highest bid received was from Tim Norman of T.L. Norman Land Company, in the amount of \$10,000.00.

### **K. Approval of Resolution of Sale of Town-Owned Property – 338 Tron Ave**

At the August 5, 2024 Council meeting, Council adopted a resolution proposing the acceptance of an offer to purchase town-owned property at 338 Tron Ave, Valdese. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and informing the public that any person could raise the bid. After receiving no upset bids, the highest bid received was from Tim Norman of T.L. Norman Land Company, in the amount of \$10,000.00.

**L. Approval of Resolution Accepting Directed Project Funds – Water Plant Upgrades**

The Town was notified by the Division of Water Infrastructure (DWI) of \$7,000,000 (less a 1.5% DWI admin fee) that would be funded under Session Law 2023-134 Appropriations Act Directed Project. This direct appropriation from State funds is for upgrades to the Valdese Water Plant in preparation of increasing the daily output of clean water production into the City of Lenoir's water system. DWI has sent the Town an Offer and Acceptance letter for the grant funds. Since this is a State Directed grant, there is no loan or repayment of funds. The next step in this process is a resolution adopted by the governing board accepting the funding offer.

**M. Approval of Amending Ordinance 2-2003: Residence Qualifications of Town Manager**

The Council will review a proposal to amend the Town of Valdese Code of Ordinances, Section 2-2003: Residence Qualifications of the Manager, by removing the strikethrough language indicated below.

*Section 2-2003 Residence qualifications of manager.*

*At the time of the town manager's appointment, the manager need not be a resident of the town or the State. During the manager's tenure of office, the manager shall reside within the town; provided, however, after a town manager has been appointed ~~and has established residency within the town~~, the town council in its discretion may waive this residency requirement upon such terms and conditions as the town council may determine.*

7. New Business

**A. Public Hearing – Re-zoning Map Amendment #3-7-24 (B1 Expansion)**

Council will hold a Public Hearing on September 9, 2024, to consider an application to rezone 44 parcels located between Laurel Street SE and Praley Street SW from an Office-Institutional District and R-12A Residential to a B-1 Central Business District designation. The purpose of the *Central Business District* (B-1) is to accommodate and encourage further expansion and renewal in the historic/business core of the Town of Valdese. A variety of business, retail, professional, financial, cultural, and other related services are encouraged to provide the mix of activities necessary to shoppers.

Enclosed in your agenda packet is a memo for Planning Director Larry Johnson and a Town Council Zoning Map Amendment Consistency and Reasonableness Statement for your approval. Mr. Johnson will also present a presentation at the meeting.

**Requested Action:** Staff recommends that Council adopt the Consistency and Reasonableness Statement under NCGS 160D-605(a)(b) affirming that the rezoning is reasonable and consistent

with the Valdese Vision: A Land Use Action Plan for the Future, and approve the Zoning Map Amendment 3-7-24, as presented.

**B. Fire Department Building Review**

Council will announce a newly scheduled Fire Department Building Workshop, set for Thursday, September 19, 2024, from 2:00 pm – 5:00 pm.

**C. Street Resurfacing**

Interim Town Manager Bo Weichel will review the 32 proposed streets to be paved, review the associated costs from NCDOT, and review different options to cover the expenses.

**D. Budget Amendment – Fire Department Relocation**

Enclosed in the agenda packet is a budget amendment prepared by Interim Town Manager Bo Weichel. This amendment reallocates \$23,942 to the appropriate account for the relocation costs associated with the Fire Department.

# READING MATERIAL

**VALDESE FIRE DEPARTMENT  
MONTHLY ACTIVITY REPORT**

**JULY 2024**



<u>FIRE DEPARTMENT ACTIVITY</u>	<u>ACTIVITY HOURS</u>
Station Duty	127 Hours
Vehicle Duty	71 Hours
Equipment Duty	44 Hours
On-Duty Emergency Responses	128 Hours
On-Duty Training	16 Hours
Fire Administration	127 Hours
Training Administration	11 Hours
Meetings	17 Hours
Fire Prevention Administration	63 Hours
Fire Prevention Inspections	19 Hours
Public Relations	8 Hours
Hydrant Maintenance	29 Hours
Safety Administration	11 Hours
Safe Kids Activities	8 Hours
Extra Duty Fires	26 Hours
Extra Duty Training	9 Hours
Extra Duty Fire & Medical Standby	0 Hours
Physical Training	13 Hours
Extra Duty Medical Responses	36 Hours
Part-Time Firefighter Training	60 Hours
Part-Time Emergency Responses	87 Hours
<b>Total Training Hours</b>	<b>85 Hours</b>
<b>TOTAL MAN HOURS</b>	<b>910 Hours</b>

<u>INSPECTION TYPE</u>	<u># OF INSPECTIONS</u>	<u>Violations</u>
Assembly	3	12
Business	1	13
Factory	1	0
Re-inspection	12	15
<b>TOTAL</b>	<b>17</b>	<b>40</b>

**VALDESE FIRE DEPARTMENT  
MONTHLY ACTIVITY REPORT  
JULY 2024**

**EMERGENCY INCIDENTS**

<b>Fire</b>	<b>3</b>
Building Fire	2
Natural Vegetation Fire	1
<b>Rescue &amp; Emergency Medical Incidents</b>	<b>50</b>
Medical Assist	9
Emergency Medical Service (EMS) Incident	40
Rescue, EMS Incident Other	1
<b>Hazardous Condition</b>	<b>4</b>
Combustible/Flammable Gas Spill & Leak	3
Electrical Wiring/Equipment Problem	1
<b>Service Calls</b>	<b>3</b>
Service Call Other	3
<b>Good Intent Calls</b>	<b>4</b>
Dispatched & Cancelled in Route	3
Wrong Location, No Emergency Found	1
<b>False Alarm &amp; False Calls</b>	<b>10</b>
Unintentional System/ Detector Operation	4
False Alarm / False Call Other	6
<b>TOTAL EMERGENCY RESPONSES</b>	<b>74</b>

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Truman Walton, Chief  
Valdese Fire Department



# Community Affairs & Tourism Monthly Stats

## August 2024

### Tourism Statistics

*visitvaldese.com views* 7,171

*townofvaldese.com views* 5,068

*Top 5 Pages Viewed (townofvaldese): Utilities, Recreation, Schedules & Fees, Career Opportunities, Water Dept*

#### Facebook

*# of followers* 18,925

*Post Engagement (last 28 days)* 23,864

*Post Reach (last 28 days)* 97,176

#### Facebook Reactions/Feedback (last 28 days)

Reactions: 97,176 Comments: 427 Shares: 549 Photo Views: 5,079 Link Clicks: 815

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

*Approximate # of Visitors to the Tourism/CA Office* 380

### Community Affairs Stats

#### *Old Rock School Event Breakdown*

AUDITORIUM	0
TEACHER'S COTTAGE	10
WALDENSIAN ROOM	11
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	0
Major Events Held at the Old Rock School	Average Number of Attendees
N/A	
<i>Monthly Old Rock School Events</i>	22

**Old Rock School Total Attendance** **977**

#### *CA Summary for August 2024*

August has been an exciting month for Valdese Community Affairs. With the Old Rock School Renovation Project nearly completed, the department is gearing up to host events again in the newly renovated facility. The Valdese Rotary Club is back to their weekly meetings in the Waldensian Room, along with the production of "Assassins" for Old Colony Players and Wright Way Dancing. The 49th Annual Waldensian Festival was a success with an estimated 10,000 attendees and over 160 vendors coming to downtown Valdese for the event. The FFN Summer Concert Series Finale will take place August 30th with The Tonez. The season has experienced an impressive turn out, despite the unfavorable weather for many of the performances. Preparation and promotion for Fall events are underway, including the RSAF Plein Air Fest, 50th Birthday Celebration for the Waldensian Heritage Museum, Bluegrass at the Rock, Treats in the Streets and Christmas in November Craft Show.





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

**FALL**

# LITTER SWEEP



## N.C. Department of Transportation Biannual Cleanup Drive **SEPT. 14-28, 2024**



[ncdot.gov/littersweep](https://ncdot.gov/littersweep)  
Forms, posters, and telephone listings are available on our website.



### Volunteer Locally!



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



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





JULY 29, 2024, MB#32

**TOWN OF VALDESE  
TOWN COUNCIL PRE- AGENDA MEETING  
JULY 29, 2024**

The Town of Valdese Town Council met on Monday, July 29, 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, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Heather Ward and Councilman Glenn Harvey

A quorum was present.

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

**NEW BUSINESS**

**REVIEW AND DISCUSSION OF AUGUST 5, 2024 PRELIMINARY AGENDA:**

Mayor Watts noted that if anyone has any questions about the Consent Agenda, they should contact us before the following Monday.

**NEW BUSINESS:**

**WEAVERS MILL HOUSING PROJECT** Mayor Watts noted that the presentation would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**2023 NORTH CAROLINA DEPARTMENT OF LABOR SAFETY AWARDS** Mayor Watts noted that the presentation would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**PUBLIC HEARING: REZONING MAP AMENDMENT 2-6-24 - B-1 CENTRAL BUSINESS DISTRICT TO B-2 GENERAL BUSINESS DISTRICT** Planning Director Larry Johnson shared that this is the second of four Public Hearings that will be presented to Council this year. Mr. Johnson said this replicates the previous public hearing on Main Street West, but it will only be held on Main Street East. Mr. Johnson noted that 19 parcels would be considered for re-zoning.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF ACCEPTANCE OF PERMANENT UTILITY AND ACCESS EASEMENT B/T TOV & BCPS FOR VALDESE BLUFF'S PROJECT** Planning Director Larry Johnson shared that there are five Easements on this agenda related to providing water and sewer to a site east of the high school for a potential housing project. Mr. Johnson said the Town received funding a few years ago, and this is just moving forward with the infrastructure. Mr. Johnson recommended placing the Easements on the Consent Agenda.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF ACCEPTANCE OF TEMPORARY ACCESS EASEMENT B/T TOV & BCPS FOR VALDESE BLUFF'S PROJECT**

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

JULY 29, 2024, MB#32

**CONSIDERATION OF ACCEPTANCE OF PERMANENT ACCESS AND UTILITY EASEMENT & TEMPORARY ACCESS EASEMENT B/T TOV & BC FOR VALDESE BLUFF'S PROJECT****RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****CONSIDERATION OF ACCEPTANCE OF TEMPORARY ACCESS EASEMENT B/T TOV & THE NICHOLSON'S FOR VALDESE BLUFF'S PROJECT****RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****CONSIDERATION OF ACCEPTANCE OF PERMANENT ACCESS AND UTILITY EASEMENT B/T TOV & NATURAL LAND ALLIANCE, INC. FOR VALDESE BLUFF'S PROJECT****RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****EFFICIENCY TASK FORCE COMMITTEE REPORT** The Efficiency Task Force Committee Chair, Eddie Perrou, shared that they had a meeting and invited Assistant Town Manager/CFO Bo Weichel and Public Works Director Allen Hudson to join and follow up on some Capital Improvement Items requested that had been asked to be reviewed by the committee. Mr. Perrou shared the following on behalf of the committee:

- Roll-Off Dumpster – Recommends the purchase of the dumpster and the approval at the August meeting.
- 1985/1986 model tractor for mowing right-of-ways needs to be replaced next fiscal year. A newer model would cost around \$60,000, but it would be safer and do a better job.
- The 14-year-old F150 should be looked at in the next fiscal year.
- Mr. Hudson received bids for a landscaper to take over the mowing. At this point, the committee likes how the Town is doing it now and recommends keeping it as is.

**RESULT: REMOVED FROM THE AUGUST 5, 2024, MEETING****BUDGET AMENDMENT – ROLL-OFF DUMPSTER** Councilman Ogle would like to move this to the Consent Agenda for the purchase of the Roll-Off Dumpster.**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****DRUG AND HOMELESSNESS TASK FORCE REPORT** Mayor Watts noted that the report would be made at the August 5, 2024, meeting.**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****FACILITIES REVIEW COMMITTEE REPORT** Mayor Watts noted that the report would be made at the August 5, 2024, meeting.**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****CONSIDERATION OF AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY AND ADDITIONAL PROVISIONS ADDENDUM** Mayor Watts noted that this would be presented at the August 5, 2024, meeting.**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.****CONSIDERATION OF AIA DOCUMENT B101-2017 STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT WITH TALLEY & SMITH ARCHITECTURE, INC.** Mayor Watts noted that this would be presented at the August 5, 2024, meeting.**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

JULY 29, 2024, MB#32

**REVIEW AND CONSIDERATION OF AIA DOCUMENT B104-2017 STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT (TALLEY & SMITH ARCHITECTURE, INC. PUBLIC SAFETY FACILITY STUDY)** Mayor Watts noted that this would be presented at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CAPITAL PROJECT ORDINANCE AMENDMENT – PUBLIC SAFETY BUILDING** Mayor Watts noted that this would be presented at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**STREET RESURFACING STATUS REPORT** Mayor Watts noted that the report would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**PERMANENT POOL STRUCTURE UPDATE** Mayor Watts noted that the update would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**WALDENSIAN FESTIVAL PLANS – AUGUST 9 AND 10, 2024** Mayor Watts noted that the presentation would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**OLD ROCK SCHOOL RENOVATION FUNDRAISING DISCLOSURE** Mayor Watts noted that the presentation would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF APPOINTMENTS TO THE MERCHANTS ADVISORY COMMITTEE** Mayor Watts noted that the appointments would be made at the August 5, 2024, meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF APPROVING RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY – 342 TRON AVE** Assistant Town Manager/CFO Bo Weichel shared that we received an offer for the sale of town-owned properties on Tron Ave. for \$10,000.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF APPROVING RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY – 338 TRON AVE** Assistant Town Manager/CFO Bo Weichel shared that we received an offer for the sale of town-owned properties on Tron Ave. for \$10,000.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF ACCEPTANCE OF EASEMENT BETWEEN TOV & DUKE ENERGY AT LAKESIDE PARK FOR THE PAVILION CONSTRUCTION**

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF ACCEPTANCE OF RESOLUTION FOR CLINE AVE BASIN PUMP STATION LOAN**

JULY 29, 2024, MB#32

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF ACCEPTANCE OF RESOLUTION FOR LEAD SERVICE LINE INVENTORY**

**LOAN** Assistant Town Manager/CFO Bo Weichel shared that this was a funding offer from DEQ. As part of the Lead and Copper Rule Revisions (LCRR) published December 16, 2021, the Environmental Protection Agency (EPA) requires that all community water systems (CWS) and non-transient non-community (NTNC) water systems develop an inventory of all service line connections, both system-owned and customer-owned. The inventory must identify the potential presence of lead within each service line connection. Mr. Weichel said DEQ has offered a State Revolving Fund Loan in the amount of \$500,000. Sixty percent (60%) of the loan up to a maximum of \$300,000 will be forgiven, and the remainder will be repayable at 0.00% interest. Mr. Weichel noted that the LGC has reviewed it and approved it, and the next step is for the Council to consider accepting the loan. Public Works Director Allen Hudson shared that once the lines were identified, there would be another phase of the project: several years of planning and implementation.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CAPITAL PROJECT ORDINANCE – LEAD SERVICE LINE INVENTORY** Mr. Weichel said that this CPO would set up the actual project for the funds.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF RESOLUTION ACCEPTING THE 2023 LOCAL WATER SUPPLY APPROVED**

**PLAN** Assistant Town Manager/CFO Bo Weichel shared that this is approved yearly. Mr. Weichel explained that the LWSP is essentially a summary of a system's current and future water needs, sources of supply, and wastewater information. These plans are prepared annually for the prior year and then submitted to the Division of Water Resources at NCDEQ. Their staff reviewed and eventually approved the annualized report. Mr. Weichel said the next step is to be adopted by the governing board.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF LENOIR INTERCONNECT AGREEMENT** Assistant Town Manager/CFO Bo Weichel shared a background on the project:

In February 2024, the town was notified by the Division of Water Infrastructure (DWI) of \$7,000,000 (less a 1.5% DWI admin fee) that would be funded under Session Law 2023-134 Appropriations Act Directed Project. This direct appropriation from State funds is for upgrades to the Valdese Water Plant in preparation of increasing the daily output of clean water production into the City of Lenoir's water system.

At the same time, the City of Lenoir received a similar notice of direct appropriation of State funds for the purpose of constructing infrastructure to connect to the Valdese water system. This extensive project (responsibility of Lenoir) will take several years to complete.

Valdese has already begun the process of upgrades to the Water Plant – we are currently in the design phase of the engineering work. The next step in this partnership with the City of Lenoir is to approve an interlocal agreement for providing water to their system including rates, future increases, terms, conditions of service, and other important factors.

A key to the agreement is that the terms are reciprocal, meaning in case of some emergency in the future, the Valdese Water Plant could pull water from the Lenoir system if necessary, utilizing the same conditions outlined in the agreement.

Both municipal staff and attorneys have reviewed and negotiated for several months to develop this final agreement.

The City of Lenoir Council will consider this agreement for adoption at their next meeting on August 6.

JULY 29, 2024, MB#32

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**CONSIDERATION OF INTERBASIN TRANSFER COST SHARING** Assistant Town Manager/CFO Bo Weichel shared a background:

Charlotte Water filed a notice of its intent to request an increase from 33 million gallons per day (MGD) to 63 MGD regarding the water it transfers from the Catawba River Basin to the Rocky River Basin, a tributary of the Yadkin/Pee Dee River.

The local governments in our region are concerned about the negative impacts of Charlotte’s request to transfer additional water from the Catawba River Basin into the Rocky River, which is part of the Yadkin River Basin. Like all rivers, the Catawba River is a limited resource that is vital to life and economic growth. IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River. The NC Environmental Management Commission approved a Charlotte requested IBT in 2002 for 33 million gallons per day and approved another IBT in 2007 for 10 million gallons per day for Concord and Kannapolis.

A few years ago, we experienced severe drought conditions that depleted water levels to a point that nearly interrupted public drinking water supplies. This IBT will exacerbate that issue with the next drought. Transferring water from the Catawba River Basin reduces future growth opportunities for local communities in our region by reducing the available water. Reducing the flow of the Catawba River potentially causes greater concentrations of pollutants in the river. IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River.

At the request of local governments, the WPCOG is providing coordination of our region’s discussions and response to the Charlotte IBT request. The next steps are to employ specialized attorneys, engineers, and lobbying services to navigate this process. Charlotte Water will be required to do an environmental impact statement (EIS), required by law. The Environmental Management Commission (EMC) will hold a public hearing on the EIS sometime after the EIS is submitted.

