



**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Monday, June 4, 2018  
6:00 P.M.**

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

**4. Informational Items:**

- A. Communication Notes
- B. Reading Material

**5. Open Forum/Public Comment**

**6. Consent Agenda**

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

- A. Approval of Regular Meeting and Closed Session Minutes of May 7, 2018
- B. Approval of ABC Board Travel Policy
- C. Set Friday, June 25, 2018 as Tax Lien Advertising Date for Real & Personal Property
- D. VEDIC Board of Directors Appointments
- E. Adoption of Local Water Supply Plan
- F. Renewal of Lease Agreement at Old Rock School with Dream Connections
- G. Renewal of Agreement with WPCOG for Assistance in Supporting the Stormwater Partnership

**7. New Business**

- A. Introduction of New Employees
- B. Public Art Installation Request from Public Art Commission
- C. Public Safety Building
- D. Offer to Purchase Contract for 225 Main Street E, Valdese
- E. Ordinance Setting Speed Limit for Hoyle Street
- F. Adoption of Animal Control Ordinance
- G. Award of Bid for Valve Replacement Project
- H. Presentation of FY 2018-2019 Proposed Budget and scheduling of Public Hearing for Monday, June 25, 2018
- I. Budget Amendments

**8. Mayor and Council Comments**

**9. Manager's Report**

- A. AWOP Award
- B. Fall Citizens Academy scheduled to begin Tuesday, September 11, 2018, 6 p.m.
- C. Next Regular Council meeting scheduled for Monday, June 25, 2018, 6 p.m.
- D. Independence Day Celebration, Friday, June 29, 2018, 7 p.m.

**10. Closed Session Pursuant to NC General Statute 143-318.11 (a) (5)** To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

**11. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Black  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** May 30, 2018

**Subject:** Monday, June 4, 2018 Council Meeting

6. Consent Agenda:

**A. Approval of Regular Meeting and Closed Session Minutes of May 7, 2018**

**B. Approval of ABC Board Travel Policy**

Enclosed in the agenda packet is the Valdese ABC Board Travel Policy for FY 18-19. It is required that the appointing authority annually approve the policy as the Valdese ABC Board does not use the state's ABC travel policy. After approval, the Clerk will certify the minutes and Ms. Caruso will submit the approved policy to the ABC Commission in Raleigh.

**C. Set Friday, June 25, 2018 as Tax Lien Advertising Date for Real & Personal Property**

Tax Collector Apryl Hardin requests that the aforementioned date be set as tax lien advertising date for real and personal property.

**D. VEDIC Board of Directors Appointments**

The VEDIC Board of Directors recommends the reappointment of Christian Ramazzini (second term), and Eddie McGlimsey (fourth term) and appointment of Thomas Winfield (first term) to the VEDIC Board. The three-year-terms will expire July 1, 2021.

**E. Adoption of Local Water Supply Plan**

Enclosed in the agenda packet is the 2018 Local Water Supply Plan and a resolution approving its adoption. NC General Statute 143-355 (1) requires that each unit of government that provides public water services, or plans to provide public water services, shall prepare and submit a Local Water Supply Plan. The Town of Valdese plan has been submitted and approved with NC Department of Environment Quality.

**F. Renewal of Lease Agreement at Old Rock School with Dream Connections**

Enclosed in the agenda packet is a lease agreement with Dream Connections for rental space at the Old Rock School, in the amount of \$970 per month.

**G. Renewal of Agreement with WPCOG for Assistance in Supporting the Stormwater Partnership**

Enclosed in the agenda packet is an agreement with WPCOG for assistance in supporting the Western Piedmont Stormwater Partnership, in the amount of \$2,111. This partnership fee is the same as the previous two fiscal years.

## 7. New Business

### A. Introduction of New Employees

Police Chief Jack Moss will introduce William Brian Smith, police officer; Public Works Director Bryan Duckworth will introduce J Jackson Shonewolf, meter technician; and Parks and Recreation Director Doug Knight will introduce David Andersen, aquatic and fitness supervisor.

### B. Public Art Installation Request from Public Art Commission

Enclosed in the agenda packet is a memo from Community Affairs Director Morrissa Angi, on behalf of the Public Art Commission. The Commission is requesting approval to expand the commemorative art project to now feature a meandering boardwalk that will lead up to a 9'x16' depot style gazebo. Funding for this project will be secured from private donors.

**Requested Action:** Staff recommends that Council approve the request from the Public Art Commission, as presented.

### C. Public Safety Building

Enclosed in the agenda packet is a memo from Fire Chief Charlie Watts. Chief Watts recently learned that the extreme cold temperatures in January had a detrimental effect on the structural soundness of the current public safety building. Chief Watts contacted a structural engineer, C. Michael Alberto, III, and requested an inspection; he will be at the meeting to discuss his findings. Chief Watts also contacted Stewart-Cooper-Newell Architects. An agreement for design services and a feasibility study for relocating the police and fire departments is also enclosed in the agenda packet. The cost for the feasibility study is \$17,500. Representatives from SCN Architects will be at the meeting to discuss the proposed feasibility study.

**Requested Action:** Staff requests that Council approve, and authorize Town Manager Seth Eckard to sign, the agreement with Stewart-Cooper-Newell Architects in the amount of \$17,500.

### D. Offer to Purchase Contract for 225 Main Street E, Valdese

Enclosed in the agenda packet is an offer to purchase contract with BB&T, for the recently closed branch at 225 Main Street E, Valdese. BB&T is willing to sell the building to the Town of Valdese for \$400,000. As part of the agreement, \$20,000 earnest money will be deposited into an escrow account to be applied to the purchase price or returned to the Town as detailed in the contract. If approved, the contract will be signed on June 11, 2018 providing as much time as possible within the 60 day study period to complete the feasibility study with SCN Architects and present a formal request for approval to Council at the August 6, 2018 Council meeting.

**Requested Action:** Staff requests that Council authorize Town Manager Seth Eckard to sign the purchase contract and deposit \$20,000 earnest money into an escrow account.

#### **E. Ordinance Setting Speed Limit for Hoyle Street**

Enclosed in the agenda packet is a memo from Police Chief Jack Moss and an ordinance setting the speed limit for Hoyle Street at 25 mph, for north and south bound traffic. Chief Moss was recently informed that a newly placed speed limit sign was posted on Hoyle Street, identifying the north bound lane as a 35 mph zone; the left bound lane is posted at 25 mph. Chief Moss requested that NCDOT change the sign as the actual speed limit is 25 mph for both directions. The state is requesting Council approval of the enclosed ordinance before making these changes.

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

#### **F. Adoption of Animal Control Ordinance**

Enclosed in the agenda packet is the final Animal Control Ordinance. The draft of this ordinance was presented at the May 7, 2018 Council meeting. Public Works Director Bryan Duckworth will present this ordinance to Council and will discuss any revisions that were made.

**Requested Action:** Staff requests that Council approve the animal control ordinance, as presented.

#### **G. Award of Bid for Valve Replacement Project**

Enclosed in the agenda packet is a memo and a bid tabulation prepared by McGill Associates for the Valve Replacement Project. Of the four solicited bidders, Iron Mountain Construction Company was the only company to submit a bid, in the amount of \$63,459.00.

**Requested Action:** Staff recommends that Council award the bid to Iron Mountain Construction Company, in the amount of \$63,459.00.

#### **H. Presentation of FY 2018-2019 Proposed Budget and Scheduling of Public Hearing for Monday, June 25, 2018**

Town Manager Seth Eckard will present the FY 2018-2019 Proposed Budget to Council.

**Requested Action:** Staff requests that Council set the Public Hearing date for Monday, June 25, 2018, 6:00 p.m., Valdese Town Hall.

#### **I. Budget Amendments**

Enclosed in the agenda packet are two budget amendments prepared by Finance Director Jerry LaMaster; he will be at the meeting to present the amendments.

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

# READING MATERIAL

Office of the Mayor  
Town of Valdese  
North Carolina

# Resolution

**RESOLUTION FOR DISTINGUISHED SERVICE  
PRESENTED TO**

**VICKIE MCGUIRE HYDE**

**WHEREAS**, she successfully oversaw the production of 47 programs including 9 full scale musicals; and

**WHEREAS**, Old Colony Players produced eleven prosperous seasons of the historic outdoor drama "From This Day Forward" under her management; and

**WHEREAS**, she scoured the local region for the most inexpensive can of Coke in effort to make the most profit off each can sold at the Old Colony Players concession stand; and

**WHEREAS**, Old Colony Players had every detail attended to whether it be the color of a button on the lead actor's costume or the color of the annuals planted in the hanging flower baskets at the amphitheater. Her attention to detail proudly gave her the nickname "Picky Vickie"; and

**WHEREAS**, Old Colony Players greatly benefited from her continued devotion to community theatre for over 12 years; and

**NOW, THEREFORE, BE IT RESOLVED** that I, John F. "Chip" Black, Jr., by the authority vested in me as mayor of Valdese, North Carolina, and on behalf of the entire Town Council and all of our citizens, recognize, by this resolution, Old Colony Players as a continuing asset to our historic Waldensian heritage and confers upon Vickie McGuire Hyde, the honorary title Distinguished Valdese Citizen;

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Seal of the Town of Valdese to be affixed this 4<sup>th</sup> day of June, 2018.



\_\_\_\_\_  
John F. "Chip" Black, Jr., Mayor

**VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT****April 1st-30th, 2018**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF APRIL, 2018. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	111 HOURS
VEHICLE DUTY	108 HOURS
EQUIPMENT DUTY	43 HOURS
FIRE ADMINISTRATION	177 HOURS
TRAINING ADMINISTRATION	17 HOURS
MEETINGS	15 HOURS
FIRE PREVENTION ADMINISTRATION	80 HOURS
FIRE PREVENTION INSPECTIONS	27 HOURS
<b><u>TYPE / NUMBER OF INSPECTIONS:</u></b>	
ASSEMBLY	5
BUSINESS	0
EDUCATIONAL	0
FACTORY	2
FOSTER HOME	0
MERCANTILE	0
RESIDENTIAL	0
STORAGE	0
<b>TOTAL INSPECTIONS:</b>	<b>7</b>
<b><u>VIOLATIONS NOTED:</u></b>	<b>90</b>
SAFE KIDS ADMIN/CRS INSPECTIONS	8 HOURS
PUBLIC RELATIONS	1 HOURS
HYDRANT MAINTENANCE	4 HOURS
SAFETY ADMINISTRATION	20 HOURS
PHYSICAL TRAINING	24 HOURS
TRAINING	51 HOURS
ON-DUTY EMERGENCY RESPONSES	46 HOURS
OFF-DUTY EMERGENCY RESPONSES	90 HOURS
FIRE/MEDICAL STANDBY	7 HOURS
OFF-DUTY TRAINING	36 HOURS
<b>TOTAL TRAINING MANHOURS:</b> (INCLUDES VOLUNTEER FIREFIGHTERS)	<b>268 HOURS</b>



**FIRE DEPARTMENT EMERGENCY RESPONSES:****FIRE:**

ALARM	8
GAS ODOR/LEAK	0
SMOKE	1
TREE/LINE DOWN	1
CO ALARM	1
MUTUAL AID TO STATION 63	0
LOCK-IN	0
VEHICLE	1
STRUCTURE	<u>1</u>
	<b>13</b>

**MEDICAL:**

ABDOMINAL PAIN	3
ALLERGIC REACTION	3
ANIMAL BITE	1
ASSIST EMS	1
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	4
CHOKING	0
CODE BLUE	1
DIABETIC	0
DOA	1
FAINTING	1
FALL	7
HEADACHE	0
LACERATION/HEMORRAGE	1
MOTOR VEHICLE ACCIDENT	2
OTHER	5
OVERDOSE/INTOXICATED	1
PREGNACY	1
PSYCHIATRIC	2
RESPIRATORY	1
SEIZURE	2
SICK	6
STABBING	0
STROKE	0
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>1</u>
	<b>45</b>

**FIRE AND MEDICAL:****0****TOTAL: 58 RESPONSES**

Respectfully Submitted,

Charles Watts, Chief  
Valdese Fire Department

**TOWN OF VALDESE  
TOWN COUNCIL MEETING  
MAY 7, 2018**

The Town of Valdese Town Council met on Monday, May 7, 2018, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor Pro Tem Susan Stevenson, Councilman Keith Ogle, Councilwoman Frances Hildebran, and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Town Attorney Marc Mitchell, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: Mayor John F. "Chip" Black, Jr. and Councilman Gary Delp.

A quorum was present.

Mayor Pro Tem Stevenson called the meeting to order at 6:00 p.m. She offered the Invocation and led the Pledge of Allegiance to the Flag.

**TOWN MANAGER ANNOUNCEMENT:** Town Manager Seth Eckard announced, "due to a matter that has come to the forefront since the May 1st Lakeside Park Council Workshop, proposals related to the park project, including financing options are now on hold. Staff must focus on meeting more pressing needs at this time. A new strategy for the park will be looked at during a future budget year. The new budgetary priority will be presented, in detail, at the June 4th Town Council meeting."

**OPEN FORUM/PUBLIC COMMENT:**

**VALDESE LAKESIDE PARK-BROOKE HEAVNER, 207 FOREST DRIVE NE, VALDESE** Mr. Heavner thanked Council for their time and service to the community. Mr. Heavner stated that he had signed up to speak about Valdese Lakeside Park; however, the town manager's announcement changed that but that he would still like to discuss some challenges the town faces. He shared that he is concerned with the amount of lead joint piping in the town of Valdese; stating that it could result in lead issues in our water, while acknowledging that the most recent water survey was good. Mr. Heavner mentioned that at the last meeting, Council was informed that it would take approximately \$1.6 million to replace Main Street water piping that was installed in 1930, stated that the town is applying for grants but those most likely will cover only 25-50% of the project cost, and the project needs to be completed within the next two years. Mr. Heavner expressed concern with the paving of Eldred Street. He mentioned that the street was paved approximately six months ago and "has been dug up no less than four times in different places and that alone is troubling because we have already invested a lot of money in paving but then we are tearing it up." Mr. Heavner expressed concern with Tiger Gym, stating that the floor has a film on it that has not been taken care of so the gym cannot be used. Mr. Heavner provided an analogy to express his thoughts of the current situation: "Everyone has roof leaks, you have to replace your roof. The roof can be pretty expensive, up to \$10,000 even more for a big house. It is like going to get a \$10,000 loan and instead of fixing your roof, you go to Disney World." Mr. Heavner asked Council to think about their constituents when making decisions, encouraging members to visit residents in their districts and ask what is important to them.

**INFRASTRUCTURE, TAXES, ENDOWMENT FUND-BUD LEVAN, 1006 CURVILLE STREET NE, VALDESE** Mr. Levan informed Council that he had a chance to review the Valdese 2018 Action Plan. Mr. Levan stated that he has created a Town of Valdese "Residents Strategic Plan Request." Mr. Levan shared that he would like to create a safe, healthy environment for residents of Valdese and promote new home construction and future development. Mr. Levan believes that replacing aging water lines on Curville Street, and other town roads, with new updated, environmentally safe pipe; installing a city sewer line along Curville Street, and the installation of natural gas lines in this area would help promote new construction. Mr. Levan shared that he would like to see repairs to failing road ways. Mr. Levan requested that the Town provide special consideration to elderly residents by offering a residential property tax exemption for homeowners over the age of 80. Mr. Levan's last goal would be to establish a special source of revenue to the town of Valdese, such as an endowment fund.