The cost-sharing plan is based on the size of each local government utility system is attached. The WPCOG will serve as the contracting entity on behalf of the participating local governments

For Valdese to participate, our cost share is as follows:

- FY2024-25 = \$6,890.56
- FY2025-26 = \$5,418.22

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**BUDGET AMENDMENT - INTERBASIN TRANSFER COST SHARING**

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON AUGUST 5, 2024, AT 6:00 P.M.**

**INTERIM MANAGER’S REPORT:** Interim Town Manager Bryan Steen will report at the August 5, 2024, meeting.

**ADJOURNMENT:** At 6:35 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

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

\_\_\_\_\_  
Mayor

jl

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
AUGUST 5, 2024**

The Town of Valdese Town Council met on Monday, August 5, 2024, at 8:00 a.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen and Town Clerk Jessica Lail

Absent:

A quorum was present.

Councilman Mears made a motion to recess the meeting until 10:00 a.m., seconded by Councilwoman Lowman. The vote was unanimous.

At 10:00 a.m., Councilwoman Ward made a motion to recess into:

**Closed Session Pursuant to NC General Statute 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee, and,

**Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged.

Seconded by Councilman Mears. The vote was unanimous.

At 12:25 p.m., Councilwoman Lowman made a motion to return to open session, seconded by Councilman Ogle. The vote was unanimous.

**ADJOURNMENT:** At 12:26 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

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

\_\_\_\_\_  
Mayor

jl



AUGUST 5, 2024, MB#32

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
AUGUST 5, 2024**

The Town of Valdese Town Council met on Monday, August 5, 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, Councilman Glenn Harvey and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

**INTRODUCTION OF NEW POLICE OFFICER:** Police Chief Marc Sharpe made the following introduction: "Good evening everyone, I would just like to take a brief moment of your time to recognize and officially introduce to our citizens and council the Valdese Police Department's newest officer, Officer Sean Link. Rookie School or Basic Law Enforcement Training is the starting point for all law enforcement. Many do not complete that. Once that is completed, one must complete Field Training, which is conducted as you ride along with senior officers, some do not complete that. Sean just completed his 400 hour field training program within our department and is now an official police officer in our town sworn to protect and serve. We have a certificate of completion to recognize you for this achievement and completion of your field training. I know your parents who are present are proud and your father a former police officer himself is enjoying the passing of the torch. Sean please stand and step forward to receive your certificate. Welcome to Valdese Officer Link!!"

Mayor Watts read the Public Comment Guidelines.

**PROCESS – RICK MCCLURD, 408 GARROU AVE SE, VALDESE:** Mr. McClurd thanked the new Police Chief for the article in the paper and what he is doing for the drug and homeless issues. Mr. McClurd had concerns with the pre-agenda meeting and how things got pushed on the consent agenda without discussion. Mr. McClurd had to study and ask people to understand what was going on. Mr. McClurd recommended doing what we originally were doing and following the procedures.

**WATER RATES – EULA MAE SHOOK, 804 OLD NC 18, MORGANTON:** Ms. Shook is concerned about the increase in water rates and wants to know what happened to the infrastructure money that President Biden approved. Ms. Shook feels it is a human right to have water at a decent rate. Ms. Shook wants to know what the plans are for next year's rates.

**WATER RATES – FRANK HORTON, 3065 BRANDON RD E, MORGANTON:** Mr. Horton is concerned about the triple community water rate increase. Mr. Horton wanted to know where all the money was going from the Triple District and asked if it was going to the new Fire Department. Mr. Horton shared that in 2022, he had a water leak and called the Town of Valdese to check it, and they said they would not send anybody. Mr. Horton said he had never seen anybody from the Town of Valdese out there. Mr. Horton said that if the water rates go up, the taxes would go up.

**CONSENT AGENDA: (enacted by one motion)** Councilman Harvey requested to remove one item 6 O, APPROVAL OF RESOLUTION AMENDING 2024 TOWN COUNCIL MEETINGS CALENDAR

**APPROVED AGENDA REVIEW MEETING MINUTES OF MAY 28, 2024**

**APPROVED REGULAR MEETING MINUTES OF JUNE 3, 2024**

**APPROVED REGULAR MEETING MINUTES OF JUNE 17, 2024**

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**APPROVED CLOSED SESSION MINUTES OF JUNE 17, 2024**

**APPROVED SPECIAL CALLED MEETING MINUTES OF JUNE 21, 2024**

**APPROVED CLOSED SESSION MINUTES OF JUNE 21, 2024**

**APPROVED SPECIAL CALLED MEETING MINUTES OF JULY 2, 2024**

**APPROVED CLOSED SESSION MINUTES OF JULY 2, 2024**

**APPROVED SPECIAL CALLED MEETING MINUTES OF JULY 11, 2024**

**APPROVED CLOSED SESSION MINUTES OF JULY 11, 2024**

**APPROVED SPECIAL CALLED MEETING MINUTES OF JULY 12, 2024**

**APPROVED CLOSED SESSION MINUTES OF JULY 12, 2024**

**APPROVED ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENT – DRAUGHN HIGH SCHOOL HOMECOMING PARADE**

AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS

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

WHEREAS, the Town of Valdese desires to schedule the Draughn High School Parade on Tuesday, September 24, 2024; and

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

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

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

DRAUGHN HIGH SCHOOL HOMECOMING PARADE  
Date: September 24, 2024  
Time: 5:30pm to 7:00pm  
Route: Main Street (US 70) from Hoyle Street to Eldred Street

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

This ordinance shall take effect upon adoption. THIS, the 5<sup>th</sup> day of August 2024.

/s/ Charles Watts, Mayor

ATTEST:  
/s/ Town Clerk

**APPROVED ACKNOWLEDGMENT AND WAIVER OF CONFLICT OF INTEREST**

AUGUST 5, 2024, MB#32

**ACKNOWLEDGMENT AND WAIVER OF  
CONFLICT OF INTEREST**

This Acknowledgment and Waiver of Conflict of Interest is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between **The Town of Valdese, a North Carolina municipal corporation (“Seller”)** and **Michael Abee and wife, Ciejae Abee (“Buyers”)** (collectively, the “Parties”).

**WITNESSETH :**

**WHEREAS**, the Parties have decided to enter into certain sell/purchase of certain real properties known as 460 Perkins Road, SE (13.44 acres), 308 Stuart Avenue, SE (1 acre) and 317 Stuart Avenue, SE (3.28 acres), Valdese, North Carolina 28690 and shown as Parcel Identification Number(s) (PINS): 2743-62-4062; 2743-52-6258 and 2743-52-8801, Burke County Tax Assessor Office,(the “Agreement”);

**WHEREAS**, the parties acknowledge that the law firm of Young, Morphis, Bach & Taylor, L.L.P., and its various partners and associate attorneys (the “Law Firm”) may have previously represented and/or continue to represent all and/or certain Parties in various matters; and

**WHEREAS**, the Parties desire that the Law Firm search title and conduct a closing based upon terms provided by each of the Parties.

**NOW, THEREFORE**, for and in consideration of the mutual premises and covenants set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto acknowledge and agree as follows:

1. The Parties acknowledge that the Law Firm’s representation of each of them in connection with the title search and closing may present a conflict of interest as to such representation of all Parties as set forth above. The Parties, for themselves and their respective partners, officers, directors, shareholders, managers, agents, successors, assigns and personal representatives, hereby waive such conflict of interest in order that the Law Firm search title and conduct a closing.
2. The Parties each acknowledge and agree that the Law Firm did not participate in the negotiation of the terms of the purchase, as the Parties were each afforded the opportunity to secure their own representation as to the Purchase Contract terms. Further, the Parties each acknowledge and agree that the terms of the purchase represent the terms upon which they negotiated.
3. The Parties each acknowledge and agree that, if any issues arise in connection with the terms of the closing and execution of closing documents thereof that may involve further negotiations, the Law Firm will be unable to negotiate such terms but will merely present such issues and will rely upon the Parties to solely negotiate such issues and direct the Law Firm upon their mutual agreement as to any such issues.

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- 4. The Parties, for themselves, their respective partners, officers, directors, shareholders, members, managers, agents, personal representatives, successors and/or assigns, hereby fully release and hold harmless the Law Firm from any and all matters which might arise in connection with the Law Firm's limited representation of each of them as set forth herein and waive any conflict relating to such representation.
- 5. The Parties understand that they have the right to repudiate this conflict waiver should they later decide that it is no longer in their best interest. Should a conflict contemplated and/or addressed by this conflict waiver be in existence at the time either party wishes to repudiate this conflict waiver, and should the Law Firm and/or the non-repudiating client have acted in reliance on the representations of the repudiating client set forth and/or contemplated by this conflict waiver, the Law Firm will have the right to continue to represent the Seller in this transaction. The Buyers acknowledge that continued representation of the Seller may be adverse to their interest, but agree to this conflict waiver and hereby waive any and all objections they may have to the Law Firm's continued representation of the Seller.
- 6. This acknowledgment shall be binding upon the parties hereto and their respective successors and/or assigns, may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute an original and one and the same instrument. Further, copies of signatures hereto shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed or caused this Acknowledgment effective as of the day and year first above written.

Seller:  
The Town of Long View,  
A North Carolina municipal corporation

\_\_\_\_\_  
Charles Watts, Mayor (SEAL)

Attest:

\_\_\_\_\_  
Jessica Lail, Town Clerk (SEAL)

Buyers:

\_\_\_\_\_  
Michael Abee (SEAL)

\_\_\_\_\_  
Ciejae Abee (SEAL)

**APPROVED ACCEPTANCE OF PERMANENT UTILITY AND ACCESS EASEMENT B/T TOV & BCPS FOR VALDESE BLUFF'S PROJECT**

**APPROVED ACCEPTANCE OF TEMPORARY ACCESS EASEMENT B/T TOV & BCPS FOR VALDESE BLUFF'S PROJECT**

AUGUST 5, 2024, MB#32

**APPROVED ACCEPTANCE OF PERMANENT ACCESS AND UTILITY EASEMENT & TEMPORARY ACCESS EASEMENT B/T TOV & BC FOR VALDESE BLUFF'S PROJECT**

**APPROVED ACCEPTANCE OF TEMPORARY ACCESS EASEMENT B/T TOV & THE NICHOLSON'S FOR VALDESE BLUFF'S PROJECT**

**APPROVED ACCEPTANCE OF PERMANENT ACCESS AND UTILITY EASEMENT B/T TOV & NATURAL LAND ALLIANCE, INC. FOR VALDESE BLUFF'S PROJECT**

**APPROVED BUDGET AMENDMENT – ROLL-OFF DUMPSTER**

Valdease Town Council Meeting

Monday, August 5, 2024

Budget Amendment #

1-10

Subject:

Roll off dumpster

Description:

For the Sanitation Department to supply bulk trash service for \$75 per load to citizens only.

**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.		6,000
	Total	\$0	\$6,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5800.740	Capital Outlay	6,000	
	Total	\$6,000	\$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.

**Roll off Dumpster Rental Guidelines**

**For City Residents Only**

- This service is available exclusively to property owners within the city limits.
- It is not intended for clean-up or remodeling work carried out by contractors hired by homeowners.
- Construction debris from remodeling or new home builds is not accepted.
- A fee of \$75.00 per load applies, limited to one week per request.

**Prohibited Items:**

1. No shingles
2. No insulation
3. No tires
4. No hot ashes
5. No stumps

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6. No bricks or blocks
7. No hazardous materials
8. No sheet rock

## Accepted Materials:

1. Trash
2. Cleaning out of homes, outbuildings, basements, and garages
3. Furniture
4. Metal (not to be mixed with wood)
5. Wood materials (not to be mixed with metal)
6. Brush (may be up to eight feet long and up to seven inches in diameter)
7. Rough trash

**APPROVED RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY – 342 TRON AVE**

RESOLUTION AUTHORIZING UPSET BID PROCESS

Sale of 0.46 +/- Acre Tract at 342 Tron Ave NW, Valdese, NC (REID: 41732)

WHEREAS, the Town of Valdese (the "Town") is the owner of that certain tract or parcel of real property (the "Property") situated in Lovelady Township, Valdese, North Carolina commonly known as 342 Tron Ave NW, Valdese, North Carolina, PIN: 2733874604, REID: 41732; and

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

WHEREAS, on or about July 12, 2024, the Town received an offer to purchase the Property from Tim Norman of T.L. Norman Land Company for \$10,000.00; and

WHEREAS, Tim Norman has deposited five percent (5%) of its bid with the town clerk.

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

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

deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

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- (a) the Town Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
- (b) the buyer must pay the purchase price in certified funds at the time of closing;
- (c) the Property shall be sold “as is” and subject to all existing easements, restrictions, utility easements and right of ways of record;
- (d) the Town will reserve easements for all town utility lines located on or under the Property; and
- (e) the Property shall be conveyed by special warranty deed.

8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED this day of , 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:  
/s/ Town Clerk

**APPROVED RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY – 338 TRON AVE**

**RESOLUTION AUTHORIZING UPSET BID PROCESS**

Sale of 0.46 +/- Acre Tract at 338 Tron Ave NW, Valdese, NC (REID: 41733)

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 338 Tron Ave NW, Valdese, North Carolina, PIN: 2733875604, REID: 41733; and

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

WHEREAS, on or about July 12, 2024, the Town received an offer to purchase the Property from Tim Norman of T.L. Norman Land Company for \$10,000.00; and

WHEREAS, Tim Norman has deposited five percent (5%) of its bid with the town clerk.

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

9. The Town Council authorizes sale of the Property through the upset bid procedure of North Carolina General Statute §160A-269.

10. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.

11. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

12. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.

13. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

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14. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the

deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

15. The terms of the final sale are that:

- (f) the Town Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
- (g) the buyer must pay the purchase price in certified funds at the time of closing;
- (h) the Property shall be sold "as is" and subject to all existing easements, restrictions, utility easements and right of ways of record;
- (i) the Town will reserve easements for all town utility lines located on or under the Property; and
- (j) the Property shall be conveyed by special warranty deed.

16. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED this day of , 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:  
/s/ Town Clerk

**APPROVED ACCEPTANCE OF EASEMENT BETWEEN TOV & DUKE ENERGY AT LAKESIDE PARK FOR THE PAVILION CONSTRUCTION**

**APPROVED ACCEPTANCE OF RESOLUTION FOR CLINE AVE BASIN PUMP STATION LOAN**

RESOLUTION BY VALDESE, TOWN COUNCIL

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Loan in the amount of \$1,488,510 for the replacement of two (2) 200 gpm submersible pumps with two (2) 360 gpm submersible duplex pumps and 1,570 LF of 6-inch FM with 1,570 LF of 8-inch FM; installation of approximately 470 LF of 8-inch FM. Replacement of approximately 2,610 LF of 8-inch gravity sewer and 12 manholes; and rehabilitation of 15 manholes.

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Valdese does hereby accept the State Reserve Loan offer of \$1,488,510.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

That Mr. Bryan Steen, Valdese interim Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such



**AUGUST 5, 2024, MB#32**

application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted the 5th day of August 2024.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

DocuSign Envelope ID: 77C82ACA-1460-428D-80FC-C1E08C8CEBEF

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

<b>Legal Name and Address of Award Recipient</b>	<b>Project Number(s): SRP-W-0197</b>
Town of Valdese	<b>Assistance Listing Number: N/A</b>
PO Box 339	<b>Unique Entity ID Number: V67AJH87AB55</b>
Valdese, NC 28690	

**Funding Program**

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Stormwater	<input type="checkbox"/>			
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input checked="" type="checkbox"/>	\$312,510	\$1,176,000	\$1,488,510
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)*	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Cline Avenue Basin Collection System and Pump Station Upgrades	<b>Total Financial Assistance Offer:</b>	<b>\$ 1,488,510</b>
	<b>Total Project Cost:</b>	\$ 1,518,280
	<b>Estimated Closing Fee**:</b>	\$ 29,770
	<i>For Loans</i>	
	<b>Interest Rate:</b>	1.10% Per Annum
	<b>Maximum Loan Term:</b>	20 Years

\* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.

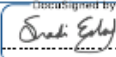
\*\* Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

Digitally signed by  Signature	7/10/2024 Date
---	-------------------

On Behalf of: Town of Valdese  
 Name of Representative in Resolution: \_\_\_\_\_  
 Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

..... Signature	..... Date
--------------------	---------------

AUGUST 5, 2024, MB#32

**STANDARD CONDITIONS & ASSURANCES FOR STATE RESERVE PROJECTS**

Project Applicant: Town of Valdese

Project Number: SRP-W-0197

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.  
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for DWI funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRP Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRP Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRP Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRP funds must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that any loan funds contained in this Funding Offer requires approval from the North Carolina Local Government Commission before they can be disbursed.

**APPROVED ACCEPTANCE OF RESOLUTION FOR LEAD SERVICE LINE INVENTORY LOAN**

## RESOLUTION BY VALDESE, TOWN COUNCIL

WHEREAS, part of the Lead and Copper Rule Revisions (LCRR) published December 16, 2021, the Environmental Protection Agency (EPA) requires that all community water systems and non-transient non-community water systems develop an inventory of all service line connections, both system-owned and customer-owned. The inventory must identify the potential presence of lead within each service line connection, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Fund Loan in the amount of \$500,000. Sixty percent (60%) of the loan up to a maximum of \$300,000 will be forgiven and the remainder will be repayable at 0.00% interest. The goal of the Lead Service Line Inventory project for the Town of Valdese is to develop a complete, detailed service line inventory for the entire Town that is compliant with LCRR. The project will be performed in phases through desktop evaluation, meter box inspections, field locates (soft digs), and finally assembling the data and finalize and submit inventory report that is compliant with LCRR requirements to DWI.

WHEREAS, the Town of Valdese intends to perform said project in accordance with the approved requirements,

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

That the Town of Valdese does hereby accept the State Revolving Fund Loan offer of \$500,000.

**AUGUST 5, 2024, MB#32**

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer will be adhered to.

That Mr. Bryan Steen, Valdese interim Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted the 5th day of August 2024.