**VALDESE PLANNING PROCESS-GLENN HARVEY, 404 LOUISE AVE NE, VALDESE** Mr. Harvey informed Council that he was introduced to strategic planning in 1975. Mr. Harvey believes that strategic planning should start at grassroots and work its way up and should be based on sound data. Mr. Harvey shared that when he came to Valdese about 12 years ago, he learned about the new town hall. He raised questions and shared his concerns; Mayor Hatley informed him that staff needed to move out of the old town hall because it needed repairs and it was cheaper to use grant funds and free money to build a new town hall. Mr. Harvey stated that he understood that the plan for the old town hall was to leave the police and fire departments there until it fell down. Mr. Harvey shared that last year, he met with town management to ask about the master plan for the top of Italy Street where there is a commercial building that is falling down. Mr. Harvey shared that he

recently found the strategic plan for the town; stating that this plan has no indication that there was any survey of residents. Mr. Harvey stated that \$40,000 was spent on the park master plan, but expressed concern as that plan did not start with input from residents either. Mr. Harvey shared that he would like to see the town invest in strategic planning; encouraging Council to “spend some money on it, start with a sound, professionally developed survey of the residents, find out what the residents feel is important and put that in the plan.”

**ITALY STREET PARKING LOT, BUILDING CODES-DAVID WRONKO, 120 DAVIS DR SE, VALDESE** Mr. Wronko informed Council that he would like the Town to adopt a uniform building code to ensure that the character of Main Street is intact, and to dictate what the town will look like. Mr. Wronko stated that he would like to have a way to engage pedestrians, have storefronts come up to the sidewalks, and no gaps between buildings.

**ITALY STREET PARKING LOT-PAULA REYNOLDS, 138 MAIN ST E, VALDESE** Ms. Reynolds informed Council that she wished to provide personal input for consideration with regard to the parking lot, instead of just financial aspects of the matter. Ms. Reynolds stated that she has been a business owner for many years in Valdese, providing health care services to many patients that require the use of handicap parking spaces. Ms. Reynolds shared that she has ten patients that are not able to come into her office because they do not have a safe place to park and/or a safe place for their caregivers to park and deposit them at a location to access the sidewalk by using a ramp. Ms. Reynolds stated that there is no handicap parking in the back, or any other way for patients to enter her office as you must use five steps to access the office from the back. Ms. Reynolds also shared that allowing back entry to her office presents insurance issues. Ms. Reynolds acknowledged that plans are trying to be made with the property owners but begged Council for a resolution. Ms. Reynolds stated, “this is not just a financial thing; patients, customers, and patrons need this parking.”

**BURKE DEVELOPMENT INC (BDI) ANNUAL UPDATE – ALAN WOOD** Mr. Wood provided an update on BDI’s plans for the upcoming year and thanked Council for their support. Mr. Wood shared that 2017 was a great year at BDI; with the announcement of 725 new jobs and approximately \$110 million of new capital investment in Burke County. Mr. Wood shared that all of the companies that have been recently announced are paying wages that are higher than the county’s average. Mr. Wood continued to state that the upcoming year is looking good but one challenge BDI will have is the inventory of available buildings and sites. Valdese has one building that BDI has continuously tried to fill and remain hopeful that something will develop at that site. Mr. Wood shared that recruitment for the industrial park will continue. Mr. Wood informed Council that Work in Burke, an initiative that has been in place for approximately seven months, is focusing on providing students with education through technical schools and community colleges, as the shift in jobs for the foreseeable future requires workers with this type of experience and skill set.

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

**APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF APRIL 2, 2018**

**APPROVED BUDGET WORKSHOP MINUTES OF APRIL 23, 2018**

**APPROVED SPECIAL MEETING MINUTES OF MAY 1, 2018**

**APPROVED THE FOLLOWING REQUESTS TO SELL BEER, WINE AND/OR MALT BEVERAGES AT TOWN EVENTS**

Friends of the Valdese Rec – sell beer in Town parking Lot during the Waldensian Festival on Friday, August 10, 2018, 5:00 p.m.-11:00 p.m. and Saturday, August 11, 2018, 12:00 p.m.-11:00 p.m.

Waldensian Heritage Wines – sell wine in the Town parking lot during the Independence Day Celebration, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m. and the Waldensian Festival, Friday August 10, 2018, 5:00p.m.-11:00 p.m. and Saturday, August 11, 2018, Noon-11:00 p.m.

Waldensian Style Wines - sell wine in the Town parking lot sell beer and malt beverages at the Beer Garden, 101 W Main Street, Wells Fargo Parking Lot during the Independence Day Festival, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m. and the Waldensian Festival, Friday August 10, 2018, 5:00p.m.-11:00 p.m. and Saturday, August 11, 2018, Noon-11:00 p.m.

American Legion Post 234 – sell beer and malt beverages at the Beer Garden, 101 W Main Street, Wells Fargo Parking Lot during the Independence Day Festival, Friday, June 29, 2018, 5:00 p.m.-11:00 p.m.

**APPROVED RENEWAL OF LEASE AGREEMENT AT OLD ROCK SCHOOL WITH STILL WATERS COUNSELING, INC. APPROVED REGULAR MINUTES OF MARCH 5, 2018** Annual Lease Agreement at the Old Rock School with Still Waters Counseling, Inc. in the amount of \$283 per month.

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

### ***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None.

**APPOINTMENT OF TAX COLLECTOR** Deputy Town Clerk Courtney Kennedy administered the oath of office to Apryl Hardin.

**ADOPTION OF TOWN OF VALDESE EMPLOYEE SAFETY HANDBOOK** Fire Chief Charlie Watts informed Council that this handbook will replace the current safety program. A copy of the Town of Valdese Employee Safety Handbook is on file in the clerk's office and at the fire department.

Councilwoman Hildebran made a motion to approve the Town of Valdese Employee Safety Handbook as presented, seconded by Councilman Sweezy. The vote was unanimous.

**REVISED MEMORANDUM OF UNDERSTANDING WITH VALDESE WATER RECYCLING** Attorney Walter Currie informed Council that review of the phase 1 environmental report, the asbestos report and consideration of the utility of the parcel of land south of the railroad tracks were taken into consideration to determine the necessary changes to the Memorandum of Understanding with Valdese Water Recycling. Mr. Currie shared that the parcel of land the town would acquire would not be beneficial for the town and issues with the old tanks may arise. Mr. Currie informed Council that he met with Town Manager Seth Eckard and Water Recycling representatives at which time it was determined that it would make more sense to acquire a title to the private alley and parking area on the parcel. Mr. Currie stated that this resulted in changes to goals as listed in paragraph 3.0, to improve the connectivity of the central business district by the addition of public roads and public parking. Mr. Currie shared that this acquisition would improve access for the town's public safety staff. Mr. Currie informed Council that asbestos was found in the building and will be abated as part of the demolition contract.

Mayor Pro Tem Stevenson asked if the previously established funding amount was sufficient with the discovery of asbestos. Town Manager Seth Eckard assured Ms. Stevenson that the amount of grant funds and funds to match the grant, provided by the developer, will cover the cost of the entire project.

Mr. Currie shared that the next steps will be the conclusion of the second public hearing, approval of the authorizing resolution to submit an application for CDBG funding, and submission of the application. Mr. Currie informed Council that if the town is awarded a grant, Council will decide whether or not to continue with the project. If Council decides to pursue this project, a grant agreement and contract with Valdese Water Recycling will be presented for their approval.

Councilwoman Hildebran expressed concern that a rendering of the building to be constructed, after the demolition, has not been received yet. Mr. Currie stated that Valdese Water Recycling is required to provide definitive plans, in accordance with the Memorandum of Understanding, for Council to review. This item will be forthcoming.

Councilman Sweezy made a motion to approve the revised Memorandum of Understanding with Valdese Water Recycling as presented, seconded by Councilman Ogle. The vote was unanimous.

**CONTINUATION OF SECOND CDBG PUBLIC HEARING-DEMOLITION GRANT TO REMOVE OLD ALBA WALDENSIAN PLANT** Mayor Pro Tem Stevenson reconvened the public hearing that was continued from the April 2, 2018 meeting and asked if anyone from the public would like to speak.

WPCOG Assistant Director Sherry Long said the purpose of the public hearing was to receive input regarding a CDBG-ED grant request to the NC Department of Commerce for the Alba Waldensian building demolition project. CDBG grant funds totaling \$500,000 are available for the demolition of the Alba Waldensian building located at 408 Praley Street, SW. The property is owned by Valdese Water Recycling, LLC, and the company had committed to pay the 25 percent required match for the CDBG project. The 61,739 square foot Alba Waldensian Mill was constructed in 1927, has been vacant for over five years and has exceeded its useful life. The post demolition restriction would require the site not be used for parking, recreation, residential housing (single or multi-unit), or retail.

Brooke Heavner, 207 Forest Drive NE, Valdese, asked if there will be any recycling of the materials, post demolition. Town Manager Seth Eckard indicated that this is something that will be considered when the town secures bids for the demolition.

Elaine Applegate, 408 Bouchard Ave NE, Valdese, requested clarification on the location of the Alba Waldensian building. Mayor Pro Tem Stevenson identified the location. Ms. Applegate asked what the owner's intention was. Town Manager Seth Eckard explained that the current structure would be demolished and a new building will be constructed to serve as the company headquarters with approximately twelve individuals employed at this site.

There being no one else wishing to speak, Mayor Pro Tem Stevenson closed the public hearing.

**AUTHORIZING RESOLUTION TO SUBMIT AN APPLICATION FOR CDBG FUNDING**

**RESOLUTION  
TOWN OF VALDESE  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION ALBA  
WALDENSIAN BUILDING DEMOLITION PROJECT**

**WHEREAS**, the Valdese Town Council has previously indicated its desire to assist in economic development efforts within the Town; and,

**WHEREAS**, the Valdese Town Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Valdese Water Recycling, LLC; and,

**WHEREAS**, the Valdese Town Council wishes the Town to pursue a formal application for Community Development Block Grant funding to benefit Valdese Water Recycling, LLC; and will require the property owner to invest monies totaling 25% of the project costs into the project as committed to in the application.

**WHEREAS**, the Valdese Town Council certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

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

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town of Valdese with The NC Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit Valdese Water Recycling, LLC.

That Seth Eckard, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as The NC Department of Commerce may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the 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 the grants pertaining thereto.

Adopted this the 7th day of May, 2018 at Valdese, North Carolina.

/s/ Susan T. Stevenson, Mayor Pro Tem

ATTEST: /s/ Frances Hildebran, Clerk to the Board

Councilman Ogle made a motion to approve the aforementioned resolution for the CDBG Grant, seconded by Councilman Sweezy. The vote was unanimous.

**CDBG FIRST PUBLIC HEARING** Mayor Pro Tem Stevenson opened the public hearing and asked if anyone wished to speak either for or against this item.

WPCOG Assistant Director Sherry Long shared that each year North Carolina receives approximately \$50 million in Community Development Block Grant (CDBG) funding. Local governments can apply for these funds for various activities that benefit low-to-moderate income persons with severe needs. Public hearings are required to receive public comment before the Town can submit a CDBG application. This first public hearing is to assist the Town in the development of CDBG projects for the coming year. The three programs funded yearly with CDBG funds to North Carolina are Infrastructure and Economic Development and Neighborhood Revitalization. Below is a brief summary of both programs:

**INFRASTRUCTURE (CDBG-IF)** There will be approximately \$25 million available this year from the NC Department of Environmental Quality for this program. The funds can be used for water and wastewater transmission lines or improvements to water and sewer treatment facilities to serve low to moderate-income areas to correct severe health or environmental needs. Maximum grant amount based on the 2017 round of applications will be \$2,000,000 with no required match. Applications anticipated due in September 2018.

**ECONOMIC DEVELOPMENT (CDBG-ED)** The North Carolina Department of Commerce will have approximately \$15 million available in 2017-18 to assist local governments. The funds may be used for the construction of public utilities – road, water, sewer, gas, electric city, etc. (up to \$1 M); demolition of industrial buildings (up to \$500,000); building reuse projects (\$750,000); loans to local governments for shell buildings or industrial park development; and low interest loan funds in tandem with a bank for private industrial investment. For all categories besides the demolition grants and loans for shell building and industrial park development, the industry or business must commit to create or retain permanent full-time jobs. Of the committed job creation, persons with low to moderate income must hold 60% of the jobs and this is based on their prior 12-month household income (below 80% of median). A local match of 25% (which can be paid by the Town or a developer) is required for public facilities and demolition grants. Applications accepted on a continuous basis.

Neighborhood Revitalization (NR) category is now being offered by the Department of Commerce and is designed to provide small cities Community Development Block Grant (CDBG) funds to eligible units of governments. There is \$10M available, statewide and funds can be used for housing, housing related activities, and public facilities that support housing activities for low-to moderate-income persons.

Awards are made on a competitive basis. The maximum grant award is \$750,000. Applications are due July 27, 2018. Extensive public input is required to develop the application, including neighborhood meetings. Local funds are not required to apply for the grant; however, points will be given to local governments who do pledge local funds toward the project.

Planning Director Larry Johnson informed Council that a program is available that may assist with addressing housing needs within the Valdese community. Mr. Johnson shared that the housing assistance application will be for housing rehabilitation and be used to address health and safety needs within the community. Mr. Johnson shared that staff has identified several homes that may benefit from this program but would like to use this opportunity to solicit more applications from the public if they are aware of any families that may meet the qualifications for assistance or can identify some homes within the community for possible rehabilitation. Mr. Johnson stated that prior to the submittal of an application, staff will be canvassing the neighborhood, identifying potential houses for the submittal of an application. Mr. Johnson informed Council that the Town can apply for up to \$750,000; a financial commitment from Council will increase the likelihood of being awarded grant funds.

Councilwoman Hildebran asked how this information is going to be communicated to citizens. Mr. Johnson explained that a series of resources will be utilized; such as, social media, churches, community groups, word of mouth, and public meetings. Mr. Johnson continued to state that he is participating in a census survey and will be traveling every street in Valdese which will provide additional information on houses that could possibly be considered for this program. Ms. Hildebran asked what guidelines have been established. Mr. Johnson shared that there are certain income requirements that apply; low or moderate income based on family size, ownership; you must be a home owner, you must reside within corporate limits of Valdese; and the home must be in substandard condition. Ms. Hildebran asked how much money the Town would need to commit to this project. Mr. Johnson said that this would be determined by the application, encouraging at least five percent of the funds. This would provide additional points towards the Town's application and may increase the chances of being awarded a grant.

Bud Levan, 1006 Curville Street NE, Valdese, asked if a home that is rented that is in need of repair would qualify for this program. Mr. Johnson said that the home must be owned by the applicant to qualify. Rental property will not be considered.

Jean Marie Cole, 705 Bertis Street, Valdese, stated that she believes this will be a great program; however, she is curious where the Town will find money to help support their application. Mr. Johnson shared that a local match is not required; however, it increases the chances of being awarded a grant.

There being no one else wishing to speak, Mayor Pro Tem Stevenson closed the public hearing.

**ENGINEERING SERVICES CONTRACT FOR WATER PLANT MCC REPLACEMENT PROJECT** Water Resources Director Greg Padgett informed Council that McGill Associates, P.A. has been selected to provide services related to the preliminary engineering report, design, bidding & award, and construction administration of the Water Treatment Plant Motor Control Centers Replacement Project. This project was recently awarded funding by NC DEQ Division of Water

Infrastructure including \$632,078 in a zero percent loan and \$210,692 in principal forgiveness. The total project cost is currently estimated to be \$842,770 including the \$98,000 value of the contract for the subject engineering services.

Councilman Ogle made a motion to approve the engineering services contract for the Water Treatment Plant Motor Control Centers Replacement Project in the amount of \$98,000 to McGill Associates, P.A., seconded by Councilwoman Hildebran. The vote was unanimous.

**ENGINEERING SERVICES CONTRACT FOR WATER SYSTEM IMPROVEMENTS** Water Resources Director Greg Padgett informed Council that West Consultants, LLC, has been selected to provide services related to the preliminary engineering report, design, bidding & award, and construction administration of the Water System Improvement Project. This project was recently awarded funding by NC DEQ Division of Water Infrastructure including \$1,181,700 loan at zero percent with up to a maximum \$500,000 in principal forgiveness. The total project cost is currently estimated to be \$1,181,700 including the \$130,000 value of the contract for the subject engineering services.

Councilman Ogle made a motion to approve the engineering services contract for the Water System Improvement Project in the amount of \$130,000 to West Consultants, LLC, seconded by Councilwoman Hildebran. The vote was unanimous.

**RESOLUTION FOR SALE OF TOWN-OWNED PROPERTY LOCATED AT WHISNANT STREET**

RESOLUTION APPROVING SALE OF REAL PROPERTY  
(A portion of Whisnant Street SE)

WHEREAS, Roger Neil Shatley (Shatley) offered to purchase from the Town of Valdese for the sum of \$61,490 that parcel containing approximately 4,114 square feet, which is identified as "Portion of Town of Valdese Property to be Recombined with PIN 2743346272" on that map prepared by West Consultants, PLLC titled, "Town of Valdese (Whisnant Street SE Relocation)", which is on file at the Valdese Town Hall (the Map), together with that part of the adjoining parcel identified on the Map as "Portion of Whisnant Street SE to be Closed and Recombined" that is owned by the Town (both adjoining parcels are more particularly described in the attached Exhibit A and referred to as "the Property"); and

WHEREAS, at its April 2, 2018, regular meeting, the town council adopted a resolution proposing to accept Shatley's offer; and

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

WHEREAS, no upset bids were received and Shatley is the high bidder for the property;  
and

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

IT IS THEREFORE RESOLVED pursuant to G.S. 160A-269 that the sale of the Property to Shatley for the sum of \$61,490 is approved. This sale shall be made subject to any and all existing easements, if any. The proper officers of the Town are authorized and directed to complete the closing of the sale of this Property and to execute and deliver to Shatley a deed for the Property upon receipt of the purchase price.

This resolution was adopted this 7<sup>th</sup> day of May, 2018.

/s/ Susan T. Stevenson, Mayor Pro Tem

ATTEST: /s/ Town Clerk

Councilwoman Hildebran made a motion to adopt the aforementioned resolution, seconded by Councilman Sweezy. The vote was unanimous.

**ORDINANCE CHANGING TRAFFIC CONTROL SIGNALS AT INTERSECTIONS OF ST. GERMAIN AVE AND RODORET ST, AND INTERSECTION OF MASSEL AVE AND RODORET ST.**

ORDINANCE CHANGING TRAFFIC CONTROL SIGNALS AT

THE INTERSECTION OF ST. GERMAIN AVENUE AND RODORET STREET  
AND AT THE INTERSECTION OF MASSEL AVENUE AND RODORET STREET

WHEREAS, the intersection of St. Germain Avenue and Rodoret Street has been controlled by a traffic signal; and

WHEREAS, the intersection of Massel Avenue and Rodoret Street has been controlled by stop signs at each Massel Avenue approach, with Rodoret Street being the through street; and

WHEREAS, the town hired J.M. Teague Engineering and Planning to assess these intersections and make recommendations as to whether any safety or operational improvements to the traffic control signals at these intersections should be made; and

WHEREAS, the engineering firm recommended that the traffic signal at the intersection of St. Germain Avenue and Rodoret Street be removed and that that intersection be converted to 2-way stop control by adding two stop signs on both Rodoret Street approaches; and

WHEREAS, the engineering firm recommended that the stop signs on Massel Avenue at its intersection with Rodoret Street be removed and that stop signs be installed on Rodoret Street as it approaches Massel Avenue, making Massel Avenue the through street; and

WHEREAS, the town council has considered these engineering recommendations, which were agreed to by town staff, and the town council is of the opinion that the recommendations made by the engineering firm and town staff should be adopted.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

1. At the intersection of Massel Avenue and Rodoret Street, Massel Avenue is designated as the through street. Stop signs shall be erected on both Rodoret Street approaches to the intersection.
2. Appendix I, Section 108, of the Code of Ordinances is amended by providing that at the intersection of Massel Avenue and Rodoret Street, Massel Avenue is declared to be the through street.
3. The traffic signal at the intersection of Rodoret Street and St. Germain Avenue shall be removed. This intersection shall be converted to an intersection controlled by stop signs with St. Germain Avenue being the through street and stop signs installed on both Rodoret Street approaches.
4. Appendix I, Section 135 of the Code of Ordinances is amended by removing the intersection of St. Germain Avenue and Rodoret Street as an intersection at which a traffic control signal shall be installed, and Appendix I, Section 108 of the Code of Ordinances is amended by declaring that at the intersection of St. Germain Avenue and Rodoret Street, St. Germain Avenue shall be the through street.

This ordinance shall become effective upon its adoption. Adopted this 7th day of May, 2018.

TOWN OF VALDESE

/s/ Susan T. Stevenson, Mayor Pro Tem

ATTEST: /s/ Town Clerk

Councilman Ogle made a motion to adopt the aforementioned ordinance, seconded by Councilwoman Hildebran. The vote was unanimous.

**DISCUSSION OF DRAFT ANIMAL CONTROL ORDINANCE** Public Works Director Bryan Duckworth delivered the draft animal control ordinance to Council, discussed some of the changes, and requested that they each review and provide feedback on the ordinance. Mr. Duckworth informed Council that staff will seek adoption of this ordinance at a future meeting.

**MAYOR AND COUNCIL COMMENTS:** Councilman Ogle thanked everyone for attending the meeting. Mr. Ogle shared that he liked the tax exemption idea that Mr. Levan discussed during open forum and encouraged staff to look into this for Valdese. Town Manager Seth Eckard shared that anyone in Valdese has access to any applicable state tax law; there is



not a special program that the town can create. Town Attorney Marc Mitchell stated that state law defines tax exemptions, the town cannot create their own program. Mr. Ogle expressed his concerns with the Italy Street Parking Lot, acknowledging Ms. Reynolds' concerns. Mr. Ogle feels like the town has been pushed to purchase something by the owners. Mr. Ogle stated that the day the lot was listed for sale, the owners padlocked the lot. Mr. Ogle wished to make everyone aware that the Town of Valdese was not responsible for the padlocking of the lot. Mr. Ogle continued to state that this is a parking lot that the Town put money into, repaved and maintained, the owners are asking for more than the lot is worth and he does not believe tax payer money should be used to purchase a parking lot. Mr. Ogle expressed his desire to find a resolution for this matter.

Councilman Sweezy informed the public that he is the councilmember from Ward 3. Mr. Sweezy stated that he represents the entire town, encouraged the public to call him if they have a question or concern, and invited everyone to attend future Council meetings.

**MANAGER'S REPORT:** Town Manager Seth Eckard informed Council of the following upcoming events:

The first Family Friday Night was held on May 4, 2018.

My Cute Kid Ribbon Cutting Ceremony will be held on Thursday, May 10, 2018, at 10:00 a.m.

The Valdese Farmers Market will be held at Old Rock School, May 18, 2018 through August 31, 2018, Fridays from 11:00 a.m.-4:00 p.m.

Granville Morrow Memorial Fun Fishing Day at McGalliard Falls Park is scheduled for Saturday, May 19, 2018, 9:00 a.m.-1:00 p.m. (NOTE: Rain Date – June 2, 2018)

The Founders Day Festival is May 26, 2018, from 10:00 a.m.-2:00 p.m.

Festival Di Birra, Debut of 125th Beer, at the Waldensian Mill on Saturday, May 26, 2018, 3:00 p.m.-7:00 p.m.

Town Offices will be closed on Monday, May 28, 2018, in observance of Memorial Day

Next Regular Council meeting scheduled for Monday, June 4, 2018, 6:00 p.m.

**CLOSED SESSION PURSUANT TO NC GENERAL STATUTE 143-318.11 (a)(5)** To instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease.

At 7:25 p.m., Councilman Ogle made a motion to recess into Closed Session Pursuant to NC General Statute 143-318.11 (a)(5) to instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange or lease. The motion was seconded by Councilwoman Hildebran. The vote was unanimous.

Mayor Pro Tem Stevenson said the closed session was only an informational item and there would be no action taken afterwards.

At 7:41 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilwoman Hildebran. The vote was unanimous.

**ADJOURNMENT** At 7:42 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

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Town Clerk

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Mayor Pro Tem

ck

# VALDESE ABC BOARD

1018 MAIN STREET WEST • VALDESE, NC 28690 • PHONE 828-879-2227 • FAX 828-874-0332

## TRAVEL POLICY

Date: May 21, 2018

Re: Adoption of Town of Valdese Travel Policy  
JULY 01, 2000, "Revised"

The following guidelines will be used as a travel policy for all employees traveling on Valdese ABC Board business:

1. Reimbursement of travel expenses-

Meals will be covered on a per day rate. (Based on the current Federal Per Diem Rate) The Federal Per Diem Rates listing (found online at [www.gsa.gov](http://www.gsa.gov)) is updated on an annual basis in October. If the traveler's destination is not listed on the website, the standard rate is used.

When traveling to attend a conference, where some meals are provided by the conference, remaining meals not provided by the conference will be eligible for reimbursement on a reasonable and actual basis (receipts required).

When on a trip not involving an over-night stay, expenses (i.e. mileage, meals) will be eligible for reimbursement on a reasonable and actual basis (receipts required).

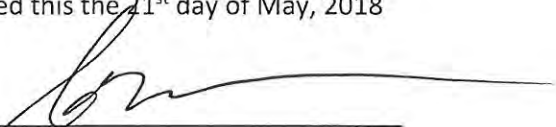
Lodging will be covered for reasonable and actual cost (receipt required). Unless attending a conference, the Federal Per Diem Listing should be used as a guideline in determining reasonable cost.

2. Board credit cards may be used to reserve lodging. Travel related cost however, should not be charged to the credit cards. All travel expenses will be covered through travel advances and / or reimbursements.

3. It is the responsibility of the General Manager to determine which meal allowances are eligible for reimbursement to employees for partial day travel. Reimbursement will be for reasonable and actual cost (receipt required).

4. All requests for travel expense reimbursement (i.e. meals, lodging, mileage, etc.) must be accompanied by a travel expense report.
5. Other issues-
  - Transportation: As a general rule, it is the Board's policy that an employee is authorized to use a private vehicle and be reimbursed at the current standard mileage rate. The current standard rate shall be the same as paid by the Town of Valdese following the IRS rate.
  - Telephone: Any employee traveling out of town and staying overnight will be allowed a personal telephone call up to \$4 per night. Board business related calls will be paid by the Board.
  - Registration: Registration fees are generally paid in advance directly to the vendor, not from travel advance.
  - Advances: The Board does permit employees to request advances whenever an estimated trip cost exceed \$25. If the cost is less than \$25, employee must seek reimbursement when the trip is completed.

Adopted this the 21<sup>st</sup> day of May, 2018

  
\_\_\_\_\_  
Chairman

Attest:

  
\_\_\_\_\_  
Secretary/Treasurer

## Kennedy, Courtney

---

**From:** Hardin, Apryl  
**Sent:** Friday, May 25, 2018 3:52 PM  
**To:** Kennedy, Courtney  
**Subject:** Tax Lien Advertising Date

Please add to the June 4, 2018 Agenda:

The Advertising Date for Delinquent 2017 Real & Personal Property taxes will be on June 25, 2018 in The News Herald.

Thank you!

# Memo

**To:** Seth Eckard, Town Manager  
**From:** Kerri Poteat, VEDIC Executive Director  
**Date:** May 25, 2018  
**Re:** VEDIC Board of Directors Reappointments

---

Staff recommends the following reappointments to the Valdese Economic Development Investment Corporation (VEDIC) Board of Directors:

Christian Ramazzini  
Eddie McGlimsey

Staff also recommends the following appointment to the VEDIC Board of Directors:

Thomas Winfield

Each member will serve a three-year-term that will expire July 1, 2021.

ck

## LOCAL WATER SUPPLY PLANS

2017

### Valdese

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

**Complete**

Water System Name:	Valdese	PWSID:	01-12-010
Mailing Address:	P.O. Box 339 Valdese, NC 28690	Ownership:	Municipality
Contact Person:	Seth Eckard	Title:	Town Manager
Phone:	828-879-2116	Fax:	828-879-9675

### Distribution System

Line Type	Size Range (Inches)
Asbestos Cement	6-14
Cast Iron	4-20
Ductile Iron	6-24
Galvanized Iron	1-2
Polyvinyl Chloride	2-8

What are the estimated total miles of distribution system lines? 149 Miles

How many feet of distribution lines were replaced during 2017? 4,328 Feet

How many feet of new water mains were added during 2017? 0 Feet

How many meters were replaced in 2017? 270

How old are the oldest meters in this system? 30 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 0

What is this system's finished water storage capacity? 7.605 Million Gallons

Has water pressure been inadequate in any part of the system since last update? No

### Programs

Does this system have a program to work or flush hydrants? Yes, Monthly

Does this system have a valve exercise program? No, As Needed

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? Yes

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? Yes

### Water Conservation

What type of rate structure is used? Uniform

How much reclaimed water does this system use? 0.000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? No

Would cost more than the town could afford to bring lines from another system. This would not be feasible.