/s/ Charles Watts, Mayor

ATTEST:  
/s/ Town Clerk

DocuSign Envelope ID: 79746D80-0B46-4D7E-BD7D-F856DE1F651D

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

<b>Legal Name and Address of Award Recipient</b>	<b>Project Number:</b> SRF-D-LSL-0053
Town of Valdese	
PO Box 339	<b>Assistance Listing Number:</b> 66.468
Valdese, NC 28690	<b>Unique Entity ID Number:</b> V67AJH87AB55

**Funding Program**

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input checked="" type="checkbox"/>			
Stormwater	<input type="checkbox"/>			
Wastewater	<input type="checkbox"/>			
BIL-DWSRF-LSLR Fund - Repayable Loan	<input checked="" type="checkbox"/>	--	--	\$200,000
BIL-DWSRF-LSLR Fund - Principal Forgiveness	<input checked="" type="checkbox"/>	--	--	\$300,000
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - Choose an item.	<input type="checkbox"/>			

**Project Description:**

Lead Service Line Inventory	<b>Total Financial Assistance Offer:</b>	<b>\$500,000</b>
	<b>Total Project Cost:</b>	<b>\$500,000</b>
	<b>Estimated Closing Fee*:</b>	<b>\$10,000</b>
	<i>For Loans</i>	
	<b>Interest Rate:</b>	<b>0% Per Annum</b>
	<b>Maximum Loan Term:</b>	<b>5 Years</b>


*\*Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:  Signature	7/23/2024 Date
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On Behalf of: Town of Valdese  
Name of Representative in Resolution: \_\_\_\_\_  
Title (Type or Print): \_\_\_\_\_

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

..... Signature	..... Date
--------------------	---------------

AUGUST 5, 2024, MB#32

**APPROVED CAPITAL PROJECT ORDINANCE – LEAD SERVICE LINE INVENTORY**

TOWN OF VALDESE  
 LEAD SERVICE LINE INVENTORY  
 CAPITAL PROJECT BUDGET ORDINANCE  
 DWI PROJECT NO.: SRF-D-LSL-0053

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 Lead Service Line Inventory (SRF-D-LSL-0053) which is a federally mandated requirement to identify the Town’s water service lines into categories such as known non-lead, unknown non-lead, or lead status unknown. The goal of the LSL Inventory project for the Town of Valdese is to develop a complete, detailed service line inventory for the entire Town that is compliant with LCRR. The project will be performed in phases through desktop evaluation, meter box inspections, field locates (soft digs), and finally assembling the data and finalize and submit inventory report that is compliant with LCRR requirements to DWI.

The Division of Water Infrastructure (Division) has reviewed the application, and the State Water Infrastructure Authority (SWIA) has approved our Lead Service Line Replacement project as eligible to receive a total funding amount of \$500,000 from DWSRF BIL Lead Service Line Replacement Funds. Sixty percent (60%) of the loan up to a maximum of \$300,000 will be forgiven and the remainder will be repayable at 0.00% interest. DWI charges a 2% mandatory administrative fee on the loan.

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:

Source	Amount	Assigned Account Number
Principle Forgiveness	300,000	53.3000.000
Loan	200,000	53.3000.001
Transfer from Utility Fund	10,000	53.3000.002
	-----	
	\$ 510,000	
	=====	

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

Source	Amount	Assigned Account Number
Desktop Evaluation	85,000	53.8120.000
Meter Box Inspections	40,000	53.8120.001
Develop Initial Inventory for LCRR	20,000	53.8120.002
Field Locates – Soft Digs	275,000	53.8120.003
Assemble Data Final Report	80,000	53.8120.004
Loan Fee	10,000	53.8120.005
	-----	
	\$ 510,000	
	=====	

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

Section 6. Funds may be advanced from the 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.

**AUGUST 5, 2024, MB#32**

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

Adopted this 5th day of August 2024.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

**APPROVED RESOLUTION ACCEPTING THE 2023 LOCAL WATER SUPPLY APPROVED PLAN**

**RESOLUTION FOR APPROVING 2023 LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143 355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese that the Local Water Supply Plan entitled, Valdese LWSP dated 2023, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

**APPROVED LENOIR INTERCONNECT AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF BURKE

**WATER PURCHASE AGREEMENT**

THIS WATER PURCHASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 (hereinafter referred to as "Valdese") and the City of Lenoir, a North Carolina municipal corporation, having a mailing address of P.O. Box 958, Lenoir, NC 28645 (hereinafter referred to as "Lenoir").

**WITNESSETH**

WHEREAS, N.C. Gen. Stat. §§ 160A-460 through 160A-466, N.C. Gen. Stat. § 160A-11 and N.C. Gen. Stat. § 160A-322 authorize municipalities to enter into joint undertakings to own and operate a public enterprise; and

WHEREAS, N.C. Gen. Stat. § 160A-311(2) defines a public enterprise to include water supply and distributions systems; and

**AUGUST 5, 2024, MB#32**

WHEREAS, N.C. Gen. Stat. § 160A-274 authorizes governmental units such as Valdese and Lenoir to exchange with, lease to, lease from, sell to, or purchase from one another an interest in real or personal property upon such terms and conditions as the governmental units deem wise, with or without consideration; and

WHEREAS, Valdese and Lenoir are municipalities duly organized and existing under the laws of the State of North Carolina; and

WHEREAS, Lenoir, among its other functions, operates a water supply and distribution system serving water users within its boundaries, and is in need of an additional supply of treated water; and

WHEREAS, Valdese, among its other functions, owns and operates a water supply and distribution system serving water users within its boundaries; and

WHEREAS, Valdese currently has available excess capacity of treated water sufficient to supply the request of Lenoir as set forth in this Agreement and to satisfy the present and anticipated needs of its customers; and

WHEREAS, Valdese desires to sell to Lenoir and Lenoir desires to buy from Valdese a supply of potable water as set forth herein; and

WHEREAS, Valdese and Lenoir have agreed upon certain terms regarding the sale of water as mentioned above, and now desires to set forth the terms of their Agreement; and

WHEREAS, by vote approved by the Town Council for the Town of Valdese at its meeting on August 5, 2024, the sale of said water to Lenoir as provided herein was approved, and the execution of this Agreement by Valdese was duly authorized; and

WHEREAS, by vote approved by the City Council for the City of Lenoir at its meeting on August 6, 2024, the purchase of said water from Valdese as provided herein was approved, and the execution of this Agreement by Lenoir was duly authorized,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the parties agree as follows:

A. VALDESE'S OBLIGATIONS:

1. (Quality and Quantity) Subject to the remaining provisions of this Agreement, Valdese shall furnish to Lenoir at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of North Carolina, Rules Governing Public Water Systems, 15 NCAC 18C, in such quantity as may be required by Lenoir and not to exceed Four Million (4,000,000) gallons per day except as set out in paragraph B.1. Lenoir shall not resell, give away, transfer or otherwise dispose of water purchased under this Agreement to anyone other than Lenoir customers without the prior written consent of Valdese.

2. (Point of Delivery and Pressure) Valdese shall furnish water at a reasonably constant pressure from an existing main supply line owned by Lenoir. The point of delivery shall be at a meter vault that includes appropriate meter size and backflow apparatus provided by Lenoir. If a greater pressure than that normally available at the point of delivery is required by Lenoir, the cost of providing such greater pressure shall be borne by Lenoir. The water purchased by Lenoir from Valdese shall be transmitted on a continuous basis except for unforeseen circumstances and emergency failures of pressure or supply due to main supply line breaks, power failure, water source contamination, flood, drought, fire and use of water to fight fire, earthquake or other catastrophe. In the event of an unforeseen circumstance or emergency, Valdese shall notify Lenoir of the circumstances and provide timely updates so as to keep Lenoir informed of the status and nature of repairs.

3. (Metering Equipment) The metering equipment that will be located on Valdese property shall be furnished by Lenoir and dedicated to Valdese. Lenoir staff/designee shall be granted reasonable access to Valdese facilities for maintenance of Lenoir's equipment located on Valdese property. Future repairs or replacement to meter equipment shall be the responsibility of Lenoir. Recalibration of meter equipment shall be done annually by Lenoir. Additional calibrations beyond the annual will be covered by the party initiating the calibration. This meter shall be read by Valdese between the fourteenth (14th) and seventeenth (17th) of each billing cycle. An appropriate official of Lenoir shall have access at all reasonable times to the meter for the purpose of verifying its readings.

4. (Billing Procedure) Valdese shall provide to Lenoir, between the first (1) day and the fifth (5) day of the billing month a statement of the amount of water furnished to Lenoir during the preceding billing cycle. Water bills are considered past due after the 15th of the billing month at 5:00 pm. After 5:00 p.m. on the 15th of the month, a ten percent (10%) penalty will be added to any outstanding balance to such account. If payment is not received by 5:00pm on the 25th of the month, a non-payment fee of \$25 will be added to the account and water service may be cut off until the account balance is paid in full. If payment is not received by 5:00 pm on the 25th of the following month, this shall constitute a material breach of this

**AUGUST 5, 2024, MB#32**

Agreement, and Valdese may terminate this Agreement as provided in Paragraph C.6. If the 25th falls on a Saturday, Sunday, or a holiday, the customer will be given until 5:00 pm, on the next working day to pay their bill before a penalty charge and/or non-payment fee is added.

**B. LENOIR'S OBLIGATIONS:**

1. (Rates and Payment Dates) See above A.4 for payment dates and penalties. The rate shall be \$2.50 per thousand (1000) gallons of water purchased, up to 4,000,000 gallons. Valdese will bill by rounding up to the nearest thousand (1000) gallon. For example, if Lenoir uses 500,001 gallons, billing will be based on 501,000 gallons. Lenoir shall use its best efforts not to exceed 4,000,000 gallons per day without the advance written consent of Valdese. Above 4,000,000 gallons, rate per gallon of water purchased shall be as follows:

Gallons Rate

4,000,001 to 6,000,000 gallons Fiscal year base rate per 1000 gallons x 5%

6,000,001 or more Fiscal year base rate per 1000 gallons x 10%

2. (Rate Increases) The rate per thousand (1000) gallons of water purchased may be increased on the first billing cycle applicable to each new fiscal year. The fiscal year rate increase may be no more equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water and Sewage Maintenance) U.S. City Average, as published by the U.S. Bureau of Labor Statistics. Rates will be adjusted using the "Unadjusted percent change" for the month of February average CPI compared to the preceding 12 months, or by 2%, whichever is greater.

3. (Minimum Usage) Lenoir agrees to purchase a minimum volume of 0.30 MGD (million gallons per day).

**C. IT IS FURTHER AGREED BETWEEN VALDESE AND LENOIR AS FOLLOWS:**

1. (Term of Agreement) This Agreement shall extend for a term of forty (40) years from the date of the initial delivery of water as shown by the first bill submitted by Valdese to Lenoir and, thereafter may be automatically renewed annually unless a six month written notice by either Valdese and Lenoir to modify or terminate the agreement.

2. (Emergency Services) Valdese and Lenoir shall endeavor to provide such quantities of water each to the other as may be needed in the case of emergency water needs, such as water source contamination, production facility failure, natural disaster, or other catastrophe. The cost of such water shall be at the rate described in Paragraph B. 1.

3. (Delivery of Water) Lenoir shall notify Valdese in writing of the date for the initial delivery of water.

4. (Failure to Deliver) Valdese will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish Lenoir with quantities of water required under the terms of this Agreement by Lenoir. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Notwithstanding the foregoing, Valdese

retains the right to restrict the amount of water it furnishes under this Agreement, if it determines in its sole discretion that such restriction or cessation is necessary or prudent in order to safeguard Valdese's ability to provide adequate water service to the retail customers of its own system.

5. (Modification of Agreement) The provisions of this Agreement may be modified or altered by mutual written agreement of the parties.

6. (Termination) This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected within thirty (30) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by applicable law. Termination of this Agreement shall not form the basis of any claim for loss of anticipated profits by either party.

7. (Notices) Any notice required to be given hereunder by Valdese to Lenoir shall be made by Valdese in writing and mailed by first class mail or transmitted by email to the City Manager, City of Lenoir, at the following address: P.O. Box 958, Lenoir, NC 28645, or by email to the City Managers email address displayed on the City of Lenoir website. Notice shall be effective upon receipt. Any notices required to be given hereunder by Lenoir to Valdese shall be made by Lenoir in writing and mailed by first class mail or transmitted by email to the Town Manager, Town of Valdese, at the following address: P.O. Box 339, Valdese, NC 28690, or by email to the Town Managers email address displayed on the Town of Valdese website. Notice shall be effective upon receipt.

**AUGUST 5, 2024, MB#32**

8. (Regulatory Agencies) This Agreement is subject to such rules, regulation, or laws as may be applicable to similar agreements in this State, and Valdese and Lenoir will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

9. (Governing Laws) This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Burke and the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute and original.

Signature Pages:

Bo Weichel, Assistant Town Manager / CFO

Approved as to form on behalf of the Town this day of , 2024.

Timothy D. Swanson, Town Attorney

IN WITNESS WHEREOF, the Town of Valdese has executed this Agreement effective as of the date first written above.

(SEAL)

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST: By:  
Charles Watts, Mayor

Jessica Lail, Town Clerk

Donna Bean, Finance Director

Approved as to form on behalf of the City of Lenoir this day of , 2024.

Timothy J. Rohr, City Attorney

IN WITNESS WHEREOF, the City of Lenoir has executed this Agreement effective as of the date first written above.

(SEAL)

CITY OF LENOIR,  
a North Carolina Municipal Corporation

ATTEST: By:  
Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

**APPROVED INTERBASIN TRANSFER COST SHARING**

**REQUEST**

Approve Valdese to participate and contribute in a regional cost sharing project that will provide valuable resources to combat the Charlotte Inter Basin Transfer (IBT) request.

**BACKGROUND**



**AUGUST 5, 2024, MB#32**

Charlotte Water filed a notice of its intent to request an increase from 33 million gallons per day (MGD) to 63 MGD regarding the water it transfers from the Catawba River Basin to the Rocky River Basin, a tributary of the Yadkin/Pee Dee River.

The local governments in our region are concerned about the negative impacts of Charlotte's request to transfer additional water from the Catawba River Basin into the Rocky River which is part of the Yadkin River Basin. Like all rivers, the Catawba River is a limited resource that is vital to life and economic growth. IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River. The NC Environmental Management Commission approved a Charlotte requested IBT in 2002 for 33 million gallons per day and approved another IBT in 2007 for 10 million gallons per day for Concord and Kannapolis.

**CONCERNS**

A few years ago, we experienced severe drought conditions that depleted water levels to a point that nearly interrupted public drinking water supplies. This IBT will exacerbate that issue with the next drought.

Transferring water from the Catawba River Basin reduces future growth opportunities for local communities in our region by reducing the available water. Reducing the flow of the Catawba River potentially causes greater concentrations of pollutants in the river. IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River.

**ANALYSIS**

Charlotte should not increase its IBT for its growth needs over the next 30 years but should instead use that time to implement water infrastructure and policies to eliminate its current IBT certificate issued in 2002. An IBT should be a temporary measure to accommodate growth and not a permanent solution.

Our region should not be forced to give up its potential growth opportunities to subsidize Charlotte growth with our water resources.

At the request of local governments, the WPCOG is providing coordination of our region's discussions and response to the Charlotte IBT request. The next steps are to employ specialized attorneys, engineers, and lobbying services to navigate this process. Charlotte Water will be required to do an environmental impact statement (EIS), required by law. The Environmental Management Commission (EMC) will hold a public hearing on the EIS sometime after the EIS is submitted.

The cost sharing plan is based on the size of each local government utility system is attached. The WPCOG will serve as the contracting entity on behalf of the participating local governments

For Valdese to participate, our cost share is as follows:

- FY2024-25 = \$6,890.56
- FY2025-26 = \$5,418.22

**APPROVED BUDGET AMENDMENT - INTERBASIN TRANSFER COST SHARING**

Budget Amendment #

2-10

Subject:

Inter Basin Transfer cost sharing participation

Description:

Participation allocation for FY24-25 to the WPCOG for their legal and lobbying work to prevent the City of Charlotte from being allowed to draw more water from the Catawba river basin

**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.		6,891
	Total	\$0	\$6,891

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.530	Dues	6,891	
	Total	\$6,891	\$0

**Section II:**

Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Councilwoman Lowman asked if the Council could have an explanation on the Valdese Bluff's easements. Planning Director Larry Johnson noted that he had received several questions regarding these easements and has been able to answer them. Mr. Johnson shared that these easements are basic utility easements granting the Town of Valdese the right to install water and sewer lines to an adjacent parcel next to the Draughn High School for potential housing development. Mr. Johnson said we are also proposing to put in a pump station.

Councilwoman Ward made a motion to approve the aforementioned items on the Consent Agenda with the exception of item 6 O, seconded by Councilman Mears. The vote was unanimous.

**End Consent Agenda**

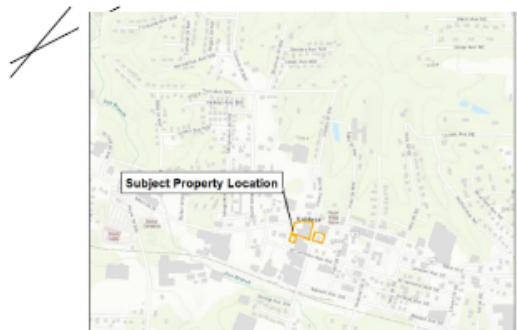
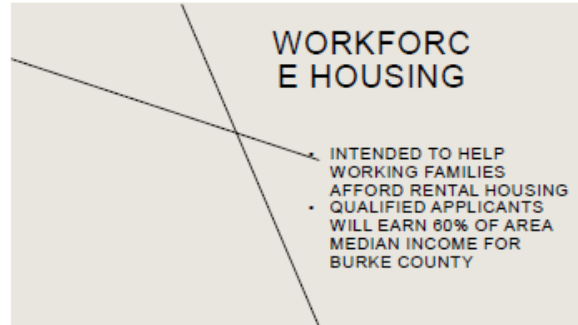
**ITEMS REMOVED FROM CONSENT AGENDA:** Councilman Harvey removed one item: 6 O, APPROVAL OF RESOLUTION AMENDING 2024 TOWN COUNCIL MEETINGS CALENDAR

Councilman Mears made a motion to add an item under New Business, Appointment of an Interim Town Manager, seconded by Councilman Harvey. The vote was unanimous.

**REMOVED - APPROVAL OF RESOLUTION AMENDING 2024 TOWN COUNCIL MEETINGS CALENDAR** Councilman Harvey recommended no motion on this item. There was no motion from Council.

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**WEAVERS MILL HOUSING PROJECT** Luke Fowler, with the Owner and Developer of the Mill project shared the following presentation:



**THE ULTIMATE RECYCLING!**

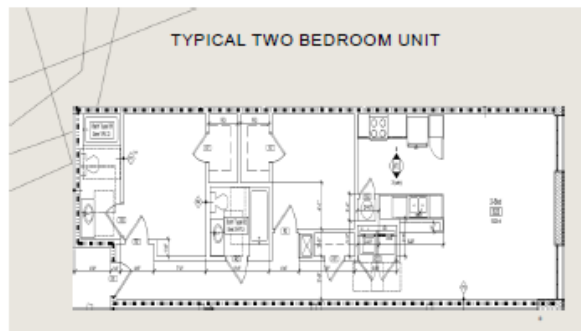
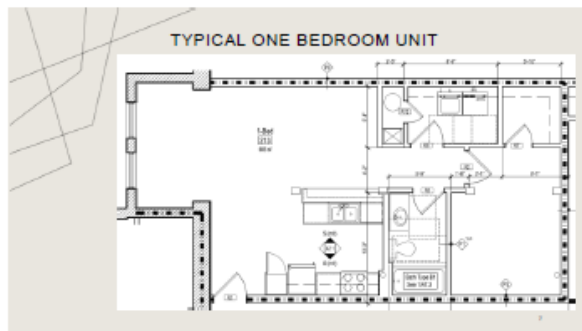


HISTORIC ADAPTIVE REUSE IS A VERY GREEN FORM OF BUILDING AS THE CARBON FOOTPRINT FOR THE STRUCTURE WAS PAID MANY YEARS AGO.