## 2. Water Use Information

### Service Area

Sub-Basin(s)	% of Service	County(s)	% of Service
Catawba River (03-1)	100	Burke	100

What was the year-round population served in 2017? 12,700

Has this system acquired another system since last report? No

### Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Met Connect
Residential	5,021	0.611	0
Commercial	163	0.104	0
Industrial	27	1.047	0
Institutional	15	0.038	0

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.150 MGD

### Water Sales

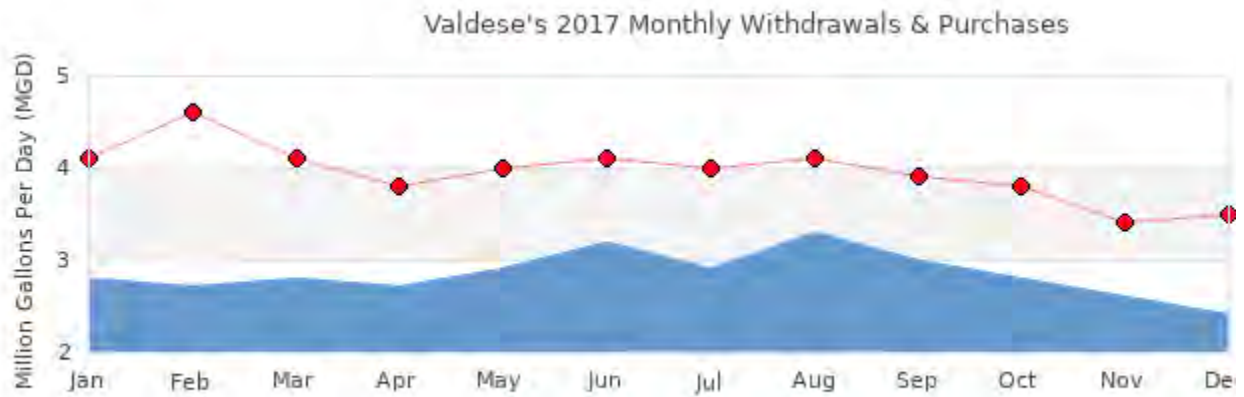
Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	Contract		
				MGD	Expiration	Recurring
Burke County	01-12-065	0.083	365	0.700		Yes
Icard Township WC	01-12-060	0.364	365	0.334		Yes
Rutherford College WC	01-12-055	0.148	365	0.100	2026	Yes

The 0.100 MGD contract volume listed for Rutherford College is a minimum that must be purchased.. There is no maximum volume in the contract and Valdese should be able to continue to meet all the near future water supply needs of Rutherford College.

## 3. Water Supply Sources

### Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		
Jan	2.800	4.100	May	2.900	4.000	Sep	
Feb	2.700	4.600	Jun	3.200	4.100	Oct	
Mar	2.800	4.100	Jul	2.900	4.000	Nov	
Apr	2.700	3.800	Aug	3.300	4.100	Dec	



Surface Water Sources				
Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)
		MGD	Days Used	
Catawba River	Lake Rhodhiss	2.800	365	4.600

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)				
Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin
Catawba River	Lake Rhodhiss	1,088	Yes	Catawba River (03-

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

Water Treatment Plants			
Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finish
Valdese Water Plant	12.000	Yes	

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2017? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2017? No

If yes, was any water conservation implemented?



Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

#### 4. Wastewater Information

Monthly Discharges			
	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	1.970	May	1.650
Feb	1.320	Jun	1.710
Mar	1.550	Jul	1.330
Apr	2.270	Aug	1.640



How many sewer connections does this system have? 2,200

How many water service connections with septic systems does this system have? 2,770

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Triple Water section of system is mainly septic tanks and are not hooked to the sewer system.

Wastewater Permits				
Permit Number	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Disch (MGD)
NC 0041696	7.500	7.500	1.604	10.500

Wastewater Interconnections				
Water System	PWSID	Type	Average Daily	
			MGD	
Burke County	01-12-065	Receiving	0.096	
Drexel	01-12-045	Receiving	0.174	
Rutherford College WC	01-12-055	Receiving	0.016	

#### 5. Planning

Projections				
	2017	2020	2030	

Year-Round Population	12,700	12,700	12,725	12,750
Seasonal Population	0	0	0	0
Residential	0.611	0.902	0.903	0.905
Commercial	0.104	0.194	0.203	0.213
Industrial	1.047	1.155	1.213	1.277
Institutional	0.038	0.105	0.110	0.115
System Process	0.150	0.105	0.110	0.115
Unaccounted-for	0.255	0.383	0.395	0.408

The decreasing daily process water used is due to the changing of our filter washing process. We also started an intensive flushing program in 2107 that has not been so intensive this year due to the cleaning of the system. We are not having to flush as much so that is why we are decreasing our daily process water projections.

Demand v/s Percent of Supply				
	2017	2020	2030	
Surface Water Supply	12.000	12.000	12.000	
Ground Water Supply	0.000	0.000	0.000	
Purchases	0.000	0.000	0.000	
Future Supplies		0.000	0.000	
<b>Total Available Supply (MGD)</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	
Service Area Demand	2.205	2.844	2.934	
Sales	0.595	1.212	1.212	
Future Sales		0.000	0.000	
<b>Total Demand (MGD)</b>	<b>2.800</b>	<b>4.056</b>	<b>4.146</b>	
<b>Demand as Percent of Supply</b>	<b>23%</b>	<b>34%</b>	<b>35%</b>	

The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 48 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs? We will try to educate all of our customers on the importance of conserving water and will also comply with all of our drought restrictions.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? CIP plan is being followed to improve and replace old plant equipment to ensure the reliability of our current water plant and waste plant.

How does the water system intend to implement the demand management and supply planning components above? \$1 meter charge being applied to fund future updates to our system. Our CIP program calls for a 3.5 % rate

increase over the next few years and we also plan on using any grant money that is available to help with this undertaking.

### Additional Information

Has this system participated in regional water supply or water use planning? Yes, Yes, We are currently a part of the Catawba Wateree Water Management group. This organization is set up to help restrict water usage during drought times and to also improve the water quality of the Catawba river.

What major water supply reports or studies were used for planning? Catawba River Water Supply Master Plan and we are currently working on a basin wide water loss plan.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: We have no real issues with our system other than aging infrastructure. As mentioned before, we are currently following a CIP plan that will replace and repair any equipment that is currently not up to date. We have a meter replacement program and are planning to replace the whole system with a ride by meter reading service that also can detect leaks in the system.

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

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[North Carolina Division of Water Resources](#)

1611 Mail Service Center, Raleigh, NC 27699-1611

Tel (919)707-9000 - Fax (919)733-3558

**RESOLUTION FOR APPROVING 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 the Town of Valdese, has been developed and submitted to the Valdese Town Council for approval; and

WHEREAS, the Valdese Town Council finds that the 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 the Town of Valdese, 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 Valdese Town Council of the Town of Valdese that the Local Water Supply Plan entitled, Town of Valdese Local Water Supply Plan for the year 2017 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
John F. "Chip" Black, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Frances Hildebran, Town Clerk



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



THIS AGREEMENT, made and entered into this First day of July 2018, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and Dream Connections 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) 10, 16, 17, 18, 19, 20 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 July 2018 and extending to the 30<sup>th</sup> day of June 2019.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$970.00. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.

1.06 <sup>30 of 174</sup> **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

- 1.01.1 All zoning regulations affecting the premises now or hereafter in force.
- 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
- 1.01.3 The existing condition and state of repair of the premises.

## **ARTICLE 2.00**

### **Use of Premises**

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

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

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

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

## ARTICLE 5.00

### Termination, Default, Remedies

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

## ARTICLE 6.00

### Destruction of Taking of Premises



**6.01** ~~39 DA 174~~ **DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

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

## **ARTICLE 7.00**

### **Additional Provisions**

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
- 7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

## **ARTICLE 8.00**

### **Special Provisions**

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

## **ARTICLE 9.00**

### **Interpretation, Execution**

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

X \_\_\_\_\_  
 Town of Valdese  
 Seth Eckard, Town Manager  
 Lessor

X \_\_\_\_\_  
 Dream Connections, INC.  
 John Morrison, President  
 Lessee

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

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

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
THE TOWN OF VALDESE  
FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT  
STORMWATER PARTNERSHIP  
**JULY 1, 2018 – JUNE 30, 2019**

This AGREEMENT, to be effective on the 1st day of July, 2018, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach Program ("Stormwater Partnership" hereinafter) ; and

WHEREAS, the Planning Agency is empowered to provide technical assistance to local governments by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972; and

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the Stormwater Education and Outreach Program through a Stormwater Partnership and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in providing technical assistance and services and that the proposed assistance and services are carried out in an efficient and professional manner.

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

1. **Scope of Services.** The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
2. **Personnel.** The Planning Agency will furnish the necessary trained personnel to the Local Government.
3. **Office/Equipment.** The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the work described in this contract.
4. **Compensation.** The Local Government will pay the Planning Agency a regional

Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit B. Fees are determined by two factors: a flat participation fee of \$1,000 and a proportional fee based on latest population numbers. The Town of Valdese's calculated Stormwater Partnership fee for the period beginning July 1, 2018 and ending June 30, 2019 is not to exceed **Two Thousand One Hundred and Eleven Dollars (\$2,111)**. The Planning Agency will bill the Local Government for the full amount. However, if requested, quarterly payments are optional at the request of local governments. Payment will be due from the Local Government within thirty (30) days of receipt of the invoice.

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.  
  
(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's education program and if the Stormwater Partnership's has requested or pre-approved Planning Agency personnel's request to attend the events. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate. In the event the Planning Agency and the Stormwater Partnership determine that it is beneficial to both parties for personnel to attend a particular conference, convention or seminar, travel expenses will be compensated out of non-salary program budget.
6. **Termination.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice.
7. **Modifications.** This Agreement represents the entire understanding of the parties and may not be amended, altered, or modified in any manner without the mutual written consent of both parties.
8. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2018 and ending June 30, 2019.
9. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and

officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

10. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
11. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
12. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
13. **Workers Compensation Insurance.** The Planning Agency shall furnish workers compensation insurance for Agency personnel in accordance with North Carolina state statutes.
14. **Automobiles.** The Planning Agency does not provide automobiles or auto insurance to employees. All Agency personnel are required to have a valid driver's license, insurance, and a vehicle that can be used for Agency purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:  
TOWN OF VALDESE

PLANNING AGENCY:  
WESTERN PIEDMONT COUNCIL OF  
GOVERNMENTS

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_

Planning Agency:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chairman

Preaudit statement:

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

By: \_\_\_\_\_  
Local Government Finance Officer

## EXHIBIT A

WESTERN PIEDMONT STORMWATER PARTNERSHIP  
JULY 1, 2018 – JUNE 30, 2019

## PROGRAM OVERVIEW/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreements concerning stormwater program assistance activities by the Western Piedmont Council of Governments for local governments in the Stormwater Partnership.

## PROGRAM OVERVIEW

1. The Western Piedmont Council of Governments staff will work with the local government's Stormwater Staff to adapt the work plan and priorities as needed to satisfactorily implement Education and Outreach requirements in Phase II stormwater permits and management plans.
  - Develop and adapt relevant stormwater information to the general public through various available media sources.
  - Prepare Education and Outreach component of annual reports; develop workshops; arrange speakers and seminars; prepare outreach materials and present to various groups and at events, as requested.
  - Development of School Partnerships and Projects to Support Standard Course of Study focused on stormwater issues, thereby educating students and their parents about stormwater management.
  - Work to build program capacity and effectiveness of a regionally based and supported stormwater education and outreach partnership.
  - Collaborate with organizations and programs to enhance program effectiveness.
  - Seek additional grant funding to support program activities.
2. Other Duties as Directed by Stormwater Administrators

It is understood that the partnering local government's Stormwater Administrators working through the Stormwater Working Group will refine program priorities, provide program oversight and to assist with program implementation.

## BUDGET

The Stormwater Partnership's expected working budget will be \$23,242, based on the anticipated participation of the following local governments: Morganton; Valdese; Conover; Hickory; and Maiden.

**EXHIBIT B**  
**Fee Structure**  
**WESTERN PIEDMONT**  
**STORMWATER PARTNERSHIP**  
**2018-2019**

	Local	\$1,000	Population	Total Regional
Municipality	Population *	Base	Portion	Stormwater
	Numbers	Fee	Fee**	Partnership Fee
<b>Burke County</b>				
Morganton	16,754	\$1,000	\$4,189	\$5,189
Valdese	4,442	\$1,000	\$1,111	\$2,111
<b>Catawba County</b>				
Conover	8,255	\$1,000	\$2,064	\$3,064
Hickory	40,130	\$1,000	\$10,033	\$11,033
Maiden	3,385	\$1,000	\$846	\$1,846
SW Partnership 2016-17	72,966	\$5,000	\$18,242	\$23,242

\*Dues Per Capita are based on population figures from the NC Office of Management and Budget for July 2013. Fees were calculated only for local governments with active locally implemented Phase II Permits.







# Memo

To: Mayor & Town Council

From: Morrissa Angi on behalf of the Public Arts Commission

cc: Seth Eckard

Date: June 4, 2018

Re: Public Art Installation to commemorate the 125<sup>th</sup> Celebration of Valdese

---

The Public Arts Commission is working on the art installation that was approved by Town Council at the February meeting that will commemorate the arrival of the original 29 Waldensian Settlers to Valdese in 1893. Response to the project has been tremendous and in result, the Commission would like to request permission to expand the project on the land across from Valdese Town Hall.

The Commission is requesting that Town Council approve an expansion that would feature a meandering boardwalk that would lead up to a 9'x16' depot style gazebo. Members of the Commission have met with Town Staff to make sure the expansion would not interfere with the RR right of way or Town utility lines. Once permission is granted, funding will be secured for the project expansion by private donors.

Please see attached diagram & sample images for your consideration.




Location Diagram:



9'x16' Depot Style Gazebo

Meandering Boardwalk

-  Railroad Property Line
-  Drainage Ditch
-  Art Installation Area
-  Utility Line

# VALDESE FIRE DEPARTMENT

Charles Watts  
Fire Chief / Safety Director  
Post Office Box 339  
121 Faet Street  
Valdese, North Carolina 28690

Serving The Community With Pride,  
Integrity And Courage.

---

Telephone: (828) 879-2103  
Fax: (828) 879-2106

May 23, 2018

Mayor and Council,

We have been monitoring these structural faults for a number of years, finding no great change in their characteristics. However, the extreme cold temperatures we experienced in January of this year had a detrimental effect on the structural soundness of the Fire and Police building. It was at this time that West and Associates and a structural engineer were asked to conduct a structural inspection of the building.

Attending the May council meeting will be Mr. Michael Alberto, the structural engineer who conducted the aforementioned inspection, to answer any questions you may have concerning the report. We will also present additional information during the council meeting.

Thank you.

Charles Watts, Chief  
Valdese Fire Department

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Thirtieth (30th) day of May in the year Two Thousand Eighteen (2018)

*(In words, indicate day, month and year)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, address and other information)*

Town of Valdese  
P. O. Box 339  
Valdese, North Carolina 28690-0339  
Telephone Number: (828) 879-2116

and the Architect:

*(Name, address and other information)*

Stewart-Cooper-Newell Architects, P.A.  
719 East Second Avenue  
Gastonia, North Carolina 28054  
Telephone Number (704) 865-6311

for the following Project:

*(Name, location and detailed description)*

Valdese Police & Fire Department

Phase 1 - Feasibility Study for Relocating the Police Department & Fire Department

See Scope / Proposal Letter dated May 30th, 2018, attached as Exhibit "A".

Phase 2 Schematic Design through Construction Administration - Architect will proceed to Phase 2 only after written approval from Owner to proceed.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

See Scope / Proposal Letter dated May 30, 2018, attached as Exhibit "A".

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Unknown at time of execution

.2 Substantial Completion date:

Unknown at time of execution

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Each Occurrence - \$1,000,000.00, General Aggregate - \$2,000,000

.2 Automobile Liability

Combined Single Limit - \$500,000.00

.3 Workers' Compensation

\$1,000,000.00 / Occurrence

.4 Professional Liability

Each Occurrence - \$1,000,000.00, Aggregate \$2,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, plumbing, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.