**OUR PLANS TO CREATE AFFORDABLE HOUSING THROUGH HISTORIC ADAPTIVE REUSE ARE CONTINUING WITH THE FOLLOWING MILESTONE EVENTS HAVING BEEN ACCOMPLISHED:**

- Full architectural and engineering design
- Placement of the mill on the National Register of Historic Places
- Internal demolition and structural repair of walls and roof systems
- Financing commitments and general contract all drafted
- Successful rollover of bonds and housing tax credits into 2024

**APARTMENT PROFILES**



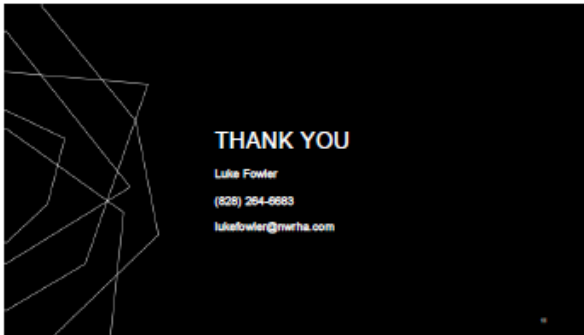
AUGUST 5, 2024, MB#32

**DEVELOPMENT TEAM:**

- Owner – Blue Ridge Housing of Burks, LLC
- Developer – Northwestern Housing Enterprises, Incorporated
- Foundation Funder – Dogwood Health Trust
- Lender – Churchill Stateside Group
- Federal Investor – Community Affordable Housing Equity Corporation
- State Investor – FOSS Equity Group
- Bond Counsel – McGuireWoods Firm
- Corporate Counsel – Blanco-Tackaberry
- Architect – The-Klester Architects
- Engineer – West Consultants, Inc.
- General Construction Contract Manager – ALH General Contractor
- Historic Consultant – Post Oak Historic
- Environmental Engineer – Geosyntec, Inc.

**WHY NHE?:**

For over 25 years NHE has partnered with institutional investors and advantaged lenders along with State Agencies, Councils of Government, Cities, Towns, and Counties to advance affordable senior and workforce living, with designs that enhance the surroundings and provide jobs. Often, we are able to breathe new life into older landmark buildings to benefit the western NC communities we serve.



Mr. Fowler noted that the one bedroom is approximately \$860.00, and the two bedrooms are \$1,020.00 and include a utility allowance for water/sewer/trash pickup/parking. Councilman Harvey asked if the subsidized units were for all of them or half. Mr. Fowler said it would be for all of them. Councilman Harvey asked if they would pay property taxes, and Mr. Fowler said that would be exempt and that the water/sewer would be individually metered. Councilman Harvey noted that many of our Town employees and school teachers don't make a lot of money but make too much to qualify for these apartments and asked who is the served market. Mr. Fowler said that government regulations define this, and we have to comply for the funding. Mr. Fowler said it would be for welfare and social security income.

Kristen Kirby, Bond Counsel with McGuire Woods LLP, presented the following presentation:

McGUIREWOODS

**TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS**

Kristen Kirby  
 McGuireWood: LLP  
 501 Fayetteville Street, Suite 500  
 Raleigh, North Carolina 27601  
 (919) 755-6574  
 kkirby@mcguirewoods.com

www.mcguirewoods.com

**What are multifamily housing revenue bonds?**

- Bond (debt) issued by a governmental entity – state or local housing authority, county or city/town (the “Issuer”)
- Under N.C.G.S. 160D-1311(b), the Town is authorized to exercise the powers of a housing authority, including acting as the Issuer of tax-exempt multifamily housing bonds
- Proceeds are loaned to private entity (the “Borrower”)
- Borrower uses those dollars to acquire, construct and/or rehab and equip “multifamily residential rental housing”
- Bonds are “private activity bonds” under Section 142 of the Internal Revenue Code (the “Code”)
- Town would be acting as a conduit issuer and has no financial obligation with respect to the bonds

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**Project must meet Income Restrictions**

- Either
- 20% of units must be set aside for Individuals whose Income is 50% or less of area median Income (“AMI”) Or
- 40% of units must be set aside for Individuals whose Income is 60% or less of AMI
- Income limits based on HUD guidelines; subject to family size
  - Income determination must be made at least annually
  - Restrictions apply for the LONGER of 15 years or life of bonds

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**Who are the players in a bond deal?**

- Issuer - governmental unit that issues bonds (in this instance the Town)
- Underwriter - investment banking firm that structures the deal and finds buyers
- Trustee
  - holds proceeds pending disbursement for construction costs
  - collects debt service payments from Borrower and pays to bondholders
- Bond counsel - oversees entire process and issues opinion that bonds are tax-exempt
- Issuer’s counsel - looks out for issuer’s interests
- Underwriter’s counsel - prepares disclosure document to sell bonds to the market place - “Official Statement”
- Borrower’s counsel - looks out for Borrower’s interest; generally does real estate work and opinion

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**What are the Issuer’s Responsibilities?**

- Bonds are not a debt of the Town or a pledge of its faith and credit or taxing power and do not affect the Town’s debt ratios or legal debt limit
- Town has no financial responsibility for the bonds; the Borrower is solely responsible for repayment of principal and interest on the bonds
- Issuers often receive a fee for serving as the bond issuer and the developer is responsible for paying all costs of issuance (including bond counsel and issuer’s counsel)

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**What steps are required?**

- Developer files application with North Carolina Housing Finance Agency (NCHFA) for approval of volume cap for bonds
- Inducement resolution – indicates the issuer’s willingness to issue bonds if all approvals are obtained; not an approval for any other purpose (i.e. zoning, planning, construction approvals separate)
- Developer receives allocation of volume cap from NCHFA
- Town Council holds a public hearing (also called the TEFRA hearing) as required under the federal tax code and adopts a resolution approving in principle the issuance of the bonds
- Town Council adopts resolution approving documents and financing (usually done at the same time as findings resolution)
- Sign documents at closing
- Post issuance: receive monitoring reports regarding compliance with low-income requirements

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**QUESTIONS?**

Kristen M. Kirby  
 McGuireWood: LLP  
 501 Fayetteville Street, Suite 500  
 Raleigh, North Carolina 27601  
 (919) 755-6574  
 kkirby@mcguirewoods.com

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Councilman Harvey asked what the total amount of the bonds was for this. Ms. Kirby said it was around 10 million, and the total project cost would be around 19 million, but to qualify for the tax credits, at least half of the project cost has to be financed with bonds. Councilman Harvey understands the Town of Valdese would be the issuer with no obligations, but the issuer often will receive a fee for serving as the issuer and ask what that amount would be. Ms. Kirby said that it would typically be in the range of 1% of the bond amount. Ms. Kirby said that would be a negotiation with the developer. Mr. Fowler said that after 15 years, the property restrictions do not apply, and we would be very happy to sell to a market rate manager/owner. Planning Director Larry Johnson asked to clear up something with the utilities. Mr. Johnson said there would be 1 meter X 60 units, which is how it would be billed.

**2023 NORTH CAROLINA DEPARTMENT OF LABOR SAFETY AWARDS** Fire Chief/Safety Director Truman Walton presented Town Departments with 2023 safety awards.

TO: Bryan Steen, Town Manager  
Valdese Town Council

FROM: Truman Walton, Safety Director

DATE: June 19, 2023

REF: 2023 North Carolina Department of Labor Safety Awards

The goal of the North Carolina Department of Labor Safety Awards Program is to recognize those entities that go the extra mile to promote safety in the workplace. For calendar year 2023, most of our Town departments received recognition for their efforts to prevent work place injuries and illnesses. These achievements are largely due to our department heads and employees working and training together to ensure that safe workplace practices are followed and that safety is the top priority of every Town of Valdese employee.

In order to qualify for a NCDOL Safety Achievement Silver Award the rate of days away from work must be at least 50% below the industry average. The following town departments received NCDOL Safety Achievement Silver Awards for calendar year 2023:

- Police Department (1<sup>st</sup> year)
- Public Works Department (2<sup>nd</sup> consecutive year)

In order to qualify for a NCDOL Safety Achievement Gold Award the rate of days away from work, job transfer or restriction must be at least 50% below the industry average. The following town departments received NCDOL Safety Achievement Gold Awards for calendar year 2023:

- Waste Water Department (1<sup>st</sup> year)
- Recreation Department (2<sup>nd</sup> consecutive year)
- Water Department (7<sup>th</sup> consecutive year)
- Community Affairs Department (13<sup>th</sup> consecutive year)
- Administrative Department (36<sup>th</sup> consecutive year)

The Administrative Department's 36<sup>th</sup> consecutive year of achievement is the 3<sup>rd</sup> longest active awards streak in the State of North Carolina according to NCDOL Commissioner Josh Dobson.

Particular attention should be paid to those departments receiving consecutive Safety Awards, especially those departments where accident rates are usually elevated due to the nature of their work.

**APPROVED PUBLIC HEARING: REZONING MAP AMENDMENT 2-6-24 - B-1 CENTRAL BUSINESS DISTRICT TO B-2 GENERAL BUSINESS DISTRICT** At 6:55 pm, Mayor Watts opened the public hearing. Planning Director Larry Johnson shared the following information for the Rezoning Map Amendment 2-6-24 - B-1 Central Business District to B-2 General Business District:



### Rezoning Amendment 2-6-24

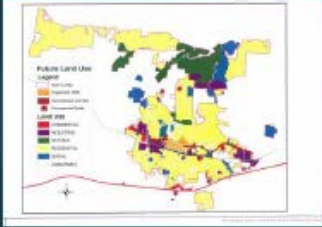
Recommended by  
Town of Valdese Planning Board

## HOW DID WE GET HERE?

### The Valdese Vision - Land Use Action Plan for the Future

- ▶ Adopted by the Town Council in 2014, the Valdese Vision: A Land Use Plan established a vision for future growth and constitutes the legal basis for land-use decision-making.


### The Future Land Use Map



Adopted in 2014 by Valdese Town Council, the land use map is a generalized map of where Valdese may develop in the future and the likely and desired land use type. *The Land Use Map serves as a guide for future development over the next 10 to 20 years.*

### The Valdese Vision - Land Use Action Plan for the Future Major Components

- ▶ Future Land Use Map
- ▶ Implementation Strategies
- ▶ Action Plan/Matrix (Tool)




**CD.1.13** Rezone properties in the downtown area to promote the expansion of the Central Business District into several blocks *and* create a new Zoning District. *[Priority-High, Timeframe-Immediate, Responsibility-PB/PZ/TC]*

### Commercial Districts Expansion

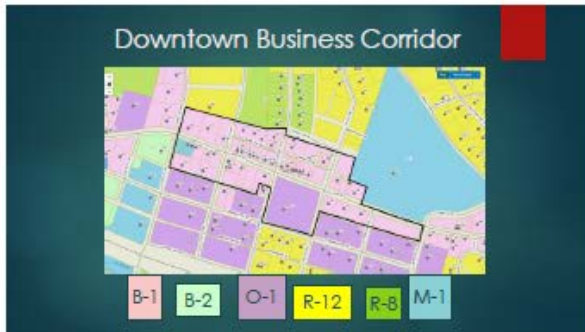
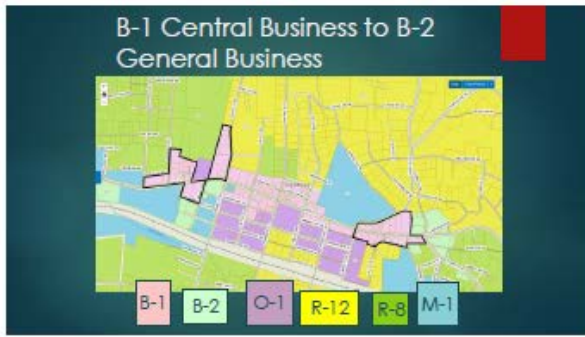
- ▶ Rewrite of permitted uses and standards in the B-1 Central Business and B-2 General Business commercial zoning districts
- ▶ Create a new district, DBC-Downtown Business Corridor
- ▶ Expand the B-1 Central Business, and
- ▶ Expand the B-2 General Business District

Planning priority in the Valdese Vision: Land Use Action Plan adopted in 2014

### Boundary and Zoning District Designations



B-1
B-2
O-1
R-12
R-8
M-1



Review of Rezoning Map Amendment  
2-6-24

*Recommended by the Valdese Planning Board*

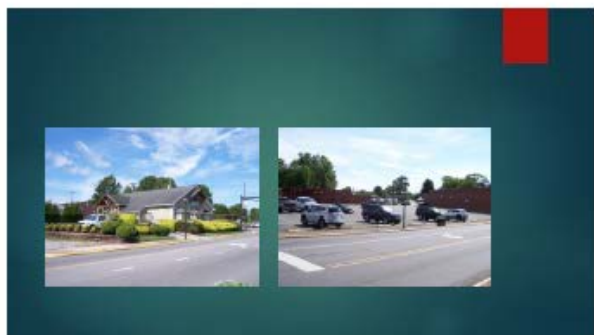
**Requested Action:** Rezone nineteen parcels from the current designation of B-1 Central Business District to B-2 General Business

**B-2 General Business District**

The B-2 General Business District is intended to encourage the establishment of areas of general business that do not require a central location. Uses in the B-2 General Business District are generally located along major radial highways leading out of town, providing retail goods and services to the traveling public and residents.

**REVIEW CRITERIA (1-5):**

1. **Existing Land Uses** of the nineteen parcels are residential, personal service establishments, automotive sales, medical and professional services, community parks, parking lots, restaurants, Business Office type (Insurance), clubs and lodges, and a convenience store.

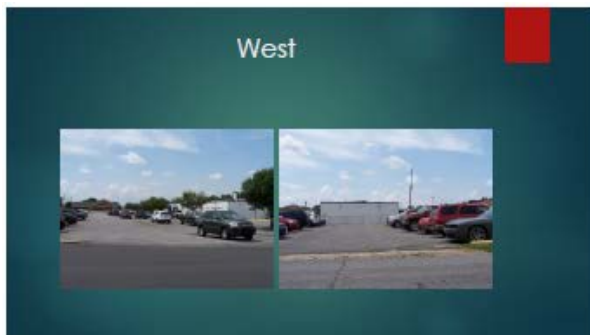
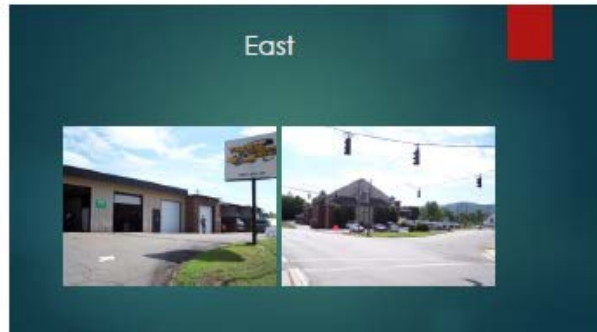
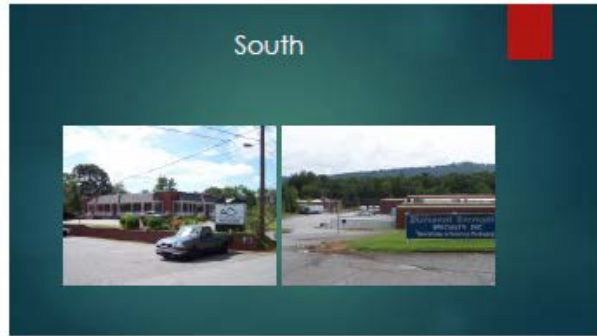






To the extent to which the rezoning will detrimentally affect the nineteen properties, the requested **B-2 General Business District** permits all (residential with a CUP) of the aforementioned uses.

1a. Neighboring Land Uses of the nineteen parcels are residential, manufacturing, manufacturing parking lot, retail, sales and services, and church.



The rezoning of the nineteen parcels to B-2 General Business District will not detrimentally affect the neighboring properties.

Review Criteria Cont.

**2. Traffic** - No traffic study was conducted. However, the NCDOT traffic volume website reveals an Annual Average Daily Traffic count (AADT) of 8700 vehicles along Main Street East

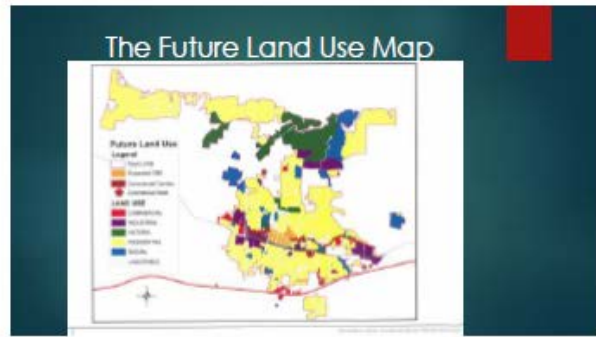
*(No traffic volume increase is anticipated from rezoning the nineteen parcels to B-2 General Business District.)*

**3. Public Services** include public water and sewer infrastructure, police, and fire protection.

*(The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the parcels. These include public water, sewer infrastructure, and police and fire protection.)*

**4. Consistency with the Valdese Vision: A Land Use Action Plan for the Future.**

*(The general area is classified as commercial by the land use plan. This rezoning petition is consistent with The Valdese Vision: Land Use Action Plan.)*



**5. "Spot" Zoning.**

*(The total acreage of the Properties is sufficient not to be construed as "spot" zoning.)*

- Review**
1. The Valdese Planning Board recommended a zoning map amendment in June 2024 to rezone nineteen parcels with zoning designations of B-1 Central Business District to B-2 General Business District.
  2. The parcels' land uses are residential, personal service establishments, automotive sales, medical and professional services, community parks, parking lots, restaurants, Business Office type (Insurance), clubs and lodges, and a convenience store.
  3. The B-2 General Business District permits the aforementioned uses, including residential uses with a Conditional Use Permit.

4. The rezoning petition is consistent with The Valdese Vision: Land Use Action Plan. The Land Use Action Plan identifies the parcels for commercial development, consistent with the proposed B-2 General Business designation.
5. The total acreage of the nineteen parcels is sufficient not to be construed as "spot" zoning.