§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 SCHEMATIC DESIGN PHASE SERVICES – PHASE 2

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

## § 3.3 DESIGN DEVELOPMENT PHASE SERVICES – PHASE 2

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES – PHASE 2

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist the Owner in connection with the Owner's responsibilities for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Based upon the typical Agency review comments and approvals encountered with public funded projects, the Architect has budgeted 40 work hours for the response to said Agency comments.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES – PHASE 2

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 CONSTRUCTION PHASE SERVICES – PHASE 2

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- .1 The Architect shall provide, as a part of the Basic Services, one final inspection after the Contractor notifies the Architect that the project is complete.
- .2 The Architect shall, upon final inspection, prepare a written punch list of items to be completed or corrected and promptly provide the list to the Contractor.
- .3 The Contractor shall be required to complete the project and the items on the punch list and provide all required closeout documents within 30 days of the final inspection.
- .4 The Architect shall provide one (1) re-inspection to verify that the Contractor has completed the project and the final inspection punch list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection so that they can immediately make the necessary corrections.
- .5 Any additional re-inspections necessitated due to deficiencies being noted under 3.6.6.1.4 above and any additional time required by the Architect due to closeout documents being incomplete or the contractor not submitting the documents within 30 days of the final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.
- .6 The Owner and Architect agree that the services of the Architect that occur beyond a 60-day period from the initial final inspection will be billed to the owner on an hourly rate plus reimbursable expenses as detailed in the attached Exhibit B.
- .7 The Owner, by force of contract, shall have the right to deduct the charges of the Architect incurred under section 3.6.6.1.4 and 3.6.6.1.5 from either the Contractor's last application for payment or from liquidated damages charged to the Contractor.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed record drawings		
§ 4.1.15 As-constructed record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Finishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this

Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One ( 1 ) visit per month to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

*(Paragraph deleted)*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service within three (3) days of such discovery.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.



§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect and Owner waive delay damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all delay damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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**§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

*(Paragraphs deleted)*

**§ 8.3 ARBITRATION**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated. Termination Expenses shall be computed as a percentage of the total compensation of Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phase; or,
- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase or any subsequent phase.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

Init.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Architect and Architect's officers, directors, partners, employees, agents and Architect's Consultants, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs of damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Architect or Architect's officers, directors, partners, employees, agents of Architect's Consultants or any of them, shall not exceed the total compensation received by Architect under this Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Phase 1 – Feasibility Study – Architect's fee shall be Seventeen Thousand Five Hundred Dollars (\$17,500.00), plus travel reimbursable expenses.

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Phase 2 – Schematic Design through Construction Administration – Architect’s fee will be negotiated at the end of feasibility study and written notice to proceed. Credit for the appropriate portions of the fee paid for the study will be applied to remainder of the project.

See Scope / Proposal Letter attached as Exhibit "A" and Reimbursable Schedule attached as Exhibit "B".

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed as Additional Services are required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

As mutually agreed as Additional Services are required.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "B" – Hourly Rate & Reimbursable Schedule

Employee or Category	Rate
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#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent ( 20% ) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

See § 9.7 of this Agreement

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of One Thousand Dollars ( \$ 1,000.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.5% Monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 If the Owner does not intend to make payment to the Architect by the due date, or is not able to do so, the Owner will provide written notification of such to the Architect. Such written notification shall occur at least two days prior to the payment due date. The written notification shall also clearly state the reasons for the payment not being made on time.

§ 11.10.5 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The Architect shall be named as Additional Insured on the Builder's Risk Insurance Policy that will be furnished by either the Owner or the General Contractor.

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The Architect shall also be named as Additional Insured on the General Liability and Auto Liability Policies that will be furnished by the General Contractor as a part of the General Construction Contract.

The Insurance Companies furnishing the policies for all of the above coverages will be required to furnish a waiver of its rights of subrogation on the General Liability and Worker's Compensation policies, against the Architect, the Architect's Employees and the Architect's Consultants.

The Insurance Policies and Waivers must be furnished to the Architect prior to the beginning of construction.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if a, forming part of the Agreement.)*

Exhibit "A" – Scope / Proposal Letter dated May 30, 2018, Page 1 - 2

Exhibit "B" – Hourly Rate & Reimbursable Schedule, Page 1

This Agreement entered into as of the day and year first written above.

**OWNER**

**TOWN OF VALDESE**

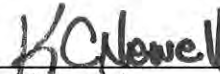
**ARCHITECT**

**STEWART-COOPER-NEWELL ARCHITECTS, P.A.**

\_\_\_\_\_  
*(Signature)*

Seth Eckard, ICMA-CM  
Town Manager

\_\_\_\_\_  
*(Printed name and title)*



\_\_\_\_\_  
*(Signature)*

Kenneth C. Newell, AIA, LEED-AP BD+C  
President

\_\_\_\_\_  
*(Printed name and title)*





May 30, 2018

Mr. Seth Eckard  
Town Manager  
Town of Valdese  
P.O. Box 339  
Valdese, NC 28690

Re: Design Services Proposal for:  
Feasibility Study for Relocating the Police Department & Fire Department

Dear Mr. Eckard,

Thank you for requesting a proposal from Stewart-Cooper-Newell Architects for this exciting project. As you know, we specialize in the study, planning, and design of police stations, fire stations, and other public safety facilities all across the nation, but especially here in our home state of North Carolina.

The purpose of the requested study is to quickly determine the suitability of the soon to be vacated BB&T bank building (approximately 6,000 SF) for the PD, with possible FD additions. We are also to consider the suitability of the existing Public Safety Headquarters facility (approximately 20,000 SF) to accommodate one or both of the departments through appropriate renovations and additions.

After hearing the accelerated study goals during our meeting with you, we are submitting a study proposal that is a little different than normal. Our goal for the Town is to perform only the portions of a study that are necessary to reach a timely decision regarding the BB&T building for the direction of your overall project, with the understanding that final design decisions and construction documents will be performed in future phases.

If we perform this study, we will credit the appropriate portions of the fee paid for the study towards the remainder of the project.

If this proposal is acceptable, we will be happy to incorporate it into the appropriate AIA agreement for your review.

We look forward to working with you on this important project. Please let me know if you have any questions regarding this proposal or would like any additional information.

Sincerely,

Ken Newell, AIA, LEED-AP BD+C

N/Projects/JP/Valdese PS Study 2018/Valdese PS Study Prop Cover 053018.doc



## ***Valdese Public Safety – Feasibility Study***

### ***PHASE 1: KICK-OFF/PROGRAMMING MEETINGS/FACILITIES ASSESSMENT***

Stewart-Cooper-Newell Architects (SCNA) will meet for the day with a small group of Police Department, Fire Department end users, along with other Town representatives to:

- Determine/confirm major project goals and objectives.
- Establish design team members and their responsibilities.
- Develop a Written Program for every interior and exterior space or activity needed for each Department.

SCNA will meet a second time with the group to present the preliminary draft Written Program, for comments and revisions. At this time, SCNA will also offer opinion to the projected construction costs associated with building all new facilities for separate and combined Departments, on undetermined, green-field sites.

### ***PHASE 1: FACILITIES ASSESSMENT***

Following the Town's approval of the draft Written Programs for both Departments, SCNA would work with Town representatives to:

- Compare the existing BB&T facility conditions and size to the draft Written Program needs for Police, and possibly Fire Additions.
- Compare the existing Public Safety Headquarters facility conditions and size to the draft Written Program needs for Police and Fire.
- Review the report currently being performed on the existing Public Safety Center by a 3<sup>rd</sup> party engineer, and give opinion to its suitability for continued use with renovations and additions.
- Discuss preliminary design options, including rough construction cost projections for the above options.

### ***PHASE 1 STUDY - PROPOSED FEE***

Base Fee: Lump sum fee of \$17,500, plus travel reimbursement. The proposal anticipates 3 - 4 meetings in Valdese during this project phase.

### ***PHASE 2: SCHEMATIC DESIGN THROUGH CONSTRUCTION ADMINISTRATION***

All remaining design services by SCNA needed to complete the project will be negotiated at the end of this proposed feasibility study and will credit the appropriate portions of the fee paid for the study towards the remainder of the project.

### HOURLY RATE & REIMBURSABLE SCHEDULE

Architectural Principal	\$175.00 /hr.
Architect	\$150.00 / hr.
Project Manager - I	\$130.00 /hr.
Project Manager - II	\$100.00 /hr.
Architectural Technician	\$ 80.00 /hr.
Construction Administrators	\$100.00 /hr.
Business / Office Manager	\$ 90.00 /hr.
Administration	\$ 60.00 /hr.

### REIMBURSABLE SCHEDULE

**Reproduction:**

Copies (Black & White)-----	\$ 0.10 /ea.
Copies (Color - 8-1/2 x 11) -----	\$ 0.85 /ea.
Copies (Color - 11 x 17)-----	\$ 1.50 /ea.

**Large Format Bond Plots:**

24 x 36 -----	\$ 2.50 /ea.
18 x 24 -----	\$ 2.00 /ea.
30 x 42 -----	\$ 3.50 /ea.
30 x 21 -----	\$ 2.50 /ea.
36 x 48 -----	\$ 4.50 /ea.
12 x 18 -----	\$ 1.50 /ea.
11 x 17 -----	\$ 1.50 /ea.

**Large Format Reproduces:**

24 x 36 -----	\$ 12.00 /ea.
30 x 42 -----	\$ 15.00 /ea.

Specifications ----- \$ 75.00 /ea.

**Presentation Charges:**

30 x 42 Color plot -----	\$ 60.00 /ea.
30 x 42 Color plot on board-----	\$ 80.00 /ea.
24 x 36 Color plot-----	\$ 45.00 /ea.
24 x 36 Color plot on board-----	\$ 65.00 /ea.

CD of drawings - \$1.00 per drawing recorded on CD

Postage / Shipping / Courier ----- Cost x 1.20

Fax ----- \$ 1.00 per sheet

Travel (Meals, Lodging, Airfare, Rental Car)----- Cost x 1.20

Mileage ----- Federal mileage rate x 1.20

SCNA-Fee/Reimbursable Schedule.doc R 2/2016

**PURCHASE CONTRACT**  
**(the "Contract")**

The Town of Valdese, a North Carolina municipality, as Buyer, hereby offers to purchase and Branch Banking and Trust Company, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc., as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, as and to the extent owned by Seller, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), in AS-IS WHERE-IS condition, upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the Town of Valdese, County of Burke, and State of North Carolina, being known as and more particularly described as:

Street Address: 225 Main Street East, Valdese, NC; Burke County Tax Pin #2743-04-3943.

Legal Description: See Exhibit A attached hereto and incorporated by this reference herein \_\_\_\_\_.

**2. FIXTURES:** The following items, if any, are included in the Purchase Price (as hereafter defined) free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, burglar/fire/smoke alarms, outdoor plants and trees, wall and/or door mirrors; and the following items or equipment, if any, attached or affixed to the Property on the date of this Contract: teller counter/cages with under counter steel, poured-in-vault and vault door, night drop, drive-thru deal drawer and any remote drive-thru tubes and pole signage, but specifically excluding any (a) proprietary bank systems and equipment (including DLU box), (b) BB&T proprietary signs and panels, and (c) automatic teller machines ("ATM") and any related equipment necessary to operate and/or protect said ATM.

**3. PERSONAL PROPERTY:** That certain personal property, if any, owned by Seller and located at the Property and remaining at the Property on the date of Closing.

**4. PURCHASE PRICE:** The purchase price is Four Hundred Thousand and No/100 (\$400,000.00) Dollars (the "Purchase Price") and shall be paid as follows:

(a) Twenty Thousand and No/100 (\$20,000.00) Dollars, EARNEST MONEY DEPOSIT by certified check or wire, to be deposited with the Escrow Agent (as hereafter defined) upon Buyer's execution of this Contract and held in escrow by \_\_\_\_\_ (the "Escrow Agent") in a non-interest bearing, federally insured account, until the sale is closed, at which time it will be refunded to Buyer or paid directly to the Settlement Agent (as hereafter defined) at Closing (as hereafter defined) to be applied to the Purchase Price, or until this Contract is otherwise terminated. In the event: (i) this offer is not accepted; or (ii) any of the conditions hereto are not satisfied, then the Earnest Money Deposit shall be returned to Buyer in accordance with the terms of this Contract. In the event of breach of this Contract by Seller, Buyer shall have the right, as its sole and exclusive remedy for such breach, to (x) terminate this Contract and obtain a return of the Earnest Money Deposit, provided that Buyer is not then in default under this Contract, or (y) initiate and prosecute an action for specific performance of this Contract. In no event will Buyer be entitled to damages, actual or consequential. In the event this offer is accepted and Buyer breaches this Contract, then the Earnest Money Deposit shall be paid to Seller as agreed and liquidated damages.

In the event of a dispute between Seller and Buyer over the return or forfeiture of the Earnest Money Deposit, the Escrow Agent shall retain said Earnest Money Deposit in the escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) ADDITIONAL EARNEST MONEY DEPOSIT. Intentionally deleted.

(c) Three Hundred Eighty Thousand and No/100 (\$380,000.00), Dollars - BALANCE of the Purchase Price to be paid by wire transfer in accordance with instructions provided by Seller, at Closing subject to credits and offsets as provided in this Contract.

(d) In the event that Buyer should choose to obtain financing for the purchase of the Property from Seller, Buyer shall promptly, and in any event prior to Closing, give written notice to Seller of such election, in the manner set forth in Section 16 of this Contract. Failure to send such written notice shall be a default of Buyer hereunder. Buyer understands and expressly acknowledges and agrees that nothing herein shall be deemed to solicit, incentivize or encourage Buyer in any manner to obtain financing from Seller for the purchase of the Property, nor does Seller make any representation, warranty, promise or understanding, express or implied, that the Buyer shall be able to obtain financing of any kind for the purpose of the Property from any banking or lending institution of Seller. In the event that Buyer should choose to obtain financing for the purchase of the Property from Seller, Buyer is advised that any commitment letter or term agreement shall be void if the same does not incorporate lending terms that are in compliance with seller financing requirements established and published by the Financial Accounting Standards Board.

**5. CONDITIONS:** Buyer's obligation to close is contingent upon satisfaction or waiver of the following conditions:

(a) There must be no restrictions, easements, zoning or other governmental regulations that would prevent the reasonable use of the real property for commercial or office uses, which uses shall be confirmed by Buyer prior to expiration of the Study Period (as hereafter defined) and such condition is waived thereafter.

(b) The Property must be in substantially the same or better condition at Closing as on the date Seller executes this Contract, reasonable wear and tear excepted.

(c) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(d) Title shall be delivered at Closing by SPECIAL WARRANTY DEED (for the period of time from and after the effective date of the merger between Branch Banking and Trust Company and SNB Savings Bank, Inc., SSB) and by the legal description by which Seller or its predecessor acquired title (subject to any off conveyances), unless otherwise stated herein, and will be conveyed free of all encumbrances except: ad valorem property taxes for the current and subsequent years (prorated through the date of Closing), the operation and effect of all instruments and matters shown in the public records for Burke County, North Carolina, including without limitation, easements, rights of way, restrictions and conditions of record, matters visible from an inspection of the Property or reflected on an accurate survey of the Property, any local, county, state, or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction or development of the subject property, including existing violations of said laws, ordinances or regulations (the "Permitted Encumbrances"). The Property must have legal access to a public right of way.

(e) Buyer acknowledges that Seller may decide to structure the disposition of the Property as a tax-free exchange pursuant to Internal Revenue Code §1031, and agrees to cooperate with Seller, at Seller's sole cost and expense, in connection with such exchange.

**6. STUDY PERIOD:** Seller hereby grants to Buyer and Buyer's agents, employees, engineers, contractors, and surveyors the right to enter the Property upon reasonable notice to Seller, at any reasonable time for purposes of performing tests, investigations, surveys and studies all to be performed at the sole expense of Buyer in accordance with the following conditions:

(a) Buyer shall not undertake any intrusive or invasive testing without Seller's prior written consent. Buyer shall not be permitted to meet with any governmental authorities in relation to the Property without providing prior notice to Seller and affording Seller the opportunity to participate in any such meeting, as Seller may deem necessary, in Seller's sole discretion.

(b) In the event of any damage to the Property by Buyer's agents, employees, engineers, contractors or surveyors, Buyer shall restore the Property to the condition that existed prior to such damage. Buyer hereby indemnifies, defends and holds harmless Seller from and against any and all claims, damages, expenses, liens and liabilities (including, without limitation, reasonable attorneys' fees and court costs) arising, directly or indirectly, from any damage to persons and/or property and Buyer shall repair any damage to the Property, resulting from or

relating to, Buyer's exercise of its right of entry and inspection pursuant to this Contract or otherwise. This indemnity shall survive the termination of this Contract.

(c) Prior to entry onto the Property and throughout the course of investigations and studies conducted on the Property, Buyer and Buyer's agents and inspectors conducting such studies, shall obtain and maintain comprehensive general liability insurance covering Buyer, Buyer's agents, or Buyer's inspectors, entry on the Property and inspections thereof, which insurance shall be in an amount equal to One Million Dollars (\$1,000,000.00) for any one occurrence or accident with an aggregate of Two Million Dollars (\$2,000,000.00), and shall name Seller as an additional insured thereunder. Buyer shall, if and when requested by Seller, provide Seller with a copy of its certificate of insurance evidencing such insurance.

(d) Buyer shall have until 5:00 pm EST on the day that is Sixty (60) days from the Effective Date, hereafter defined (the "Study Period") to determine that (i) the Property is suitable for Buyer's proposed use and (ii) Buyer is satisfied with the condition of the Property (collectively "Buyer's Requirements"). Buyer shall have options to extend the Study Period for periods of thirty (30) days, but not to exceed one hundred eighty (180) days, which may be exercised by Buyer by (i) delivering written notice to Seller and Escrow Agent of its intent to exercise each extension option prior to the expiration of the Study Period, and (ii) delivering to the Seller an extension fee in the amount of \$10,000.00 prior to the expiration of the Study Period (the "Extension Fee"). The Extension Fee(s) shall be paid as consideration for each extension of the Study Period and shall be non-refundable to Buyer, provided that in the event that Closing occurs, the Extension Fee(s) shall be applied as a credit against the Purchase Price. If the Property fails to meet Buyer's Requirements, in Buyer's sole discretion, and Buyer delivers to Seller written notice of such failure and specific termination of the Contract prior to expiration of the Study Period, then, Buyer's Earnest Money Deposit will be returned to the Buyer and this Contract shall thereby be terminated and neither party shall have any further rights or liabilities under this Contract except as specifically provided herein. If Buyer does not terminate this Contract by specific written notice to Seller prior to expiration of the Study Period, then, in that event, (aa) Buyer's Requirements shall be deemed to be satisfied or waived, (bb) Buyer shall pay the Additional Earnest Money Deposit in accordance with Section 4(b) of this Contract, if applicable, (cc) this Contract shall remain in full force and effect, and (dd) the Earnest Money Deposit shall be non-refundable except in the event the Closing does not occur because of Seller's default. Notwithstanding anything contained herein to the contrary, Seller shall have the opportunity, but not the obligation, to be present at any testing or inspection of the Property conducted by Buyer or its agents prior to Closing, and a right, but not the obligation, to review all results of same.

(e) Prior to Closing, Buyer will, pursuant to the terms hereof, have made such examination of the Property and all matters relating to this transaction as Buyer deems necessary. In entering into this Contract, Buyer has not been induced by and has not relied upon any representation, warranty or statement, whether express or implied, made by Seller or any agent, employee, or other representative of Seller, or by any broker or any other person representing or purporting to represent Seller. At Closing, if requested by Seller, Buyer shall reaffirm the acknowledgments made in this section on a form acceptable to Seller, in its sole discretion, and notwithstanding any such reaffirmation or acknowledgment made in writing, Buyer's acceptance of the Deed shall be deemed conclusive evidence of Buyer's reaffirmation of the representations made in this section, along with all other representations and warranties made by Buyer herein, all of which shall be deemed to have survived Closing.

(f) Buyer and Seller agree and acknowledge that nothing contained in this Contract shall be deemed an authorization of Buyer to act as agent of Seller in connection with the Property. Buyer and its agents and employees and other authorized designees may not contract, orally or in writing, for any services of any person that could give rise to a lien under applicable law, whether statutory or equitable, upon the Property or any portion thereof, without prior written consent of Seller separate and apart from this Contract. Buyer is hereby obligated to inform all parties performing services or materials for or on account of Buyer in connection with the exercise of its rights under this Contract, that such parties shall not be permitted to file any notice of claim of lien or lien action against the Property or any portion thereof. If requested by Seller, Buyer shall procure at Buyer's sole cost and expense, a lien waiver, in form and substance acceptable to Seller, in Seller's sole discretion, from any party

performing services or providing materials for Buyer in connection with exercising its rights under this Contract.

(g) Buyer will provide Seller, or any third party identified by Seller, with full and complete copies of any Phase I environmental report or any data and reports generated from samples collected from the Property (collectively, the "Investigation Reports"), only if so requested in writing by Seller. Except as provided herein, Buyer shall not disclose the Investigation Reports to any third party, without written approval by Seller, unless disclosure is required of Buyer by applicable laws or regulations (in which event Buyer shall immediately provide notice to Seller of same). Buyer may disclose the Investigation Reports to Buyer's attorney or environmental consultant who are advising Buyer on the purchase of the Property, provided that they agree in writing to comply with the non-disclosure requirements of this provision. In the event Buyer acquires the Property from Seller, this provision shall no longer be applicable.

**7. PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) Rents, if any, for the Property shall be prorated through the date of Closing; and (d) Any assessments or fees payable to an owner's association, prorated on a calendar year basis through the date of Closing.

**8. CLOSING EXPENSES:** Seller shall pay for the preparation of the Special Warranty Deed, such deed to substantially conform to the provisions of the deed attached hereto as Exhibit B and incorporated by this reference herein. Seller shall provide and pay for all other documents necessary to perform Seller's obligations under this Contract, its attorney's fees and for the "Grantor's Tax". Buyer shall pay for (a) recording the Deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Closing, (b) all recordation and transfer taxes, other than the "Grantor's Tax," (c) its attorney's fees, (d) all costs of a title examination, a title report, a title commitment and one or more title insurance policies, and (e) all other Closing costs, including without limitation, fees to the Settlement Agent and costs of all studies conducted pursuant to Section 6 of this Contract.

**9. EVIDENCE OF TITLE:** Seller makes no representations or warranties regarding the accuracy of the legal description(s) attached hereto as Exhibit A. Seller agrees to use reasonable efforts to deliver to Buyer as soon as reasonably possible after the Seller's execution of this Contract, copies of all title information acquired by Seller or its predecessor in title, which is in possession of the Real Estate Services division of Seller located in Winston-Salem, North Carolina, if any, including, but not limited to: title insurance policies, surveys, covenants and deeds and any other documents or information related to the Property except for proprietary information such as test fits and appraisals obtained by Seller. The Buyer shall have until the expiration of the Study Period (the "Title Objection Deadline") to review the condition of title and the Permitted Encumbrances. In the event Buyer, in its sole discretion, finds any of the conditions of title or the Permitted Encumbrances unacceptable to Buyer, Buyer shall give written notice to Seller of the specific conditions of title and the Permitted Encumbrances, if any, which are unacceptable to Buyer (the "Title Objections") prior to the expiration of the Title Objection Deadline. Seller shall have ten (10) business days after receipt of notice of any Title Objections to notify Buyer whether it will remedy (but Seller has no obligation to remedy) or is unable or unwilling to remedy Buyer's concerns about the Title Objections. If Seller is unwilling or unable to remedy or satisfy Buyer with respect to such Title Objections, Buyer shall have the option of Closing, subject to such Title Objections (but without any reduction in the Purchase Price), or terminating all of Buyer's rights and obligations under this Contract, which election shall be made by Buyer by written notice to Seller given within five (5) days following the date of expiration of said ten (10) business day period. In the event Buyer so terminates this Contract, the Earnest Money Deposit shall be returned to Buyer, and neither Buyer nor Seller shall have any rights or obligations under this Contract except for those obligations expressly surviving termination of this Contract. It is the express understanding and agreement of the parties that Seller has not made, does not make, and hereby disclaims any and all representations regarding the title to the Property, except as otherwise specifically provided in this Contract.

**10. LABOR AND MATERIAL:** To the extent required by the Buyer’s title insurance company, Seller shall furnish at Closing an affidavit and indemnification agreement showing that all labor and materials for or on account of Seller, if any, furnished to the Property within 120 days prior to Closing have been paid for and agreeing to indemnify the Buyer’s title company in the form of the Owner’s Affidavit attached hereto as Exhibit C and incorporated by this reference herein. Seller shall not execute any other affidavits or statements of representations or warranties unless otherwise specifically provided in this Contract.

**11. CONDITION:**

(a) It is the express understanding and agreement of Seller and Buyer that the Property and all improvements are transferred and conveyed “as is” and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of as to, concerning or with respect to (i) the value, nature, quality or condition of the Property; (ii) the income to be derived from the Property; (iii) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, or (vii) any other matter with respect to the Property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use, laws, rules, regulations, orders or requirements, including the disposal or existence, in or on the Property, of any hazardous materials as defined by local, state or federal agencies, laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks. Buyer acknowledges that no such representations or warranties, express or implied, have been made, except for the warranty of title expressly set forth in this Contract. The terms and covenants of this Section shall be included in the Special Warranty Deed and shall survive the Closing and the delivery of the Special Warranty Deed and any other instruments of transfer or any termination of this Contract.

(b) **Acceptance:** CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS AND OTHER COMPONENTS OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING AND SIGNED BY BOTH PARTIES. BUYER ACKNOWLEDGES AND AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING AS WELL AS THE PERMITTED EXCEPTIONS. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE CLOSING.

BUYER’S INITIALS \_\_\_\_\_

(c) **Release:** Without limiting the above, from and after the date of closing under this Contract, Buyer for itself, its members, partners, shareholders, officers, directors and employees agrees to waive its right to recover from Seller and forever releases and discharges Seller and its agents and employees from any and all costs for any remedial action, damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys’ fees), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way connected with the Property, including, without limitation, the (a) the existence of any environmental condition or any hazardous or toxic substances, materials, or wastes, pollutants or contaminants as defined under the Environmental Laws; (b) the water, soil and geology or any other matter affecting the stability, physical condition or integrity of the Property and the suitability thereof for any and all activities or uses which Buyer may elect to conduct thereon; and (c) the compliance of the Property with any law, rule, regulation or ordinance to which the Property is or may be



subject, including, without limitation, the Americans with Disabilities Act.

**12. REASONABLE ACCESS:** Upon reasonable notice, Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation in accordance with Section 6 hereof.

**13. CLOSING:** Closing shall be defined as the date and time of recording of the Special Warranty Deed (the "Closing"). Closing on the purchase and sale of the Property shall be held at the office of a mutually acceptable title insurance company or settlement agent (the "Settlement Agent"), but Closing shall not necessarily require a meeting of the parties or their representatives but may instead be conducted by delivery of documents to the Settlement Agent. Closing shall take place on or before the day that is Fifteen (15) days from the last day of the Study Period. On the date of the Closing, the Escrow Agent shall deliver the Earnest Money Deposit to the Settlement Agent or to the Buyer in accordance with the terms of this Contract, the instructions of the Settlement Agent or the agreement of the parties. **TIME IS OF THE ESSENCE.**

The Special Warranty Deed is to be made to Buyer.

**14. POSSESSION:** Unless otherwise provided herein, possession of the Property shall be delivered at Closing. Notwithstanding the foregoing, Seller, or its agents, shall be permitted access to the Property for up to fourteen (14) days following Closing for purposes of obtaining final readings of utilities and ensuring the transfer of utilities to Buyer. Further, Buyer acknowledges and agrees that in the event Seller's broker is unable to provide a key to any improvements on the Property at Closing, Buyer will be responsible for changing the locks and obtaining a new key thereto at Buyer's sole cost and expense.

**15. BROKERAGE:** Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions. Except with respect to such commissions paid to such brokers, Buyer and Seller each agree to indemnify, defend and hold the other party harmless from and against any and all claims, damages or liability (including reasonable attorneys' fees) resulting from or relating to their or its breach of the foregoing representation. The terms and covenants of this Section 15 shall survive the Closing.

**16. NOTICES.** All notices required or permitted hereunder shall be given to the parties by certified mail, return receipt requested, or by overnight commercial courier to the addresses shown below:

TO SELLER: Branch Banking and Trust Company  
101 North Cherry Street, Floor 4  
Winston-Salem, NC 27101  
Attention: Eugenia R. Wade  
Senior Vice President

With a copy to: Bell, Davis & Pitt, P.A.  
100 N. Cherry Street, Suite 600  
(which shall not constitute notice) Winston-Salem, NC 27101  
Attention: Leigh C. Bagley

TO BUYER: The Town of Valdese  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Seth Eckard  
Manager

Said notice shall be deemed given in the case of certified mail or overnight courier on the date following the date the same were mailed or placed in the hands of such courier for delivery. The refusal to accept delivery

shall constitute receipt.

**17. RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be returned to Buyer. In the event Buyer does not elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds, by assignment at Closing of any policies of insurance held by Seller, to the extent any such proceeds are available and payable on account of the damage or destruction applicable to the Property being purchased, without any reduction in the Purchase Price. Notwithstanding any provision in this Contract to the contrary, Buyer acknowledges and agrees that Seller is or may be self-insured and maintains a high deductible which may be in excess of the Purchase Price and, as a consequence, no insurance may be in place or available with respect to the Property.

**18. BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer makes the following representations and warranties to Seller, each and all of which shall be true and correct as of the date Buyer executes this Contract and as of the Closing date:

(a) That Buyer is familiar with the source of funds for the Purchase Price of the Property and represents that, to the best of its knowledge after due inquiry and investigation, all such funds derived from legitimate business activities within the United States of America and/or from loans from a banking or financial institution chartered or organized within the United States of America. Buyer shall provide to Seller any and all documents, certifications or other evidence, as may be requested from time to time by Seller in its sole discretion, confirming the source of funds for the Purchase Price (and that such funds derived from legitimate business activities).