North Carolina General Statute 160D-605(a) provides, in part, as follows :

When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is **consistent or inconsistent** with an adopted comprehensive or land-use plan. The requirement for a plan consistency, the governing board was aware of and considered the Planning Board's recommendations and any relevant portions of an adopted comprehensive or land-use plan.

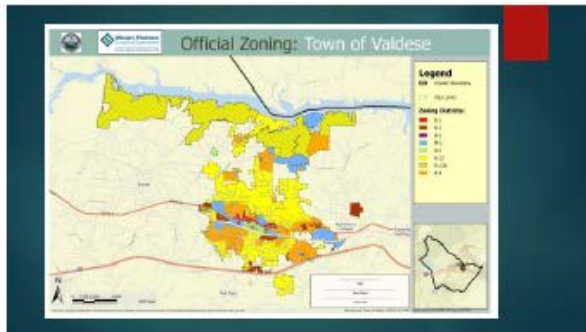
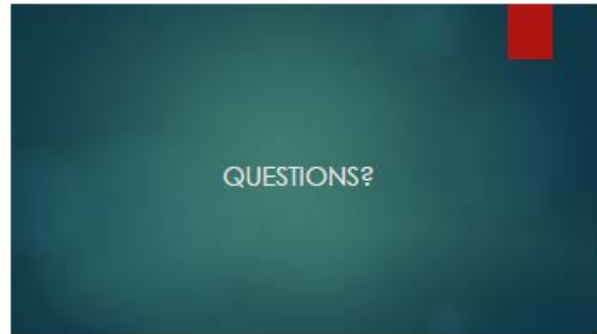
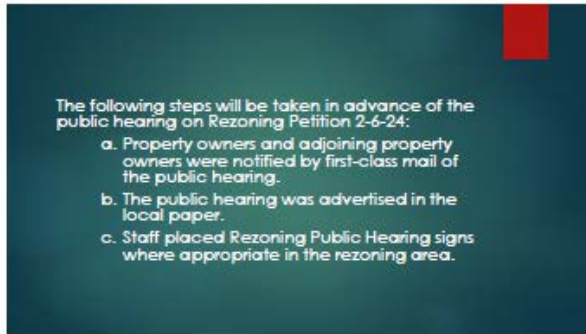
North Carolina General Statute 160D-605(b) provides, in part, as follows :

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

- Recommended action**
1. The Valdese Town Council approves Map Amendment 2-6-24 and
  2. The Valdese Town Council adopts a Consistency and Reasonableness Statement under North Carolina General Statute 160D-605(a)(b) affirming that the rezoning is reasonable and consistent with the Valdese Vision: A Land Use Action Plan for the Future.



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**Property Location:** 405-636 Main Street East, 161 Laurel Street NE, 454 Laurel Street NE, 725 Eldred Street SE

**Parcel ID Numbers:** 2743149654, 2743144676, 2743148636, 2743142677, 2743145991, 2743140771, 2743142885, 2743157022, 2743143886, 2743144883, 2743049773, 2743140817, 2743146604, 2743144607, 2743141676, 2743142855, 2743143806, 2743142805, 2743144995

**Requested Action:** Rezone nineteen parcels from the current designation of B-1 Central Business District to B-2 General Business

**BACKGROUND:** The Town of Valdese adopted the Valdese Vision: A Land Use Action Plan in January 2014. This development plan was created to establish a vision for the Town's future, help ensure that planning is done in a manner that best serves the public interest, be an adopted policy document that can help guide appointed and elected officials in matters related to the Town's physical growth and development and help constitute the legal basis for the Town's land use decision-making process.

The action matrix of the Valdese Vision identifies action/policy, types of action, responsibility, resource allocation, time, and prioritization. The Downtown/Commercial Development section of the Valdese Vision Land Use Plan prioritizes the rezoning of properties in the downtown area to promote the expansion of the Central Business District and the creation of a new zoning district. This process is part of the proposed rezoning of the B-1 Central Business parcels to B-2 General Business.

The current zoning designation of the nineteen parcels is B-1 Central Business District. The current uses are retail, sales and services, medical or professional services, a public park, automotive sales, a restaurant, a personal care establishment, a convenience store, and residential, all of which are allowed in the B-2 General Business District.

#### REVIEW CRITERIA:

1. Existing land uses in the general vicinity of the nineteen properties are residential, manufacturing parking, manufacturing, commercial, and medical and professional services.
  - **North:** Manufacturing (parking lot), residential,

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- **South:** Medical or professional, manufacturing, and residential.
- **East:** Commercial (animal hospital), automotive sales and service, and church.
- **West:** Manufacturing and manufacturing parking.

*To the extent to which zoning will detrimentally affect properties in the general vicinity of the applicant's properties, the requested B-2 General Business District permits the zoning uses of the B-1 Central Business District.*

**2. Traffic**

The Town of Valdese conducted no traffic study. However, the NCDOT traffic volume website reveals an Annual Average Daily Traffic count (AADT) of 8000 vehicles, according to the latest from NCDOT.

*No anticipated traffic volume increase is generated from rezoning the nineteen parcels to B-2 General Business District.*

**3. Public Services**

*The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the parcels. These include public water, sewer infrastructure, and police and fire protection.*

**4. Consistency of the proposed zoning with the Valdese Vision: A Land Use Action Plan for the Future**

*The general area is classified as commercial by the land use plan adopted by the Valdese Town Council. This rezoning petition is **consistent** with The Valdese Vision: Land Use Action Plan.*

**5. "Spot" Zoning**

*The total acreage of the nineteen parcels is sufficient not to be construed as "spot" zoning.*

**REVIEW:**

The Valdese Planning Board finds Rezoning Petition 2-6-24 (Zoning Map Amendment) **consistent** with the Valdese Vision: A Land Use Action Plan for the Future. In so finding, the Planning Board provides the following review:

1. Staff recommended to the Planning Board a zoning map amendment in June 2024 to rezone nineteen parcels with zoning designations of B-1 Central Business District to B-2 General Business District.
2. The parcels' land uses are retail, sales and services, medical or professional services, public parks, restaurants, personal care establishments, convenience stores, automotive sales, and residential.
3. The B-2 General Business District permits retail, sales and services, medical or professional services, public parks, restaurants, personal care establishments, convenience stores, automotive sales, and residential uses.
4. The rezoning petition is reasonable and consistent with The Valdese Vision: Land Use Action Plan. The Land Use Action Plan identifies the parcels for commercial development, consistent with the proposed B-2 General Business designation.

**RECOMMENDED ACTION:**

Valdese Planning Board recommends the following:

1. The Valdese Town Council adopts a Consistency and Reasonableness Statement under North Carolina General Statute 160D-605(a)(b) affirming that the rezoning is reasonable and consistent with the Valdese Vision: A Land Use Action Plan for the Future.

**PUBLIC NOTICE**

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The following steps were taken in advance of the public hearing on Rezoning Petition 2-6-24:

- a. Adjoining property owners will receive first-class mail notifications.
- b. The Notice of Public Hearing was advertised in the local paper.
- c. Staff placed rezoning public hearing signs where appropriate in the proposed rezoning area.

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

On August 5, 2024, the Valdese Town Council met to consider Rezoning Petition 2-6-24 and received a recommendation from the Valdese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdese adopted a comprehensive land use plan entitled "The Valdese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan"). The Plan identifies the type of community that Valdese wants to become in the future and the strategies that the Town will use to guide development and land use activities.
2. The Town of Valdese submitted a Rezoning Petition recommended by the Town of Valdese Planning Board requesting to rezone the following nineteen properties (the "Properties") from B-1 Central Business District to B-2 General Business District:

405-636 Main Street East, 161 Laurel Street NE, 454 Laurel Street NE, 725 Eldred Street SE and further identified by parcel ID numbers: 2743149654, 2743144676, 2743148636, 2743142677, 2743145991, 2743140771, 2743142885, 2743157022, 2743143886, 2743144883, 2743049773, 2743140817, 2743146604, 2743144607, 2743141676, 2743142855, 2743143806, 2743142805, 2743144995.

3. The purpose of Central Business District (B-1) is to accommodate and encourage further expansion and renewal in the historic/business core of the Town of Valdese. A variety of business, retail, professional, financial, cultural, and other related services are encouraged in an effort to provide the mix of activities necessary to shoppers.
4. The General Business District (B-2) is to encourage the establishment of areas for general business that do not require a central location. Businesses in this district are generally located along major radial highways leading out of town, providing retail goods and services to the traveling public and local residents.
5. The Properties are comprised of retail, sales and services, medical or professional services, a public park, a restaurant, a personal care establishment, a convenience store, and residential, all of which are allowed in the B-2 General Business District.
6. Rezoning Petition 2-6-24 is intended to appropriately zone B-2-related uses to the periphery of the Downtown corridor to accommodate and encourage further expansion providing retailing goods and services to the traveling public and local residents and the renewal of the historic/business core of the Town of Valdese.
7. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan. The requirement for a plan consistency statement may also be met by a clear indication in the minutes of the governing board that at the time of action on the amendment, the governing board was aware of and considered the Planning Board's recommendations and any relevant portions of an adopted comprehensive or land-use plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment has the effect of also amending any future land-use map in the approved plan, and no additional request or

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application for a plan amendment is required. A plan amendment and a zoning amendment may be considered concurrently.

8. Text Amendment 2-6-24 is consistent with and supports several Plan priorities, including, but not limited to, the following:
  - (a) To ensure that the scale and design of commercial development is consistent with the unique small town character of Valdese;
  - (b) Rezoning properties in the downtown area to promote expansion of the Central Business District into several additional blocks and create a relevant new zoning district.
  - (c) Evaluate the Town's existing zoning ordinance to determine where amendments are necessary to encourage and enable more compact, mixed-use development.
9. The Town of Valdese's request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the Town of Valdese's request to amend the Town's Zoning Map around the Properties from their designated zoning to B-2 General Business District *consistent* with the Plan.
10. The Planning Board, at their June 17, 2024 meeting, voted five to zero to recommend that the Town Council amend the Town's Zoning Map regarding the Properties from B-1 Central Business District to B-2 General Business District.
11. The Valdese Town Council hereby finds Rezoning Petition 2-6-24 regarding rezoning the Properties from their currently designated zoning to B-2 General Business District to be *consistent* with the Plan.
12. North Carolina General Statute 160D-605(b) provides, in pertinent part, as follows:
 

When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.
13. The Town Council finds that the zoning amendment is reasonable and in the public interest based on the following:
  - a. The total acreage of the Properties is sufficient not to be construed as "spot" zoning.
  - b. The surrounding zoning designations are industrial, residential, and commercial properties to the north (animal hospital). The properties to the South are medical or professional and residential. The properties to the East are commercial and church. The properties to the West are manufacturing and manufacturing parking
  - c. To the extent to which zoning will detrimentally affect properties in the general vicinity of the nineteen properties, the requested B-2 General Business District permits the zoning uses of the B-1 Central Business District.
  - d. The B-2 General Business District is intended to encourage the establishment of areas of general business that do not require a central location. Uses in the B-2 General Business

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District are generally located along major radial highways leading out of town, providing retail goods and services to the traveling public and residents.

- e. The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the parcels. These include public water, sewer infrastructure, and police and fire protection.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 2-6-24 in regards to rezoning the Properties from B-1 Central Business District to B-2 General Business District to be **consistent** with the Plan and approves Rezoning Petition 2-6-24 and the recommendation from the Valdese Planning Board to amend the Town's Zoning Map regarding the Properties from B-1 Central Business District to B-2 General Business District.

Based on those above and the findings from the public hearing, the Valdese Town Council further finds Rezoning Petition 2-6-24 reasonable and approves Rezoning Petition 2-6-24.

The Town Council, therefore, approves Rezoning Petition 2-6-24.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Mayor Watts asked if anyone wished to speak either for or against the public hearing. Hearing none, Mayor Watts closed the public hearing at 7:08 pm.

Councilman Mears made a motion to approve the Rezoning Map Amendment 2-6-24 - B-1 Central Business District to B-2 General Business District, seconded by Councilwoman Lowman. The vote was unanimous.

Councilman Harvey made a motion to adopt the Consistency and Reasonableness Statement under NCGS 160D-605(a)(b) affirming that the rezoning is reasonable and consistent with the Valdese Vision: A Land Use Action Plan for the Future, seconded by Councilwoman Lowman. The vote was unanimous.

**DRUG AND HOMELESSNESS TASK FORCE REPORT** Police Chief Marc Sharpe made the following presentation:

"Since being hired on March 25<sup>th</sup>, and attending my first Homeless/Drug Task Force meeting the very next day, We have come together for (5) five meetings. Now let's discuss what has occurred and come from those meetings and what is being accomplished.

Early on their seemed to be some confusion as to whether we had a homelessness issue in our community or not. We can now provide you some real numbers as our officers working hand in hand with the Western Piedmont Council of Governments Homeless Response Team have hit the streets to locate, identify, and offer resources to those identified as homeless. In two ride along sessions conducted with the COG (18) eighteen individuals have reached out to and been identified within our community. Of that (18), two have been placed in situations where they are now staying in a home and (1) one has been placed in a job. It is estimated that we are closer to having about (40) forty homeless in our community so we are thinking we have made COG contact with almost half of our homeless population.

The COG continues to reach out to those identified to offer help and services on a constant basis. That has to be done through cell phone contact and follow up meetings pre-planned with COG members. Some of our homeless do not have a cell phone and are unable to keep up with dates and times which makes these follow up meetings problematic at times.

Councilman Ward has been working to provide a safe zone meeting place and time at "Jethros" on Church Street where many of the contacts are taking place. In order for us to have more success stories for this outreach we have to have a way to create contact between our homeless population and the COG. Our



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police officers are communicating these things verbally as they interact with these individuals and attempting to create follow up contact on a day to day basis but it has to be arranged due to the COG having a limited supply of workers, around (5) who remember are covering several counties and multiple towns and cities.

Next we have expanded our efforts of outreach for providing services and resources for the homeless by reaching out and developing a relationship with the Burke United Christian Ministries Homeless Outreach. They have created a fantastic facility in Morganton which provides daily laundry services, showers, meals, and contacts for services for veterans, rehab, and counseling services to name a few. They have programs Monday thru Friday from 7:00 a.m. to 3:00 p.m. These resources are available to our homeless population but we have to get them to the facility where they sometimes agree to go but are in fear of being left there. This issue is being addressed by once again working to create a weekly bus stop at "Jethros" with a ride to and from the services provided by a church in our community. The planning of this is ongoing and continues to be developed as recent as this morning.

The Police Department has also been teaming up with BUCM's street level teams making introductions, delivering food and hygiene packets at a street level creating trust and inviting those individuals to obtain the resources that are available to them.

Lastly, our enforcement statistics, since taking office our officers have produced 190 criminal charges in the Town of Valdese. Of those 190 criminal charges 83 of the charges were taken out on Homeless individuals. That is 44% of our criminal charges during that time period. This is arrestable or chargeable offenses not just reportable incidents as many times we do not have identified offenders or even suspects with some of those statistics.

The charges in the offenses we are discussing include larceny and possession of stolen goods, property damage, communicating threats, assault, and possession of illegal drugs. The most prevalent is larceny which is theft from citizens or some theft from retailers in our community. Many of the chargeable offenses are repeat offenders where the same homeless individual is released from jail and repeats an offense. Therefore, all of our homeless are not committing these offenses but the same homeless individuals are committing multiple offenses or are repeat offenders which is much like the statistics of our normal crime rate. Many of the same individuals or regular customers of the police department are responsible for our community's crime.

VPD has partnered with our citizens, landowners, our code enforcement, and the Burke County Sheriff's Office to shut down identified vacant properties which have been taken over without permission for drug use and other criminal offenses. Two homes identified as problematic are in the process of changing ownership and another 100 feet outside of our city limits has been boarded up and secured.

Sgt. Beck with VPD has been instrumental in continuing to grow our Neighborhood Watch Program. An oldie, but goodie, where we partner with neighborhoods within our town scheduling monthly meeting with citizens to identify our problems in those neighborhoods needing police assistance. Our goal is to have enough neighborhood watch programs within our town that each and every officer has their own neighborhood watch program to coordinate as part of their assigned duties.

From a drug standpoint, we have future plans to team up with Harbour Programs who has street medicine teams which provide opportunities to receive NARCAN to cut down on our overdose issue. Our officers have already partnered with Harbour Programs and Western Piedmont Community College where every officer has recently received documented training to dispense NARCAN on overdose calls as they are many times the first to arrive. We dispense the same dosage our EMT or paramedics would dispense and have also been provided NARCAN free of charge which officers carry on duty to be dispensed when and as needed. In these situations, seconds can be the difference in life and death. Since NARCAN was issued and training was received we have had two calls were an officer has dispensed NARCAN.

Chief Sharpe has also been asked to set on an overdose task force within Burke County assisting in providing statistics, ideas, and solutions. We are all working together to form follow-up procedures for those individuals who have overdosed to offer additional resources and where to find those resources. This is part of the efforts where our county is spending opioid settlement monies to combat the nationwide opioid addiction epidemic.

**AUGUST 5, 2024, MB#32**

From an enforcement effort our officers have doubled our chargeable drug offenses from last year efforts during this same time period and the most notable possession has been methamphetamine in our community recently.

As you can see, as stated in a previous council meeting these are multifaceted problems that need to be addressed from many angles and as you can see we are developing partnerships to work hand in hand with the PD to combat these issues. We are providing resources to assist our homeless with opportunities at assisting them in finding jobs and a place to live which requires follow up on their part. We are creating prevention opportunities with the drug problem in preventing and responding to overdose. We are also holding everyone accountable by enforcing our laws and ordinances associated with the crime associated with each of the problem areas.

The Homelessness Drug Task Force will continue to meet, learn, and come up with additional ways to create contact, resources, enforcement action, and solutions, utilizing partnerships with the outside agencies along with the Valdese Police Department who will be there to do their part.”

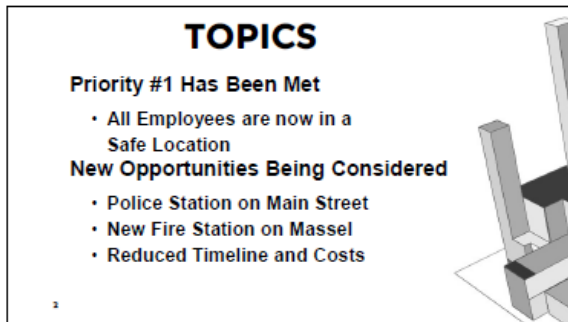
**FACILITIES REVIEW COMMITTEE REPORT** Facilities Review Committee Co-chair Roger Heavner shared the following presentation:



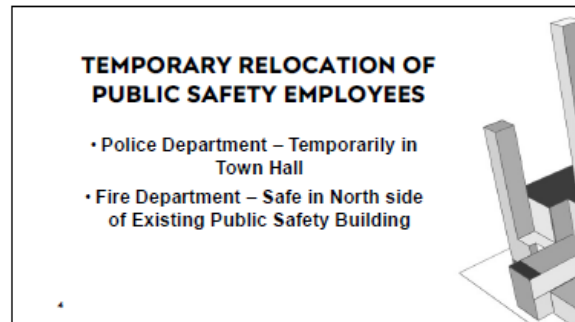
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**215 MAIN STREET UNDER CONSIDERATION**



**PROPOSED POLICE STATION**

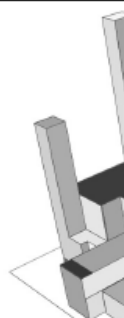
- Main Street Presence
- Double the Present Space
- Can be Renovated to Current Codes and Standards
- Total Cost May be Less Than Alternative Options

5

**AND SO**

**IF 215 MAIN STREET EAST BECOMES POLICE STATION**


**200 MASSEL AVE SW CAN BECOME NEW FIRE STATION**



7

**PROPOSED RENOVATION**

FIRST FLOOR - 2275 SF OF OFFICE SPACE  
GROUND FLOOR - 2275 SF UNFINISHED



**215 MAIN WOULD NEED**

- Completion of Site Plan
- Renovation Such as New Facade
- Extensive, 40-Year (New Building) Life-span

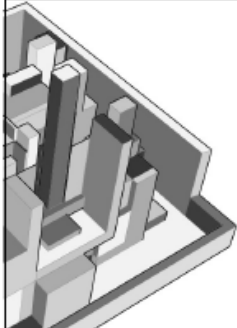
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**NEXT TO TOWN HALL**



8

**THE SCHEDULE AHEAD**



**Aug 5 – Council Considers**

- 215 Main Street East
- Architect's Scope of Work

**Sept 9 – Council Considers**

- Update on Police Station
- Update on Fire Station

9

**THANK YOU FOR THE OPPORTUNITY TO SERVE OUR TOWN**

**FACILITIES REVIEW COMMITTEE**

- Tessa Collinson
- Jerry Hyde
- Roger Heavner
- Greg Refour
- Glenn Harvey



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Councilwoman Lowman asked where the Fire Department had been moved to in the building. Fire Chief Truman Walton said the Fire Department has not moved. Chief Walton noted that a few months ago, it was brought up to potentially move the FD, and he sent an email on everything that would need to be done to

**AUGUST 5, 2024, MB#32**

move and the feedback was that sounds like a good idea, but that is all. Chief Walton said they are still under the same roof structure that the Police were under. Chief Walton recommended staying where they are until they get a new facility. Councilman Harvey said that the architectural firm recommended specifically that these offices be relocated within 30 days and that we are exposing the Town to issues. Mayor Watts asked if Chief Walton and the Manager would work on a plan tomorrow.

**APPROVED AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY AND ADDITIONAL PROVISIONS ADDENDUM** Assistant Town Manager/CFO Bo Weichel shared that the property is located at 215 East Main Street, Valdese, at a purchase price of \$360,000.00.

Councilman Harvey made a motion to approve the agreement for the purchase of 215 East Main Street, Valdese for \$360,000.00, seconded by Councilwoman Lowman. The vote was unanimous.

(A copy of the agreement can be obtained in the Clerk's office.)

**APPROVED AIA DOCUMENT B101-2017 STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT WITH TALLEY & SMITH ARCHITECTURE, INC.** Assistant Town Manager/CFO Bo Weichel shared that the scope of work in this agreement is to renovate 215 East Main Street. The scope of work is to bring this building up to code and renovate it for police use. The total amount would be \$174,755.00, plus up to \$4,000.00 of reimbursable expenses.

Councilwoman Lowman made a motion to approve the document as presented, seconded by Councilman Mears. The vote was unanimous.

(A copy of the contract can be obtained in the Clerk's office.)

**APPROVED AIA DOCUMENT B104-2017 STANDARD FORM AGREEMENT BETWEEN OWNER AND ARCHITECT (TALLEY & SMITH ARCHITECTURE, INC. PUBLIC SAFETY FACILITY STUDY)** Assistant Town Manager/CFO Bo Weichel shared that this goes back to the original Talley Smith agreement approved a few months ago. Mr. Weichel shared that we have a clearer direction on where we are going, and this is a revision to the original contract. Mr. Weichel noted that it would take the agreement from \$36,000.00 to \$23,400.00.

AUGUST 5, 2024, MB#32

**TALLEY & SMITH  
ARCHITECTURE, INC.**

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

July 29, 2024

Mr. Bryan Steen, Interim Town Manager  
Town of Valdese  
102 Massel Ave SW  
Valdese, NC 28690

email: [bsteen@valdesenc.gov](mailto:bsteen@valdesenc.gov)

Re: Revised Scope for Public Safety Facility Study  
Town of Valdese, NC

Dear Mr. Steen:

As the services for the Facility Study project have progressed, the scope of the options that were originally under consideration have evolved. Due to these changes, the Town has requested that we modify the original Agreement dated April 30, 2024 to better reflect the A/E services being provided.

For reference purposes, the study had three components that were listed as:

- Option 1: Total renovation of existing public safety facility.
- Option 2: Relocation of PD and FD to a new combination facility.
- Option 3: Separation of PD and FD facilities.

Study option 1 was to explore the condition of the existing Public Safety Facility and the possibility of renovating that building. The result of our initial investigation of the building structure and review of the related documentation led us to conclude that the structural issues were too significant to make renovation a viable, cost-effective option.

Study option 2 was the exploration of a new single building for both the Police Department and Fire Department. Instead of a new combined services facility, the Town is now pursuing relocating the Police Department into an existing building.

Study option 3 was to explore the possibility of relocating the Police Department and Fire Department to separate new or renovated facilities. This study option is the primary focus of the remaining A/E services to be provided.

Thus, the study services completed or underway are:

- Option 1: The investigation of the existing Public Safety Building has been completed. This is about half of the option 1 services.
  - Option 2: This option is not being pursued.
  - Option 3, Police Department: The study for moving the Police Department into an existing building is nearly complete. The remaining deliverables are a
-

AUGUST 5, 2024, MB#32

Mr. Bryan Steen, Interim Town Manager  
July 29, 2024

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schematic floor plan demonstrating that the existing building is an acceptable location for the Police Department and the preparation of a construction cost estimate for the building renovation. Further A/E services for the Police Department Project will be Phase II services as referenced in the original Agreement with the Town. A new Agreement for the Police Department Project A/E design and construction phase services has been submitted to the Town.

- Option 3, Fire Department: The services for this option are underway. The next step is to finalize the building program listing each building area and each area's ideal square footage. After that we will investigate the general size, configuration and location of a new building on the Massel Avenue site. The final deliverables for this phase will be a schematic site plan, showing the building footprint, parking and drives, and a construction cost estimate. Further A/E services for the Fire Department Project will be Phase II services as referenced in the original Agreement. These services can be established with a written amendment to the current Agreement or by issuing a new Agreement.

The Phase I study fee stated in the April 30, 2024 Agreement is: \$36,000

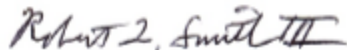
Due to the change in the scope of services as described herein, the Phase I study fee can be reduced.

Reduced Phase I study fee: \$23,400

If you have any questions, please contact me.

Sincerely,

TALLEY & SMITH ARCHITECTURE, INC.



Robert L. Smith, III, AIA, LEED AP

Councilman Harvey made a motion to accept the amendment to the original architect's contract, seconded by Councilman Ogle. The vote was unanimous.

**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – PUBLIC SAFETY BUILDING** Assistant Town Manager/CFO Bo Weichel shared that this is a project amendment to include the last three items approved.

Capital Project Ordinance Amendment # 12-35

Subject: Public Safety Building

Description: This amendment to the project budget is for two transactions:  
 1. Purchase of existing building on Main St.  
 2. A&E contract with Talley & Smith for the Main St building  
 This does not affect General fund balance, it uses the savings already in the project budget fund #35.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.000	Town Contribution		9,983
35.3480.001	ABC Distributions		52,304
35.3480.004	Sale of Properties		52,500
35.3480.001	ABC Distributions		363,810
Total		\$0	\$478,597

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.040	A&E		63,968
35.5100.040	PD A&E Services	174,755	
35.5100.050	PD A&E Reimbursable Allowance	4,000	
35.5100.150	PD Building Purchase	363,810	
Total		\$542,565	\$63,968

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 budgetary amendments, seconded by Councilman Ogle. The vote was unanimous.

**STREET RESURFACING STATUS REPORT** Public Works Director Allen Hudson shared that on July 15, 2024, he met with the DOT on the street-paving project. They are in the process of negotiating agreements with the contractors and hopes we will have estimates by the end of August. Mr. Hudson said it could take 18-24 months for all the streets to be paved and completed.



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## DOT ESTIMATES - JULY 2, 2024

	miles	Ft. wide	At \$224,500/Mi
1 Anthony St	0.17	18	\$ 38,165
2 Bellview Ave Ne (Laurel to Walnut Ave)	0.16	14	\$ 35,920
3 Bellview to Clyde	0.22	18	\$ 49,390
4 Berry Ave	0.24	18	\$ 53,880
5 Bonous St Nw	0.25	18	\$ 56,125
6 Campbell Ave( bottom of hill top end)	0.18	26	\$ 40,410
7 Carter St Ne	0.19	18	\$ 42,655
8 Cline St Sw (Bertis St to Hoyle St )	0.15	36	\$ 33,675
9 Club Circle Ne	0.31	18	\$ 69,595
10 Dixie Ave Nw	0.4	20	\$ 89,800
11 Eagle Nest Lane Nw	0.12	20	\$ 26,940
12 Eldred St Ne (Main to Laurel St)	0.22	20	\$ 49,390
13 Flora Lane Ne ( Gravel Portion)	0.11	14	\$ 24,695
14 Forest Ave Ne	0.25	20	\$ 56,125
15 Forest Dr Ne	0.33	20	\$ 74,085
16 Griffin Ave Nw	0.19	20	\$ 42,655
17 <i>Harris</i> <i>NOTE-EXTRAPOLATED</i>	<i>0.35</i>	<i>18</i>	<i>\$ 78,575</i>
18 Hickory Ave Nw	0.1	18	\$ 22,450
19 Jaubert Ave Se	0.18	18	\$ 40,410
20 Katherine St Se (next to the creek)	0.21	20	\$ 47,145
21 Laurel St Ne to Gardiol Ave Ne	0.37	20	\$ 83,065
22 Louise ave Ne (Italy to end)	0.21	18	\$ 47,145
23 Morganton St Nw	0.36	18	\$ 80,820
24 Nellie St Nw	0.07	18	\$ 15,715
25 Pineburr Ave Sw ( Orchard St to Hoyle St	0.17	18	\$ 38,165
26 Pineburr Ave Sw (Carolina to Faet St)	0.36	20	\$ 80,820
27 Pineridge St SW	0.2	22	\$ 44,900
28 Tarheel Ave Ne	0.17	18	\$ 38,165
29 Tarvia Ave Ne	0.23	16	\$ 51,635
30 <i>Tron Ave</i> <i>NOTE-EXTRAPOLATED</i>	<i>0.67</i>	<i>18</i>	<i>\$ 150,415</i>
31 Vinay Ave Nw	0.14	18	\$ 31,430
32 White St Ne	0.08	18	\$ 17,960
<b>TOTALS - with average width</b>	<b>7.36</b>	<b>18.75</b>	<b>\$ 1,652,320</b>
<b>TOTALS - without Harris &amp; Tron</b>			<b>1,423,330</b>

**PERMANENT POOL STRUCTURE UPDATE** Parks & Recreation Director David Andersen shared the following update presentation:



# VALDESE

## PARKS & RECREATION

Pool Structure Update  
August 5, 2024

### Timeline Changes

- A lot of time spent to receive information to inform design (code, fire suppression requirements, geotechnical engineering)
- Asked for revision of estimates after some design changes requested
- **UPDATED TIMELINE:**
  - August 3: Present design estimate
  - August 6: If approved, go ahead with construction documents
  - August 23: Grant Awards Announced
  - First week of September: Pre-bid meeting and release of CDs
  - October 16: Bids potentially due
  - November 4: Council approve potential contract.
  - Mobilize ASAP after council approval, hope to be in by 2/1.

### Total Design Cost

- Received latest changes today at 3:30pm
- Structure itself at \$583,000.
- Concrete, Mechanical, Electrical, Plumbing, and Fire Suppression costs brings total estimated Design Cost to \$1,356,413.
- Where can funds come from?
  - Possible Grant: \$477,350
  - Capital Campaign Goal: \$300,000
  - Fund Balance: \$379,063

### In the Meantime...

- Keep the pool open later than usual in late summer/early fall.
- Utilize already procured insulation blankets to retain heat.
- Strategically approach schedules to target busiest times to be open.
- Start in earnest on Capital Campaign

Councilwoman Lowman asked if our swim teams could use the pool this winter. Mr. Andersen said the High Schools would be in a place where it would be difficult for them to compete or host competitions; however, there are teams around the state the practice year around. Mr. Andersen said it would also depend on if construction would begin in November. Councilman Harvey asked, based on the number, if we were \$800,000.00 short of what we needed to do this. Mr. Andersen said yes and he just received this information today. Mr. Andersen noted that the fire suppression and the mechanic side are driving the numbers up.

**WALDENSIAN FESTIVAL PLANS – AUGUST 9 AND 10, 2024** Community Affairs Director Morrissa Angi gave Council an overview of the 49th Annual Waldensian Festival plans.

**OLD ROCK SCHOOL RENOVATION FUNDRAISING DISCLOSURE** Town Attorney Tim Swanson noted that this item has been addressed, and it was a no-action item.

**APPROVED APPOINTMENTS TO THE MERCHANTS ADVISORY COMMITTEE** Councilman Harvey said six merchants applied to be on this committee, and Councilwoman Ward, representing the council, was the seventh member.

Councilman Harvey made a motion to approve Otter Browning, Manager of Highlands Butchery; Kevin Farris, Owner/Manager of Farris Insurance; Sandy Walker, Owner/Manager of the Doll Shop; Eddie Jolly, Owner/Manager of WSVM Radio Station; Brian Thompson, Owner of 100 Main; Danny Glenn, Co-Owner of Twin Brothers Pizza; Councilwoman Ward, seconded by Councilman Ogle. The vote was unanimous.

**ADDED – APPROVED APPOINTMENT OF INTERIM TOWN MANAGER** Councilman Mears made a motion to appoint, Bo Weichel, Assistant Town Manager/CFO, as Interim Town Manager for the Town of Valdese and as the Town's representative on the Valdese ABC Board, Burke Development Incorporated Board, and Valdese Economic Investment Corporation Board effective August 23, 2024 at 5:01 pm until such time as a permanent Town Manager has been appointed by Council and starts work and that we authorize Mr. Steen and the Mayor to negotiate and execute all documents required to effectuate Mr. Weichel's appointment. Seconded by Councilwoman Lowman. The vote was unanimous.

### **INTERIM MANAGER'S REPORT:**

**AUGUST 5, 2024, MB#32**

Old Colony Players Presents: From This Day Forward, July 12 through August 10, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre

49th Annual Waldensian Festival and Footrace – August 9 & 10, 2024

Family Friday Nights Summer Concert Series Finale is scheduled for Friday, August 30, 2024, at 7:00 p.m.

Town Offices Closed on Monday, September 2, 2024 in Observance of Labor Day

Next Agenda Review Council meeting is scheduled for Wednesday, September 4, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

Next Regular Council meeting scheduled for Monday, September 9, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

**MAYOR AND COUNCIL COMMENTS** No comments

**CLOSED SESSION** Mayor Watts called for a motion to recess into Closed Session for:

- **Closed Session Pursuant to NC General Statute 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee.

At 7:57 p.m., Councilman Harvey made a motion to go into closed session, seconded by Councilwoman Ward. The vote was unanimous.

At 8:07 p.m., Councilwoman Ward made a motion to return to open session, seconded by Councilman Mears. The vote was unanimous.

**ADJOURNMENT:** At 8:08 p.m., there being no further business to come before Council, Councilman Mears made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

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

\_\_\_\_\_  
Mayor

jl

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
AUGUST 26, 2024**

The Town of Valdese Town Council met on Monday, August 26, 2024, at 8:00 a.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

At 8:00 a.m., Councilwoman Ward made a motion to recess into:

**Closed Session Pursuant to NC General Statute 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee, and, **Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged.

Seconded by Councilwoman Lowman. The vote was unanimous.

At 8:49 a.m., Councilman Mears made a motion to return to open session, seconded by Councilwoman Ward. The vote was unanimous.

**PINEBURR AVE PROPERTY REAL ESTATE LISTING AGREEMENT** Councilman Harvey made a motion to authorize the listing agent to change the listing price to \$395,000, seconded by Councilman Mears. The vote was unanimous.

**POOL COVER OPTIONS** Councilman Harvey made a motion to defer this item to the September meeting, seconded by Councilwoman Ward.

Discussion: Councilman Harvey shared that the Town received the \$500,000 grant, which requires a 20% offset and we have an anonymous contribution pledge of \$100,000, which changes the total cost dynamics. Councilman Harvey noted that this grant provides ADA access to the Recreation Center. Councilwoman Lowman asked how long the permanent structure would last. Parks & Recreation Director David Andersen said that the frame should last a long time, and the covers that go over the frame have a seven-year warranty. Councilwoman Lowman asked how long a new bubble would last. Mr. Andersen said it has a lifespan of roughly ten years and a coating with a 25-year warranty. Mr. Andersen said the last bubble we had lasted 24 years. Councilman Harvey asked what the grant included with ADA. Mr. Andersen said there are three elements in the grant application that would need to be completed. 1. Ramp to the front of the building from the ground. 2. Tennis court ramp. 3. The remaining funds would go towards the structure. Mr. Andersen said there would need to be fire suppression. Fire Chief Truman Walton addressed the regulations. Councilman Harvey noted that the fire suppression cost is about the same as the ADA adjustments that need to be made. Assistant Town Manager Bo Weichel pointed out that they met with the Burke County building inspector to look at every loophole they could, but either way, we would need fire suppression if we choose a permanent structure or a bubble. Councilwoman Lowman would like to know if we would have to add the cost of a fire suppression system for a bubble. Mr. Weichel will double-check with the BC building inspector. Councilman Harvey wants to know what citizens think about a permanent structure versus a bubble. Councilman Mears asked if we had solar blankets for the pool to heat this winter. Mr. Andersen said yes. Councilman Harvey would like to see more data before the September meeting.