(b) That neither Buyer (nor any of the Buyer Affiliates, as hereinafter defined) is subject to sanctions of the United States of America or in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations ("Laws") relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"). As used herein, the term "Buyer Affiliate" shall mean any member, shareholder or partner or related entity or affiliate of Buyer at any level. Neither Buyer nor any Buyer Affiliate is a "Prohibited Person," which term is defined as follows:

i. a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

ii. a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

iii. a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-money laundering Law, including the Executive Order and the Patriot Act;

iv. a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

v. a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or any replacement website or other replacement official publication of such list.

(c) That neither Buyer nor any Buyer Affiliate is (i) conducting any business or engaging in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to the Executive Order, or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act, as of the date of this Contract.

(d) That Buyer shall deliver to Seller any certification or other evidence requested from time to time by

Seller, in its sole discretion, confirming Buyer's compliance with the provisions of Subsections (b) and (c) of this Section 18.

The Buyer's representations and warranties set forth in Subsections (a), (b), (c) and (d) of this Section 18 shall survive the date of the Closing or termination of this Contract. Buyer's representations and warranties contained herein must be true and correct through the date of the Closing, and Buyer's failure to notify Seller prior to the date of the Closing of any inaccuracies shall be a default by Buyer under this Contract. In the event that Seller determines that any representation or warranty in this Section 18 is not true and correct, Seller shall have the right to immediately terminate.

**19. ASSIGNMENTS:** This Contract may not be assigned without the prior written consent of Seller, and, if such consent is obtained and the Contract is assigned, then this Contract shall (a) be binding on the assignee and his or its assigns, heirs and successors, and (b) remain the obligation of Buyer until Closing has occurred.

**20. PARTIES:** This Contract shall be binding upon and shall inure to the benefit of the Buyer and Seller and their heirs, successors and permitted assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

**21. SURVIVAL:** Covenants and agreements contained in this Contract shall be merged in the Special Warranty Deed at Closing and shall not survive the Closing, except that the obligations and/or disclaimers of the parties set forth in Sections 6, 9, 11, 15 and 18 shall survive the Closing indefinitely.

**22. ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. Without limiting the generality of the foregoing, Seller shall not be bound by, nor liable for, any warranties or other representations made by any other person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. If any provision of this Contract shall be in violation of any applicable law, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not invalidate or render unenforceable any other provision hereof. No waiver of any of the provisions of this Contract shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Contract, nor shall it be considered to be a waiver by such party of any other covenant or condition herein.

**23. EXECUTION:** This offer shall become a binding Contract when signed by both Buyer and Seller, the latter date of which shall be the "Effective Date". This Contract is executed under seal and may be executed in two or more counterpart copies, all of which together constitute one and the same instrument and the parties adopt the word "SEAL" beside their signatures below. Delivery of executed copies of this Contract by facsimile or e-mail transmission to the other party hereto shall constitute good and valid execution and delivery by the parties hereto for all purposes.

**24. AUTHORITY:** Buyer and Seller represent and warrant to each other that each has full authority to execute this Contract and that the joinder, consent or approval of any person or entity to this Contract or with respect to the Buyer or Seller's execution of this Contract is not required. If more than one person or entity executes this Contract as the Buyer, then all such persons and entities shall be jointly and severally liable hereunder for all obligations, covenants and agreements of Buyer.

**25. DEFINITION OF "BUSINESS DAY".** For purposes of this Contract, the term "business day" as used herein shall mean all days of the week except Saturday, Sunday and any other days which are declared federal bank holidays in the state of North Carolina. If any period of time ends, or if any act required to be performed, on a day other than a business day, then the applicable period of time shall be deemed to expire, or the date required for the performance for the appropriate obligation shall be deemed to be extended, on the next business day following the applicable date of performance.

**26. GOVERNING LAW.** This Contract shall be interpreted and construed under the laws of the jurisdiction in

which the Property is located.

**27. ATTORNEY'S FEES.** In any litigation or other legal proceeding which may arise between or among any of (a) Seller, (b) Buyer, and (c) any broker claiming a commission for the sale of the Property, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

**28. INDEPENDENT COUNSEL.** Each party acknowledges that it has had the opportunity to have this Contract and the transaction contemplated hereby, reviewed by independent legal counsel of such party's choice, and each party acknowledges that it is entering into this Contract as its free and voluntary act. No provision of this Contract shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

**29. RECORDATION.** Neither this Contract nor any memorandum or other summary of this Contract shall be placed of record under any circumstances except with the prior written consent of Seller, which consent may be withheld at Seller's sole discretion.

**30. NO JOINT VENTURE OR PARTNERSHIP.** This Contract is not intended nor shall it be construed to create a joint venture or partnership between the parties and neither party shall constitute the agent of the other for any purpose.

**31. WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND BUYER ENTERING INTO THIS CONTRACT.

**32. DEED RESTRICTION.** Buyer acknowledges and agrees that the Property shall be conveyed subject to a deed restriction that provides the owner of the Property shall not operate, sell, lease or allow the operation, sale or lease of the Property as or for a Banking Use (the "Use Restriction"). For purposes of the Use Restriction, a Banking Use shall mean a state and/or national bank, national savings bank, national branch banking facility, federally insured credit union, automated teller machine associated with the foregoing ("ATM"), and/or federally chartered savings and loan institution. The Use Restriction shall run with and bind title to the Property and Buyer shall incorporate the Use Restriction by reference in any conveyance or leasehold estate of all or any portion of the Property.

**33. OTHER PROVISIONS AND CONDITIONS:** None.

IF YOU DO NOT UNDERSTAND THIS PURCHASE CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

*[Signature Pages Follow]*

**Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.**

**Buyer:** THE TOWN OF VALDESE,  
a North Carolina municipality

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Seller Signature Page Follows]*

**Seller:** BRANCH BANKING AND TRUST COMPANY,  
a North Carolina banking corporation and successor in  
interest to Western Carolina Savings & Loan, Inc.

By: \_\_\_\_\_ (SEAL)  
Joshua T. Collins, Senior Vice President

Date: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description)

BURKE COUNTY. 060229  
 STATE OF NORTH CAROLINA  
 JAN 17 '89  
 RB. 10719  
 Real Estate Excise Tax  
 175.00  
 1-17-89

FILED  
 LOUISE ANDERSON  
 Book 749 Prop 1173  
 '89 JAN 17 09:40  
*Louise Anderson*  
 REGISTER OF DEEDS  
 BURKE CO., N.C.

Excise Tax 175.00 Recording Time, Book and Page  
 Tax Lot No. .... Parcel Identifier No. ....  
 Verified by ..... County on the ..... day of ....., 19 ....  
 by .....  
 Mail after recording to .....  
 This instrument was prepared by Douglas F. Powell, Attorney, Morganton, NC 28655  
 Brief description for the Index

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED made this 13th day of January, 19 89, by and between

GRANTOR  
 EVELYN M. LUTZ and husband,  
 MARVIN L. LUTZ

GRANTEE  
 WESTERN CAROLINA SAVINGS & LOAN, INC.  
 East Main Street  
 Valdese, NC 28690

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Valdese, Lovelady Township, Burke County, North Carolina and more particularly described as follows:

BEGINNING on an iron pipe stake at the back concrete walk where Carolina Street and Main Street intersects and runs with the back of a six foot concrete walk along the southern margin of East Main Street North  $68^{\circ} 22' 30''$  West 197.89 feet to an established iron pipe which lies North  $0^{\circ} 34'$  East 72.35 feet from the northwest corner <sup>of a two story brick building in the Mitchell and Martinat property line</sup> ~~of a two story brick building in the Mitchell and Martinat property line~~; thence with the Mitchell and Martinat property line South  $14^{\circ} 45'$  West 132.25 feet to a new corner set in pavement in the northern margin of Janavel Avenue, S.E.; thence with the northern margin of Janavel Avenue, S.E. South  $71^{\circ} 30'$  East 194.41 feet to a new corner set in pavement in the northern margin of Janavel Avenue, S.E.; thence with the back of a five foot concrete walk along the western margin of Carolina Street, North  $15^{\circ} 55' 06''$  East 121.30 feet to the point of BEGINNING and containing 0.5687 Acres by DMD's as surveyed by Herman D. Bolick Land Surveying on 9 January 1989.

BACK REFERENCE: See Book 665, Page 804, Burke County Registry.

FURTHER BACK REFERENCE: Book 665, Page 801, Book 17, Page 572; Deed from Henry Grill, Sr. and wife, Louise Grill to Phillip S. Grill and wife, Melissa Grill; and also see Book K-5, Page 33, all of the Burke County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 665, Page 804  
Burke County Registry

A map showing the above described property is recorded in Plat Book ..... page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BY: \_\_\_\_\_  
(Corporate Name)  
\_\_\_\_\_  
President  
ATTEST: \_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

*Evelyn M. Lutz* (SEAL)  
EVELYN M. LUTZ  
*Marvin L. Lutz* (SEAL)  
MARVIN L. LUTZ  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

NORTH CAROLINA, Burke County.  
I, a Notary Public of the County and State aforesaid, certify that Evelyn M. Lutz and Marvin L. Lutz Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 16th day of January, 1989.  
My commission expires: 7-18-93 *Vicky Hildebran* Notary Public

SEAL-STAMP  
NORTH CAROLINA, \_\_\_\_\_ County.  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that \_\_\_\_\_ he is \_\_\_\_\_ Secretary of \_\_\_\_\_ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
My commission expires: \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of Vicky Hildebran N.P. Burke Co NC

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.  
*Kenn Anderson* REGISTER OF DEEDS FOR Burke COUNTY  
By *Elizabeth Cooper* Deputy/Assistant - Register of Deeds

N. C. Bar Assoc. Form No. 3 © 1976, Revised © 1977 — James Williams & Co., Inc., Box 127, Yadkinville, N. C. 27055  
Printed by Agreement with the N. C. Bar Assoc. — 1981



**EXHIBIT B**

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \_\_\_\_\_  
Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
By: \_\_\_\_\_

Mail/Box to: \_\_\_\_\_

This instrument was prepared by: Leigh C. Bagley (No Title Search Requested or performed)

Brief description for the Index: \_\_\_\_\_

THIS DEED made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

GRANTOR	GRANTEE
BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc. P.O. Box 1220 Winston-Salem, NC 27102	THE TOWN OF VALDESE, a North Carolina municipality

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the Town of Valdese, \_\_\_\_\_ Township, Burke County, North Carolina and more particularly described as follows:

**See Exhibit "A" attached hereto and incorporated herein by reference (the "Property").**

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES,

ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, OR (VII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY LOCAL, STATE OR FEDERAL AGENCIES, LAWS AND REGULATIONS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS. GRANTEE ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE, EXCEPT FOR THE WARRANTY OF TITLE EXPRESSLY SET FORTH IN THIS DEED.

Grantee acknowledges and agrees that the Property is conveyed subject to the following use restriction: From the date of the recording of this Deed, Grantee, its successors, assigns, tenants and all others with an interest in the Property shall not operate, sell, lease or allow the operation, sale or lease of the Property as or for a Banking Use (the "Use Restriction"). For purposes of the Use Restriction, a Banking Use shall mean a state and/or national bank, national or regional savings bank, national or regional branch banking facility, federally insured credit union, automated teller machine associated with the foregoing ("ATM"), and/or federally chartered savings and loan institution. The Use Restriction shall run with and bind title to the Property and the Grantee, its successors, assigns, tenants and all others with an interest in the Property shall incorporate the Use Restriction by reference in any conveyance or leasehold estate of all or any portion of the Property.

The Property was acquired by Grantor by instrument recorded in Book \_\_\_\_ page \_\_\_\_.  
All or a portion of the Property herein conveyed \_\_\_\_ includes or \_\_\_\_ does not include the primary residence of a Grantor.  
A map showing the Property is recorded in Plat Book \_\_\_\_ page \_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor only, other than the following exceptions:

Ad valorem property taxes for the current and subsequent years (prorated through the date of Closing), easements, rights of way, restrictions and conditions of record and matters visible from an inspection of the Property or reflected on an accurate survey of the Property, any local, county, state, or federal laws, ordinances or regulations relating to zoning, environment, subdivision, occupancy, use, construction or development of the Property, including existing violations of said laws, ordinances or regulations

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GRANTOR:

BRANCH BANKING AND TRUST COMPANY, a  
North Carolina banking corporation and successor in  
interest to Western Carolina Savings & Loan, Inc.

By: \_\_\_\_\_ (SEAL)  
Eugenia R. Wade, Senior Vice President

[NOTARY ON FOLLOWING PAGE]

---

State of North Carolina - County of Forsyth

I, the undersigned Notary Public of the County of Forsyth and State aforesaid, certify that Eugenia R. Wade personally came before me this day and acknowledged that she is the Senior Vice President of Branch Banking and Trust Company, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

(Affix Seal)

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Notary's Printed or Typed Name

**EXHIBIT C**

NORTH CAROLINA        )  
                                  )  
FORSYTH COUNTY        )

**OWNER’S AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Eugenia R. Wade, Senior Vice President of Branch Banking and Trust Company, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc. (the “Company”), owner of the property hereinafter described, to me personally known, who, being duly sworn on her oath, does say, for and on behalf of said Company, that the Company is the owner of the property hereinafter described and that at no time within 120 days of the date hereof, no person(s), firms(s), and/or corporation(s) have furnished any services, labor, or materials, or placed materials on the hereinafter described property by reason of any act of Company, which have been used, or to be used, in any construction or repair of any improvements located thereon, and that the Company has not taken any action resulting in any mechanics' or materialmen's liens against said property and, to the best of Company's knowledge, there are no claims outstanding which would entitle the holder thereof to claim a lien against the property.

Further, that there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements imposed against the property by the Company affecting any fixture or any cabinets, mantels, awnings, doors or windows or screens therefor or any plumbing, lighting, heating, cooking, refrigeration, ventilating or air conditioning equipment or apparatus used separately or in combination as packaged units or installations in connection with the improvements located on the hereinafter described property, and

That this affidavit is made for the purpose of having \_\_\_\_\_ issue its policy or policies insuring the title to said property without exception to claim(s) of mechanics or materialmen, and/or laborers, and the Company does hereby agree to indemnify and hold \_\_\_\_\_ harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said \_\_\_\_\_ shall or may suffer or incur or become liable for under its said policy or policies arising, directly or indirectly, out of any improvements, repairs, or other construction by or at the request of Company on the property hereafter described or on account of any such mechanics' or materialmen's lien or liens or claim or claims.

The real estate improvements referred to herein are situated in the County of Burke, State of North Carolina, and are briefly described as:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE.**

IN TESTIMONY WHEREOF, the said Eugenia R. Wade, Senior Vice President of Branch Banking and Trust Company, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc., has caused this instrument to be executed on the day and year first above written on behalf of the Company.

BRANCH BANKING AND TRUST COMPANY,  
a North Carolina banking corporation and successor  
in interest to Western Carolina Savings & Loan, Inc.