The vote was unanimous.

**AUGUST 26, 2024, MB#32**

**STREET RESURFACING** Councilman Harvey made a motion to defer this to the September meeting, seconded by Councilwoman Lowman. The vote was unanimous.

**ADJOURNMENT:** At 9:15 a.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Harvey. The vote was unanimous.

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Town Clerk

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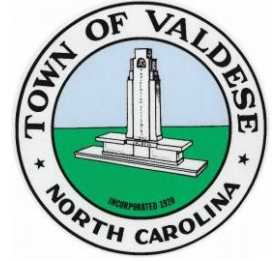
Mayor

jl



State of North Carolina – County of Burke

# Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this First day of November, 2024, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and Tranquility Day Spa hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

## ARTICLE 1.00

### Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) 35 as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the First day of November 2024 and extending to the 31st day of October, 2025; provided, however, because the Lessee may be required to move to a new facility during the one-year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one-year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$368.00. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.

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1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personality located on the premises.

1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

## **ARTICLE 2.00 Use of Premises**

### **2.01 CHARACTER OF USE:**

2.01.1 The premises shall be used by the Lessee for an Office Space and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.

2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

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

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

## ARTICLE 3.00

### Condition of Premises

- 3.01 ACCEPTANCE OF PREMISES:** Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.
- 3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.
- In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.
- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

## ARTICLE 4.00

### Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and

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liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

**4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim (including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

## **ARTICLE 5.00**

### **Termination, Default, Remedies**

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.



**ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

**ARTICLE 6.00**

**Destruction of Taking of Premises**

**6.01 DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee’s continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee’s continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

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

**ARTICLE 7.00**

**Additional Provisions**

**7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.

**7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

**ARTICLE 8.00 Special Provisions**

**8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any

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loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

## **ARTICLE 9.00 Interpretation, Execution**

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

X \_\_\_\_\_  
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X \_\_\_\_\_

Lessor

Lessee

*Bo Weichel, Town of Valdese (Interim Town Manager)*

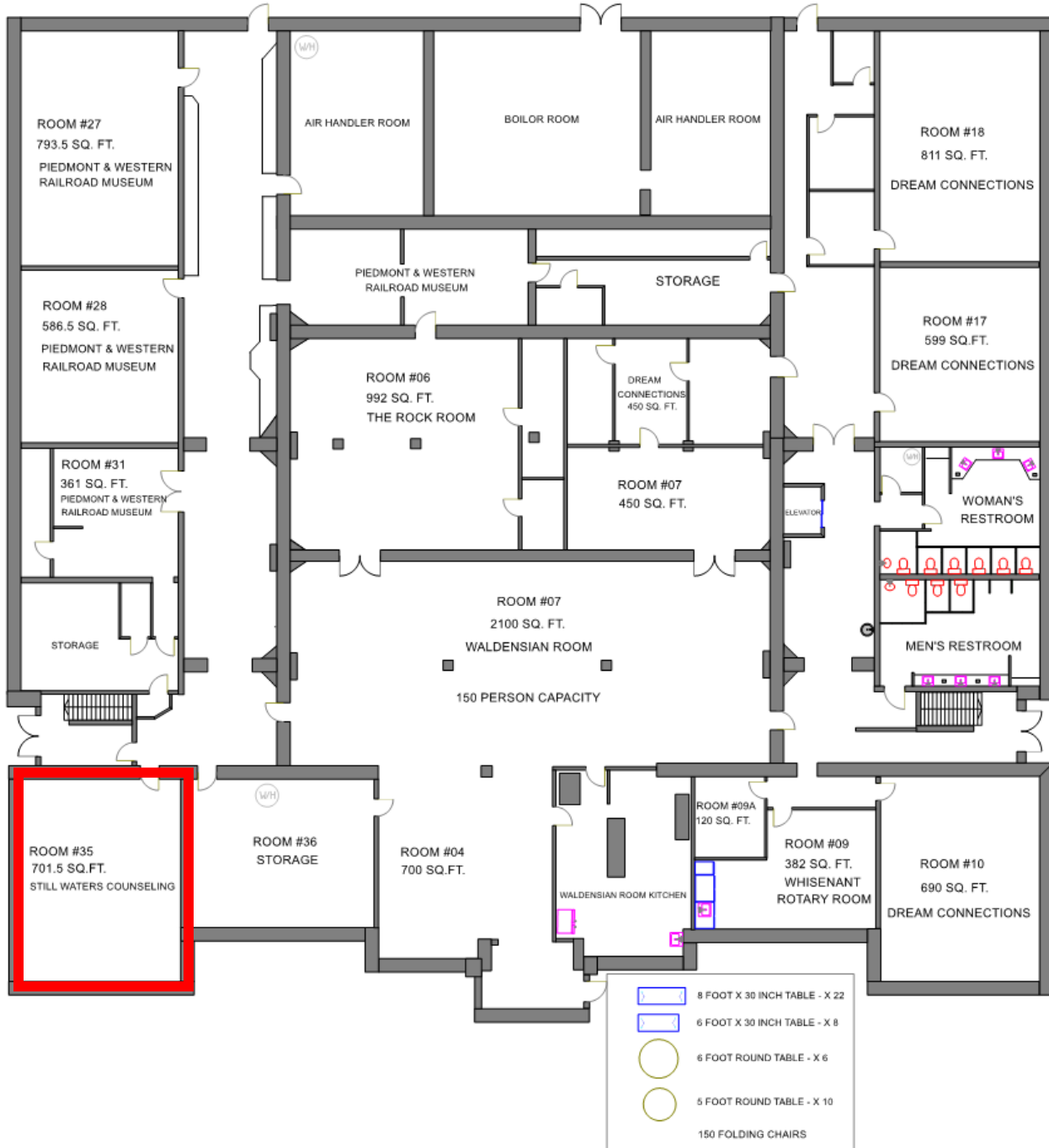
*Tammy Benfield, Owner, Tranquility Day Spa*

X \_\_\_\_\_

X \_\_\_\_\_

Witness (Attest)

Witness





State of North Carolina – County of Burke



# Town of Valdese Lease Agreement

THIS AGREEMENT, made and entered into this **First** day of **October 2024** by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **P&W Railroad Club** hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

## ARTICLE 1.00

### Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) **23, 26, 30, 27, 28, & Workshop** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **October 2024** and extending to the **30<sup>th</sup>** day of **September 2025**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$230.00**. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.

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1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

## **ARTICLE 2.00**

### **Use of Premises**

#### **2.01 CHARACTER OF USE:**

2.01.1 The premises shall be used by the Lessee for a **Railroad Museum** and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.

2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

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

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

## **ARTICLE 3.00**

### **Condition of Premises**

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

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**3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.

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

**3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.

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## **ARTICLE 4.00**

### **Insurance, Liability of Parties**

**4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.

**4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.

**4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

**4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim

71 of 102  
(including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

## **ARTICLE 5.00**

### **Termination, Default, Remedies**

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

## **ARTICLE 6.00**

### **Destruction of Taking of Premises**

**6.01** <sup>73 of 102</sup> **DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

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

## **ARTICLE 7.00**

### **Additional Provisions**

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
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### **Special Provisions**

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

## **ARTICLE 9.00**

### **Interpretation, Execution**



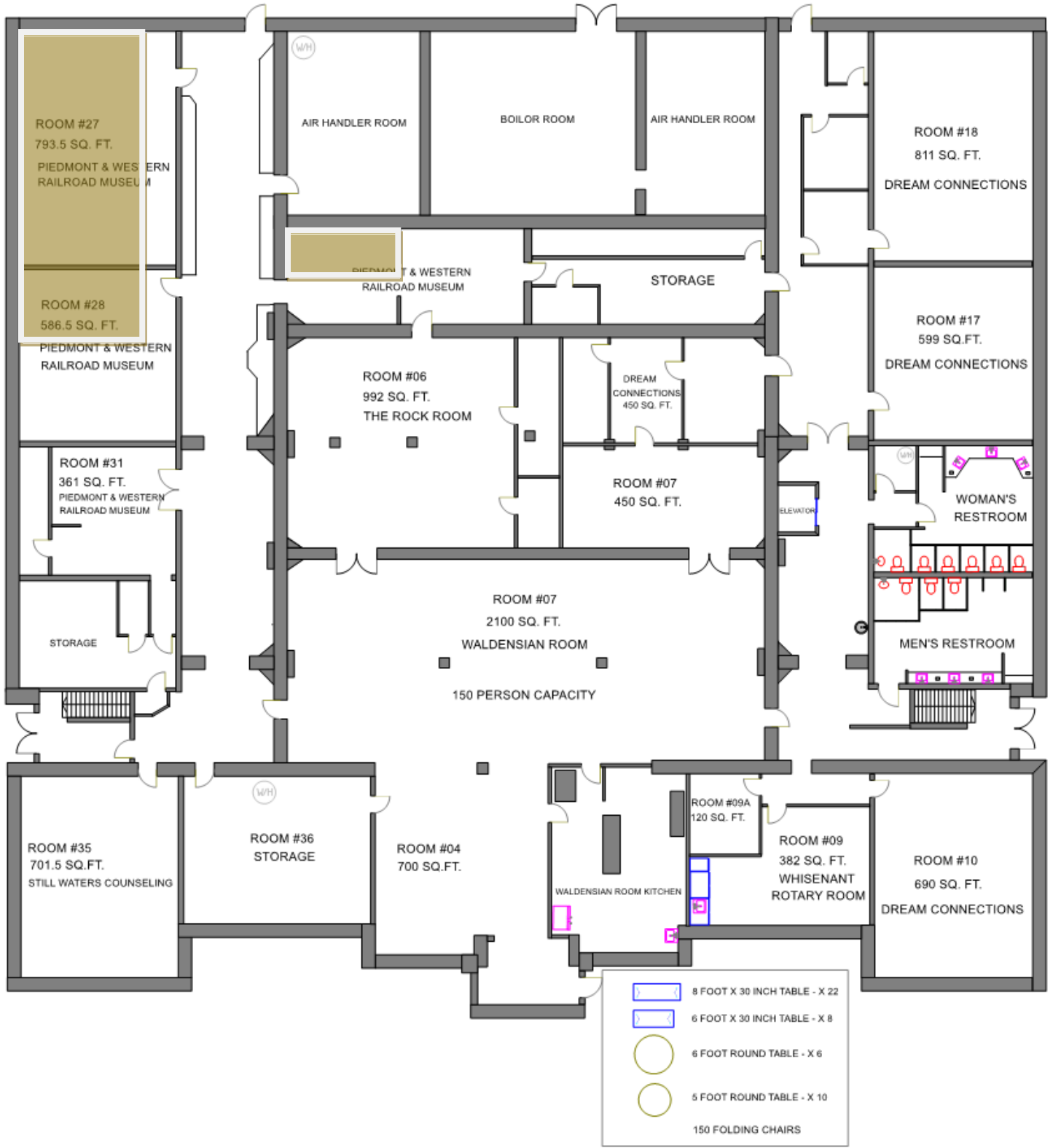
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- 9.02 MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
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- 9.04 CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
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- 9.07 MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term "Lessee" will include each such party, jointly and severally.
- 9.08 QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X \_\_\_\_\_  
 Town of Valdese  
 Bo Weichel, Interim Town Manager  
 Lessor

X \_\_\_\_\_  
 P&W RR Museum Representative  
 Lessee

X \_\_\_\_\_  
 Witness (Attest)

X \_\_\_\_\_  
 Witness



**RESOLUTION AUTHORIZING SALE OF REAL PROPERTY**

*Sale of 0.46 +/- Acre Tract at 342 Tron Ave NW, Valdese, NC (REID: 41732)*

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 342 Tron Ave NW, Valdese, North Carolina, PIN: 2733874604, REID: 41732; and

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

WHEREAS, on or about July 12, 2024, the Town received an offer to purchase the Property from Timothy Norman/T.L. Norman Land Company, LLC (hereinafter collectively, “Norman”) for \$10,000.00; and

WHEREAS, Norman has deposited five percent (5%) of its bid with the town clerk; and

WHEREAS, at its \_\_\_\_\_, 2024 regular meeting, Town Council adopted a Resolution Authorizing Upset Bid Process authorizing the sale of the Property through the upset bid procedure of North Carolina General Statute § 160A-269; and

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

WHEREAS, the offer of Norman for \$10,000.00 is the last and highest bid for the Property; and

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

WHEREAS, Norman will be responsible for all legal fees associated with preparing the closing documents and all closing costs necessary to transfer ownership from the Town to Norman.

IT IS THEREFORE RESOLVED that, pursuant to N.C.G.S. § 160A-269, the sale of the Property to Norman for the purchase price of \$10,000.00 is approved and the Town Manager is hereby authorized and directed to deliver to Norman a special warranty deed for the Property upon receipt of the purchase price, subject to the following terms and conditions: that the Property shall be sold “as is” and subject to all existing easements; that the Town shall reserve easements for all Town utility lines located on or under the property, if any; that Norman pay all legal fees associated with preparation of the closing documents and all closing costs necessary to transfer ownership from the Town to Norman.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

\_\_\_\_\_  
Jessica Lail, Town Clerk

**RESOLUTION AUTHORIZING SALE OF REAL PROPERTY**

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WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 338 Tron Ave NW, Valdese, North Carolina, PIN: 2733875604, REID: 41733; and

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THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

\_\_\_\_\_  
Jessica Lail, Town Clerk

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Bo Weichel, Assistant Town Manager  
**Date:** September 3rd, 2024  
**Re:** Resolution to accept grant offer

**REQUEST**

Approve the grant funding offer from NCDEQ – Division of Water Infrastructure for the Water Plant Upgrades project.

**BACKGROUND**

The town was notified by the Division of Water Infrastructure (DWI) of \$7,000,000 (less a 1.5% DWI admin fee) that would be funded under Session Law 2023-134 Appropriations Act Directed Project. This direct appropriation from State funds is for upgrades to the Valdese Water Plant in preparation of increasing the daily output of clean water production into the City of Lenoir’s water system.

**ANALYSIS**

DWI has sent the Town an Offer and Acceptance letter for the grant funds. Since this is a State Directed grant, there is no loan or repayment of funds.

The next step in this process is a resolution adopted by the governing board accepting the funding offer.

Funding offer is attached along with the resolution.

**BUDGET ANALYSIS:**

***Budgetary Action***

Is a Budget Amendment required?

Yes

No

RESOLUTION BY VALDESE, TOWN COUNCIL

WHEREAS, the Town of Valdese has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$6,895,000 to perform work detailed in the submitted application, and

WHEREAS, the Town of Valdese intends to perform said project in accordance with the agreed scope of work,

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

That the Town of Valdese does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$6,895,000.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Mr. Charles Watts, Valdese Mayor, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted the 9<sup>th</sup> day of September 2024.

---

Charles Watts, Mayor

---

Jessica Lail, Town Clerk



**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

**Project Number(s):** SRP-D-134-0038

Town of Valdese  
PO Box 339  
Valdese, NC 28690

**Assistance Listing Number:** N/A  
**Unique Entity ID Number:** V67AJH87ABS5

**Funding Program**

	<input type="checkbox"/>	<b>Additional Amount for Funding Increases</b>	<b>Previous Total</b>	<b>Total Offered</b>
<b>Drinking Water</b>	<input checked="" type="checkbox"/>			
<b>Stormwater</b>	<input type="checkbox"/>			
<b>Wastewater</b>	<input type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)*	<input checked="" type="checkbox"/>			\$6,895,000
American Rescue Plan Act - <i>Choose an item.</i>	<input type="checkbox"/>			

**Project Description:**

Water Treatment Plant Upgrades

<b>Total Financial Assistance Offer:</b>	<b>\$6,895,000</b>
<b>Total Project Cost:</b>	\$7,000,000
<b>Estimated Closing Fee**:</b>	\$ 0
<i>For Loans</i>	
<b>Interest Rate:</b>	-- Per Annum
<b>Maximum Loan Term:</b>	-- Years

\* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.

\*\* Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document. signed on behalf of:

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**

DocuSigned by:

*Kavitha ambikadevi*

7/29/2024

754F0455F457405...  
Signature

.....  
Date

On Behalf of:

Town of Valdese

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

.....  
Signature

.....  
Date

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF VALDESE AMENDING THE RESIDENCE QUALIFICATIONS PROVISION OF THE TOWN OF VALDESE CODE OF ORDINANCES**

WHEREAS, Town Council has determined that it is necessary and will serve the public interest to amend the residence qualifications provision of the Town of Valdese Code of Ordinances.

NOW, THEREFORE, BE IT HEREBY ORDAINED, BY TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, THAT:

1. Section 2-2003 of the Town of Valdese Code of Ordinances shall be amended to read as follows:

**Section 2-2003 Residence qualifications of manager.**

At the time of the town manager’s appointment, the manager need not be a resident of the town or the State. During the manager’s tenure of office, the manager shall reside within the town; provided, however, after a town manager has been appointed, the town council in its discretion may waive this residency requirement upon such terms and conditions as the town council may determine.

2. This Ordinance shall become effective upon adoption.

ORDAINED BY Town Council for the Town of Valdese, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

\_\_\_\_\_  
Jessica Lail, Town Clerk

**TO:** Valdese Town Council

**FROM:** Larry Johnson, Planning Director

**DATE:** September 5, 2024

**SUBJECT:** Rezoning Application 3-7-24  
Town of Valdese

**Requested Action:** Rezone forty-four parcels from the current designations of O-I Office Institutional District and R-12A Residential District to B-1 Central Business District

**BACKGROUND:** The Town of Valdese adopted the Valdese Vision: A Land Use Action Plan in January 2014. This development plan was created to establish a vision for the Town's future, help ensure that planning is done in a manner that best serves the public interest, be an adopted policy document that can help guide appointed and elected officials in matters related to the Town's physical growth and development and help constitute the legal basis for the Town's land use decision-making process.

The action matrix of the Valdese Vision identifies action/policy, types of action, responsibility, resource allocation, time, and prioritization. The Downtown/Commercial Development section of the Valdese Vision Land Use Plan prioritizes rezoning properties in the downtown area to promote the expansion of the Central Business District.

**Property Location:** Forty-four Parcels between Janavel Avenue South, Praley Street Southwest, and Laurel Street Southeast, north of railroad tracks.

**CRITERIA TO CONSIDER:**

- a. **Surrounding land uses:** The uses to the north are parking, residential, sales, services, church, and business office-type. The use to the South is railroad right of way. To the West, the use is manufacturing. The

uses to the East are dental, residential, club/lodge, residential, and recreational.

- b. **Existing land uses:** The primary uses of the properties are currently residential with business-office type (insurance), governmental (town hall, post office, library), community center, church, and museum,

*The proposed map amendment would not be detrimental to the owners, adjacent neighbors, and surrounding community as it meets a number of goals identified in the Plan. All existing land uses are allowed in the B-1 Central Business District.*

- c. **Traffic:** No traffic study was conducted. *No traffic volume increase is anticipated from rezoning the forty-four parcels to O-I Office Institutional and R-12A Residential to B-1 Central Business District.*

- d. **Public Services:** Public services include public water, sewers, police, and fire protection. *The proposed amendment (zoning map) will not cause public services to fall below acceptable levels. Public services are in place to serve the parcels. These include public water, sewer infrastructure, and police and fire protection.*

- e. **Consistency with the Valdese Vision: A Land Use Action Plan for the Future:** *The area is classified as commercial by the land use plan adopted by the Valdese Town Council. Therefore, this rezoning petition is consistent with The Valdese Vision: Land Use Action Plan.*

- f. **“Spot” Zoning:** The total acreage of the forty-four Properties (approximately 31.2 acres) is sufficient not to be construed as “spot” zoning

After reviewing the criteria, the Valdese Planning Board found Rezoning Petition 3-7-24 **reasonable and consistent** with the Valdese Vision: A Land Use Action Plan for the Future. In so finding, the Board provides the following recommendation:

1. The Valdese Town Council approves Map Amendment 3-7-24
2. Adopts a Consistency and Reasonableness Statement under North Carolina General Statute 160D-605(a)(b) affirming that the rezoning is reasonable and consistent with the Valdese Vision: A Land Use Action Plan for the Future.

***Please note that any decision regarding an amendment shall be per North Carolina General Statute 160D-605, (a) and (b).***

In part, the North Carolina General Statute 160D (a) states, “When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan... the governing board was aware of and considered the Planning Board's recommendations and any relevant portions of an adopted comprehensive or land-use plan.”

160D (b) in part states, “When adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board. This statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community...the development would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

## **PUBLIC NOTICE**

The following steps were taken in advance of the public hearing on Rezoning Petition 2-6-24:

- a. adjoining property owners will receive first-class mail notifications.
- b. The Town Clerk advertised the public hearing in the local paper.
- c. Staff placed Rezoning Public Hearing signs where appropriate in the rezoning area.
- d. Received several comments from the public

# LOCATION MAP







# TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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



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

On September 9, 2024, the Valdeese Town Council met to consider Rezoning Petition 3-7-24, which was unanimously approved and recommended by the Valdeese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdeese adopted a comprehensive land use plan entitled “The Valdeese Vision: A Land Use Action Plan for the Future” (hereinafter the “Plan”).
2. The Town of Valdeese submitted a Rezoning Petition recommended by the Town of Valdeese Planning Board requesting to rezone the following forty-four properties from O-I Office Institutional District and R-12 Residential District to B-1 Central Business District and further identified by parcel ID numbers: (the 2743047663, 2743047555, 2743046597, 2743045720, 2743047309, 2743045473, 2743044447, 2743045213, 2743042533, 2743040549, 2743043726, 2743042709, 2743040873, 2733954061, 2733953150, 2733953056, 2733950133, 2733859117, 2733857270, 2733848934, 2733941869, 2733941831, 2733942749, 2733943732, 2733943873, 2733847746, 2733849730, 2733942612, 2733945797, 2733945668, 2733946770, 2733947648, 2733948635, 2733945523, 2733946449, 2733947475, 2733949456, 2733949430, 2733949324, 2743040313, 2743040431, 2743041410, 2743040381, 2743042302 “Properties”)
3. The Plan seeks to encourage commercial development and recruit and establish more basic and family-oriented businesses to attract more residents and shoppers to downtown.
4. The primary uses of the Properties are currently residential with business-office type (insurance), governmental (town hall, post office, library), community center, church, and museum, all of which are allowed in the B-1 Central Business District.
5. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

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

Planning Board's recommendations and any relevant portions of an adopted comprehensive or land-use plan. If a zoning map amendment is adopted and the action was deemed inconsistent with the adopted plan, the zoning amendment has the effect of also amending any future land-use map in the approved plan, and no additional request or application for a plan amendment is required. A plan amendment and a zoning amendment may be considered concurrently.

6. The request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the request to amend the Town's Zoning Map around the Properties from their designated zoning of O-I Office Institutional and R-12A Residential to B-1 Central Business District *consistent* with the Plan.
7. The Planning Board, at their August 19, 2024 meeting, voted unanimously to recommend that the Town Council amend the Town's Zoning Map regarding the Properties from O-I Office Institutional District and R-12A Residential District to B-1 Central Business District.
8. The Valdese Town Council hereby finds Rezoning Petition 3-7-24 regarding rezoning the Properties from O-I Office Institutional District and R-12A Residential District to B-1 Central Business District to be *consistent* with the Plan.
9. North Carolina General Statute 160D-605(b) provides, in pertinent part, as follows:

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

10. The Town Council finds that the zoning amendment is reasonable and in the public interest based on the following:
  - a. The total acreage of the Properties is sufficient not to be construed as "spot" zoning.



- b. The Plan seeks to encourage commercial development and recruit and establish more basic and family oriented businesses to attract more residents and shoppers to downtown.
- c. The purpose of the B-1 Central Business District is to accommodate and encourage further expansion and renewal in the historic/business core of the Town of Valdese. A variety of business, retail, professional, financial, cultural, and other related services are encouraged to provide the mix of activities necessary to shoppers.
- d. The surrounding zoning designations are M-1 Manufacturing, B-1 Central Business, and O-I Office Institutional. The uses to the north are retail, sales, services, church, parking, and business office-type. The use to the South is railroad right of way. To the West, the use is manufacturing. The uses to the East are dental, residential, club/lodge, residential, and recreational. The proposed map amendment would not be detrimental to the owners, adjacent neighbors, and surrounding community as it meets a number of goals identified in the Plan.
- e. To the extent the proposed zoning may detrimentally affect properties in the general vicinity of the Properties, both the former zoning designation and proposed zoning designation permit the existing zoning uses.
- f. The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the parcels. These include public water, sewer infrastructure, and police and fire protection.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 3-7-24 in regards to rezoning the Properties from their currently designated zoning to B-1 Central Business District to be *consistent* with the Plan and approves Rezoning Petition 3-7-24 and the recommendation from the Valdese Planning Board to amend the Town’s Zoning Map regarding the Properties from O-I Office Institutional District and R-12A Residential District to B-1 Central Business District.

Based on those above and the findings from the public hearing, the Valdese Town Council further finds Rezoning Petition 3-7-24 reasonable and approves Rezoning Petition 3-7-24.

Read, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)

**Rezoning Amendment 3-7-24**  
 Recommended by the  
 Valdese Planning Board

**TOWN DEVELOPMENT ACTION PLAN**

Responsibility: Council, Neighborhood - H; Public Works - PW; Planning and Zoning - PZ; Parks and Recreation - PR; Public Works - PW; Public Safety - PS; Town Council - TC  
 Priority: Critical - C; High - H; Medium - M; Low - L  
 Timeframe: Immediate - I; Short-Term - ST; Long-Term - LT  
 Type of Action: Regulation - R; Policy - P; Study - S; Other - O

Priority #	Type Area and Action Item	Priority	Timeframe	Type of Action	Responsibility	Funding Requested
1-1	Implementation/Environmental Development (ED)					
CD 1.1	Continued an inventory of the town's existing and planned uses in downtown commercial districts.	High	Immediate	Regulation	PZ	0
CD 1.2	Review the existing land use of downtown commercial districts and the existing zoning districts to determine if they are appropriate for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.3	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.4	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.5	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.6	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.7	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.8	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.9	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.10	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.11	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.12	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0
CD 1.13	Develop a downtown commercial district (CD) zoning ordinance to provide for the town's economic development goals.	High	Immediate	Regulation	PZ	0

**CD.1.13** Rezone properties in the downtown area to promote the expansion of the Central Business District into several blocks **and** create a new Zoning District. (Priority-High, Timeframe-Immediate, Responsibility-PB/PZ/TC)

**Commercial Districts Expansion**

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

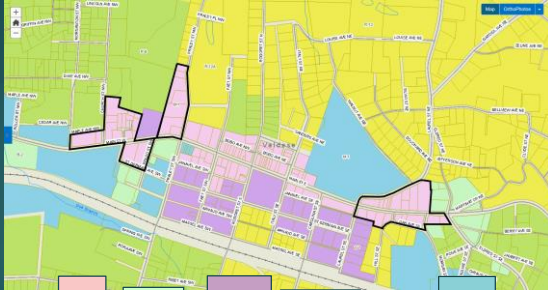
*Planning priority in The Valdese Vision: Land Use Action Plan adopted in 2014*

**Boundary and Zoning District Designations**



Legend for zoning districts:  
 B-1 (pink), B-2 (light green), O-1 (purple), R-12 (yellow), R-8 (green), M-1 (blue)

### B-1 Central Business to B-2 General Business



B-1 B-2 O-1 R-12 R-8 M-1

### Expanded B-1 Business District



B-1 B-2 O-1 R-12 R-8 M-1

### Downtown Business Corridor

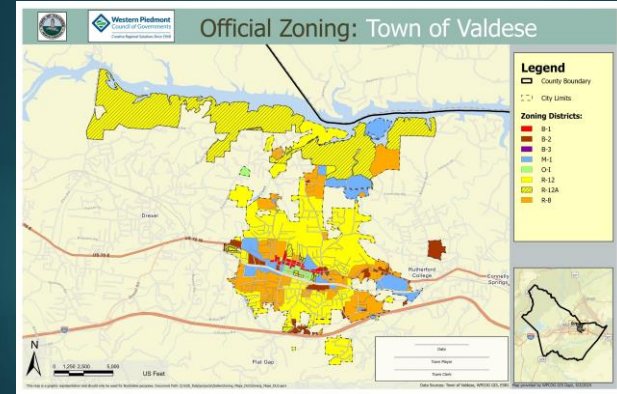


B-1 B-2 O-1 R-12 R-8 M-1

### Review of Rezoning Map Amendment

3-7-24

**Requested Action:** Rezone forty-four parcels from the current zoning designations of O-I Office Institutional (28) and R-12A Residential (16) to B-1 Central Business District

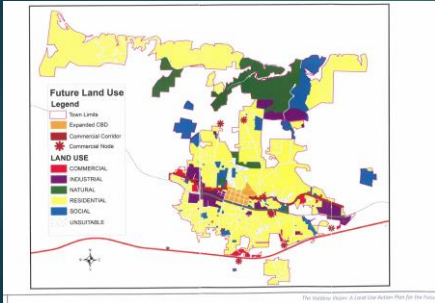


**B-1 Central Business District**

The purpose of the B-1 Central Business is to accommodate and encourage further expansion and renewal in the historic/business core of the Town of Valdese. A variety of business, retail, professional, financial, cultural, and other related services are encouraged to provide the mix of activities necessary for shoppers.



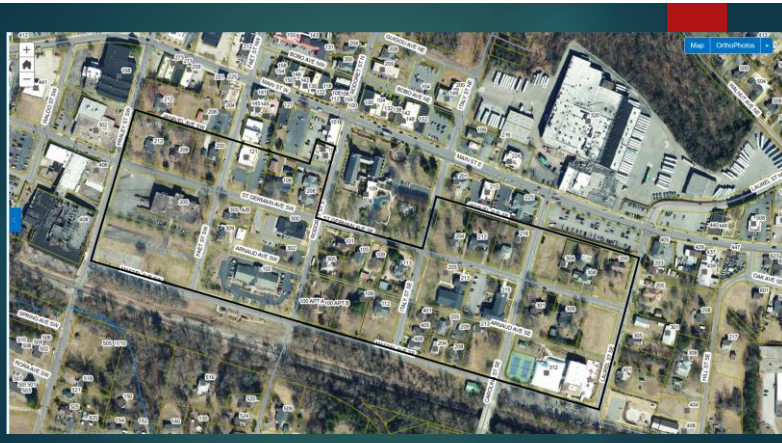
# The Future Land Use Map



Adopted in 2014 by Valdese Town Council, the land use map is a generalized map of where Valdese may develop in the future and the likely and desired land use type. *The Land Use Map serves as a guide for future development over the next 10 to 20 years.*

## REVIEW CRITERIA (1-5):

1. **Existing Land Uses** of the forty-four parcels are primarily single-family homes, with approximately 9 parcels comprised of a business-office type (insurance, administrative), governmental (town hall, post office, library), community center, church, and museum, all of which are allowed in the B-1 Central Business.





**1a. Neighboring Land Uses** of the forty-four parcels are M-1 Manufacturing, B-1 Central Business, and O-I Office Institutional.

The uses to the north are retail, sales, services, church, and business office-type. The use to the South is railroad right of way. To the West, the use is manufacturing. The uses to the East are dental, residential, club/lodge, residential, and recreational.



WEST



NORTH



NORTH



EAST



## SOUTH



The rezoning of the forty-four parcels to B-1 Central Business District **will not** detrimentally affect the neighboring properties.

## Review Criteria Cont.

**2. Traffic** - No traffic study was conducted

*(No traffic volume increase is anticipated from rezoning these forty-four parcels to B-1 Central Business District.)*

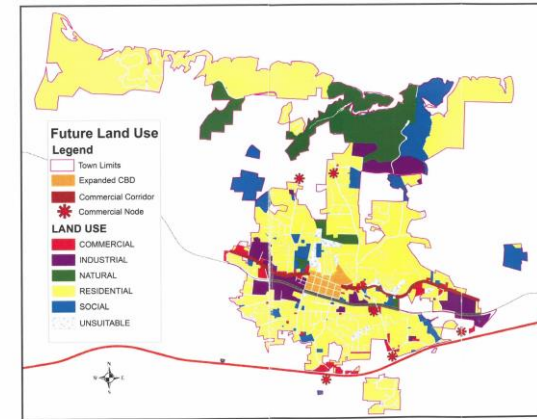
**3. Public Services** include public water and sewer infrastructure, police, and fire protection.

*(The proposed amendment (zoning map) will not cause public services to fall below acceptable levels. Public services that are in place and serve the parcels include public water, sewer infrastructure, and police and fire protection.)*



#### 4. Consistency with the Valdese Vision: A Land Use Action Plan for the Future.

*(This area is classified as commercial by the Land Use Plan. Therefore this rezoning petition is **consistent** with The Valdese Vision: Land Use Action Plan.)*



#### The Future Land Use Map

#### 5. "Spot" Zoning.

*(The total acreage of the forty-four Properties (approximately 31.2 acres) is sufficient not to be construed as "spot" zoning.)*

#### Review

1. The Valdese Planning Board recommends a zoning map amendment during the August 2024 meeting to rezone forty-four parcels with zoning designations of O-1 Office Institutional District and R-12A Residential District to B-1 Central Business District.
2. The forty-four parcels are primarily single-family homes, with approximately 9 parcels comprised of business-office type (insurance, administrative), governmental (town hall, post office, library), community center, church, and museum, all of which are allowed in the B-1 Central Business District

## Review

3. No traffic volume increase is anticipated from rezoning these forty-four parcels to B-1 Central Business District.
4. *The proposed zoning map amendment will not cause public services to fall below acceptable levels. Public services are in place to serve the parcels.*

5. The rezoning petition is *consistent* with The Valdese Vision: Land Use Action Plan. The Land Use Action Plan identifies the parcels for commercial development, consistent with the proposed B-1 Central Business designation.
6. The total acreage of the forty-four parcels is sufficient in size not to be construed as "spot" zoning.

North Carolina General Statute 160D-605(a) provides, in part, as follows :

When adopting or rejecting any zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is **consistent or inconsistent** with an adopted comprehensive or land-use plan. The requirement for a plan consistency, the governing board was aware of and considered the Planning Board's recommendations and any relevant portions of an adopted comprehensive or land-use plan.

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

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

## Recommended action

1. The Valdese Planning Board approves Map Amendment 3-7-24
2. Adopts a Consistency and Reasonableness Statement under North Carolina General Statute 160D-605(a)(b) affirming that the rezoning is reasonable and consistent with the Valdese Vision: A Land Use Action Plan for the Future.
3. Recommend Approval of Zoning Map Amendment 3-7-24 by the Valdese Town Council.

QUESTIONS?

Will my homeowners insurance increase?

Homeowners insurance increases are not related to the zoning designation of the property!

Will my property tax increase?

Property taxes or property values are not related to the property's zoning designation! Taxes are associated with the use of the land and not with the zoning.

- 1) Anthony St
- 2) Bellview Ave Ne (Laurel to Walnut Ave)
- 3) Bellview to Clyde
- 4) Berry Ave
- 5) Bonous St NW
- 6) Campbell Ave( bottom of hill past Picou)
- 7) Carter St Ne
- 8) Cline St SW (Bertis St to Hoyle St )
- 9) Club Circle Ne
- 10) Dixie Ave NW
- 11) Eagle Nest Lane NW
- 12) Eldred St NE (Main to Laurel St)
- 13) Flora Lane NE ( Gravel Portion)
- 14) Forest Ave NE
- 15) Forest Dr NE
- 16) Griffin Ave NE
- 17) Harris Ave

- 18) Hickory Ave NW
- 19) Jaubert Ave SE
- 20) Katherine St SE (Portion next to creek )
- 21) Laurel St NE to Gardiol Ave Ne
- 22) Louise Ave NE (Italy to end)
- 23) Morganton St NW
- 24) Nellie St NW
- 25) Pineburr Ave SW ( Orchard St to Hoyle St
- 26) Pineburr Ave SW (Carolina to Faet St)
- 27) Pineridge St SW
- 28) Tarheel Ave Ne
- 29) Tarvia Ave Ne
- 30) Tron Ave
- 31) Vinay Ave NW
- 32) White St Ne





Prime Contractor	\$ 1,930,356
NCDOT engineering/overhead	135,000
<b>Total</b>	<b>\$ 2,065,356</b>

## How Do We Pay?

- \$500,000 earmarked in current budget
- Leaves ~\$1.5 million remaining:
  - Pay directly from reserves - no commitment of future funds - limits cash flow
  - Borrow from our reserves - pay back over the next 3 budget cycles
  - Finance through USDA for 10 years? = \$191,000 annual payment
  - Finance through commercial lender for 5 years? = \$368,000 annual payment

Next steps: Supplemental Agreement and Reimbursement Agreement with NCDOT

Budget Amendment # 3-10

Subject: Fire Department relocation costs

Description: Costs associated with moving Fire personnel out of the offices in a mobile jobsite trailer that is stationed on site with their equipment. Costs include trailer delivery, rental through June 2025, electrical hookup to code, and IT cabling / network setup.

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.		23,942
	Total	\$0	\$23,942

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5300.450	Contracted Services	23,942	
	Total	\$23,942	\$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.