By: \_\_\_\_\_ (SEAL)  
Eugenia R. Wade, Senior Vice President

Forsyth County, North Carolina

Signed and sworn to before me this day by Eugenia R. Wade, Senior Vice President of Branch Banking and Trust Company, a North Carolina banking corporation and successor in interest to Western Carolina Savings & Loan, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary

Printed Name: \_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

(Official Seal)

# VALDESE POLICE DEPARTMENT

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

---

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

May 30, 2018

Memo:

To: Mayor, Council and Town Manager  
From: Chief Moss  
Subject: Speed limit on Hoyle Street

Recently, my officers brought to my attention of an issue with the speed limit signs on Hoyle Street. The northbound lane speed limit sign is posted with a 25 mph sign and the southbound lane is posted at 35 mph.

I contacted the Department of Transportation and according to Bucky Galloway, the state records indicate the speed limit is 35 mph on Hoyle Street. Hoyle Street has been posted at 25 mph for many years. Due to an accident recently, the state replaced the southbound 25 mph sign with a 35 mph sign.

Upon requesting the state to replace the 35 mph sign with a 25 mph sign, I was advised the city would have to have an ordinance reducing the speed limit to 25 mph. Once the ordinance is enacted, a municipal certification could be signed by our Town Clerk and sent to the state to have the 35 mph sign replaced with a 25 mph sign.

I am respectfully requesting council to consider the ordinance presented by Marc Mitchell.

AN ORDINANCE SETTING  
THE SPEED LIMIT FOR HOYLE STREET AT 25 MPH

WHEREAS, there has been some question as to whether the speed limit for Hoyle Street is 25 mph for both north and south bound lanes; and

WHEREAS, the town council intends that the speed limit for Hoyle Street be 25 miles per hour, and it is therefore adopting this ordinance in order to confirm that the speed limit for Hoyle Street, both north and south bound, shall be 25 miles per hour;

NOW, THEREFORE, be it ordained by the Valdese Town Council that Hoyle Street is added to Appendix I, Section 116, of the Code of Ordinances, the section where streets with a 25 mile per hour speed limit are listed.

This ordinance shall become effective upon adoption.

ADOPTED this 4<sup>th</sup> day of June, 2018.

TOWN OF VALDESE

By: \_\_\_\_\_  
John F. Black, Jr.

ATTEST:

\_\_\_\_\_  
TOWN CLERK

(corporate seal)

## **CHAPTER 2. - ANIMALS**

### **ARTICLE A. - GENERAL**

#### **Sec. 8-2001. - Title.**

This chapter shall be known as the Animal Control Ordinance of the Town of Valdese or simply as the Animal Control Ordinance.

#### **Sec. 8-2002. - Authority.**

This chapter is adopted under the authority and provisions of the general ordinance making power set out in G.S. 160A-174 as well as the specific authority granted in G.S. 160A-182, G.S. 160A-186, G.S. 160A-187 and G.S. chapter 67.

#### **Sec. 8-2003. - Jurisdiction.**

These regulations and the requirements of this chapter shall apply and be enforceable throughout the corporate limits of the Town of Valdese.

#### **Sec. 8-2004. - Purpose and intent.**

The purposes of this chapter are to promote the public health, safety and general welfare of the citizens of the Town of Valdese and to ensure the humane treatment of animals by regulating the care and control of animals within the town.

It is the town's intent to fairly but effectively and diligently enforce the provisions of this chapter.

#### **Sec. 8-2005. - Definitions.**

For the purpose of this chapter, the following terms are defined:

*Animal.* Any live creature, wild or domestic, male or female except humans. Animals include, but are not limited to, dogs, cats, livestock and other mammals, birds, chickens, reptiles, amphibians and fish.

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

*Animal shelter.* Any facility operated by the town, solely or jointly, or used by the town under a contractual arrangement, for the temporary care, confinement and detention of animals or the humane killing or other disposition of animals when appropriate. The term includes any animal shelter operated by Burke County or any animal shelter operated by any private or public entity, if the services of that shelter are used by the town.

*Cat.* A domestic feline of either sex.

*Cloven hoofed animal.* A cloven hoofed animal, equine or other similar livestock such as horse, mule, pony, cow, goat or sheep, including miniature or novelty breeds of such animals. Also called livestock, but it does not include swine.

*County rabies ordinance.* Any ordinance by whatever title adopted by Burke County for the purpose of controlling rabies.

*Dangerous (Vicious) animal.* Any animal that because of its aggressive nature, breeding, training or characteristic behavior, presents a risk of serious physical harm or death to human beings or would constitute a danger to human life, physical well-being or property if not kept under the direct control of the owner. The term "dangerous animal" is intended to include the term "dangerous dog" or "potentially dangerous dog" as defined by G.S. 67-4.1(a)(1), but this definition shall not apply to dogs used by law enforcement officers in the performance of their duty.



*Dog.* A domestic canine of either sex.

*Domestic or domesticated animal.* Animals that are customarily kept for the company, pleasure, or enjoyment within the home or yard such as domestic dogs, domestic cats, domestic tropical birds, domestic rodents, domestic rabbits, and domestic fish.

*Exposed to rabies.* Any animal or human that is bitten by or exposed to any animal known or suspected to have been infected with rabies.

*Guard or attack dog.* A dog trained to attack on command or to protect persons or property and who will cease to attack upon command.

*Harboring an animal.* An animal shall be deemed to be harbored if it is fed or sheltered for seven (7) days or more unless the animal is being boarded for a fee in a properly licensed kennel.

*Health director.* The Director of the Burke County Health Department.

*Impounded or impoundment.* Taking an animal into custody by an animal control officer or any other authorized representative of the Town of Valdese, including any animal captured in a trap placed by or under the direction of an animal control officer.

*Inoculation.* The vaccination of a dog or cat by a licensed veterinarian or under the supervision of a licensed veterinarian with rabies vaccine approved by the United States Bureau of Animal Industry, the North Carolina Department of Agriculture or the North Carolina State Board of Health.

*Kennel.* Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling of domestic animals.

*Livestock.* See *cloven hoofed animal*.

*Muzzle.* A device constructed of strong, soft material or of metal, designed to fasten over the mouth of an animal to prevent the animal from biting any person or other animal.

*Neutered male.* Any male dog or cat that has been rendered sterile by a surgical procedure.

*Owner.* Any person having temporary or permanent custody of an animal, including an individual who harbors, has a legal or possessory interest in or actually cares for a particular animal.

*Pasture.* An auxiliary fenced area with sufficient grass for grazing.

*Premises.* A particular portion of real estate such as a house and lot, a building or a defined part of a building such as a condominium or an apartment.

*Provocation.* Any action designed to goad, enflame, instigate or stimulate an aggressive response from an animal; except that the action of a child age seven (7) or under cannot be provocation.

*Running-at-large or at large.* An animal that is off the premises of its owner and is not on a leash or under physical restraint of a person who is physically capable of restraining the animal.

*Service Animal.* A dog that been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

*Shelter.* See *animal shelter*.

*Spayed.* A female dog, cat or animal that has been rendered sterile by surgical means.

*Stray.* Any animal at large without identification of ownership or a readily ascertainable owner.

*Swine.* Any hog, pig, male or female, regardless of age, breed or size including miniature, novelty or special breeds of any pig or hog.

*Wild or exotic animal.* Any animal that would ordinarily be confined to a zoo or that can normally be found in the wild state including, but not limited to, monkeys, non-human primates, raccoons, skunks, foxes, lions, leopards, panthers, tigers, wolves, deer, bear, bobcats, etc. The term "wild animal" does not include domestic dogs unless crossbred with a wolf, coyote or jackal or other similar animal or domestic cats, unless crossbred with a wild cat, fish confined in an aquarium, bird kept indoors in a cage, or an insect.

**Sec. 8-2006. - Responsibility.**

- (a) *Animal owners.* Every owner of a dog, cat or other animal shall be responsible for its acts and the results of its acts.
- (b) *Conditions.* Every property owner, tenant or occupant of any premises shall be fully responsible for the conditions occurring on their property, including odors, noise or other unsanitary conditions associated with dog lots, animal pens, pastures or other facilities used to house or confine any animal.
- (c) *Negligence.* This chapter is intended to impose a public duty upon the owner of an animal or animals to prevent those animals from attacking or causing injury to other people, other animals and other property. Owners have the duty to promote the health, safety and welfare of other citizens, and a violation of any duty imposed under this chapter shall be considered as negligence which may give rise to damages for personal injuries or damage to personal property in a civil action as permitted by law.

**Sec. 8-2007. - Interference.**

It shall be unlawful for any person to hinder or interfere with an animal control officer or any other person charged with the enforcement of this chapter in the performance of their official duties.

**Sec. 8-2008. - Concealment.**

It shall be unlawful for any person to conceal any animal for the purpose of evading the requirements of this chapter, especially the rabies inoculation requirement. Further, it shall be unlawful for the owner of an animal to refuse to show proof of a rabies inoculation upon the request of any animal enforcement officer.

**Sec. 8-2009. - Exemptions.**

- (a) The prohibition in this chapter on the number of animals or the kinds or species of animals that may be kept or maintained within the town shall not apply under the following circumstances:
  - (1) Lawfully operated and located pet shops; however, once an animal is purchased from a pet shop, the keeping or maintaining of the animal shall be subject to all of the provisions of this chapter unless such animal is immediately removed from the town;
  - (2) A lawfully operated and located zoological garden (zoo) provided such zoo is accredited by the appropriate association normally issuing or establishing the standards for the operation of a zoo;
  - (3) A veterinarian keeping such animals for the purpose of providing professional medical treatment;
  - (4) A lawfully operated and located scientific research laboratory, a circus, a wildlife rehabilitator with the proper permits, or an exhibitor licensed by the United States Department of Agriculture displaying such animals for educational purpose;
  - (5) A food processing plant provided the animals kept or maintained are for the purpose of the operation and provided further that the operation is otherwise lawfully operated;
  - (6) An institution of higher learning that is keeping a limited number of farm animals (pigs, chickens or goats) as an essential part of an animal science educational program in accordance with the adopted curriculum of the State of North Carolina provided such animals are maintained in a fenced pen or enclosure, and at least one thousand (1,000) feet from the nearest residence and provided further that such animals are not maintained for commercial or production purposes.
  - (7) Animals boarded in a kennel; or
  - (8) A service animal under the control of the dog's handler.
- (b) The exemptions noted above shall apply only when the animals are maintained in a manner so as to prevent escape and only to the number of animals and the type or species of animals kept or maintained. Provisions of this chapter dealing with animal treatment and abuse, nuisances, the kinds

and types of pens, closures and other structures or places where animals are kept, sanitary conditions and other similar provisions shall continue to apply even to exempt activities.

**Sec. 8-2010. - Reserved.**

**ARTICLE B. - ADMINISTRATION**

**Sec. 8-2011. - Supervision.**

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

**Sec. 8-2012. - Duties.**

In general, the Department of Public Works and the personnel assigned responsibilities under this chapter shall:

- (a) Enforce and carry out not only the provisions of this chapter but also any other ordinance pertaining to animal control matters as well as to all state laws dealing with animals, specifically including G.S. Chapter 67,
- (b) Investigate complaints concerning all matters subject to this chapter,
- (c) Impound dogs or other animals when appropriate,
- (d) Issue civil citations and initiate other proceedings for the purpose of securing compliance with this chapter,
- (e) Assist in preventing the cruelty to animals and protecting animals from unnecessary neglect or abuse, and
- (f) Participate in the management and operation of an animal shelter or other impoundment facility, as directed by the Town Manager of the Town Council or both.

**Sec. 8-2013. - Personnel.**

The Director of Public Works may appoint animal control officers and assign such personnel as is necessary to effectively administer this chapter.

**Sec. 8-2014. - Policies.**

The Director of Public Works, with the consent of the Town Manager, may issue and implement policies necessary or convenient for the orderly administration of this chapter including requirements concerning uniforms, the possession and use of weapons, use of vehicles, use of tranquilizer guns, and the manner of impounding animals. Further, the Director of Public Works, with the consent of the Town Manager, may also issue and implement policies concerning the adoption and redemption of animals, the manner and method of destroying or disposing of animals, methods of investigation, the entry into premises with or without search warrants and all other matters pertaining to this chapter. However, all policies and procedures shall be in writing and shall be consistent with the terms and provisions of this chapter.

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

extent possible, policies issued by the Director of Public Works shall be consistent with the policies of that facility.

**Sections 8-2015—8-2020. - Reserved.**

**ARTICLE C. - PROHIBITED ACTS AND CONDITIONS**

**Sec. 8-2021. - Cruelty to animals.**

The abuse of or cruel or inhumane treatment of any animal is prohibited. Without limiting the type of acts, omissions and neglect that may be considered as cruel and inhumane treatment, the acts and conditions set forth in this section shall be unlawful, but other acts or neglect that injures or abuses any animal shall also be prohibited.

- (a) *State law.* Any act, neglect or failure to act that violates any laws set forth in G.S. 14-360 through G.S. 14-363.3, or any amendments thereto or any other law enacted by the State of North Carolina or any regulation issued pursuant to such law that governs cruelty to animals shall be unlawful. It is intended that all such laws shall be incorporated into and made a part of this chapter to the same extent as if such laws were specifically included herein, and any violation of such laws shall likewise be a violation of this chapter.
- (b) *Care.* No owner of an animal shall refuse or fail to provide such animal with sufficient, wholesome and nutritious food, potable water and veterinarian care when needed to prevent suffering, nor shall such person unnecessarily expose an animal to hot, stormy, cold or inclement weather and conditions that are likely to harm the animal.
- (c) *Abandonment.* It shall be unlawful for any owner to abandon an animal within the town.
- (d) *Abuse.* No person shall willfully or maliciously strike, beat, abuse or intentionally run down with a vehicle any animal or otherwise engage in any act to cause or inflict unnecessary pain, injury, suffering or death to an animal except that reasonable force may be used to drive away a trespassing animal and reasonable force (including deadly force) may be used for self-defense from a vicious, menacing or attacking animal.
- (e) *Poison.* No person shall poison any animal or knowingly leave any poisonous substance of any kind or ground glass or other similar material in any place with the intent to injure any animal.
- (f) *Exhibition.* It shall be unlawful for any person to exhibit or to display pets, animals, birds or fowl for sale or entertainment in any manner that endangers the safety of the animal or that causes the animal to act in a manner unnatural for the particular species.

**Sec. 8-2022. - Nuisances.**

- (a) *Animal waste.* It shall be unlawful for the owner of an animal to allow the animal to defecate or deposit any excretory matter (waste) in any public park, public playground, greenway, ball field or on any public street, sidewalk, public parking area (including islands and landscaped areas) or other public area unless such owner immediately removes the animal waste (feces or solid excretory matter) using a plastic bag or other suitable container and deposits the same in a receptacle suitable for such purpose.
- (b) *Other prohibitions.* The keeping or maintaining of animals on any property located within the corporate limits of the town in such a manner or under such circumstances that the animal or its pen or enclosure, or both, is a nuisance or becomes a menace to the public health and safety is prohibited. In determining what acts or what conditions may constitute a nuisance, the standard of "a reasonable man or woman under the same or similar circumstances" shall be used. Without limiting the acts and conditions that may be or become a nuisance, the following particular acts, failure to act, neglect or circumstances shall be construed as being in violation of this section and therefore prohibited:
  - (1) Any animal that is repeatedly found running at large;

- (2) Any animal found to be in any section of a public park, ball field or recreational facility where the presence of animals is prohibited either by ordinance or by posted rules and regulations (signs) or within any town sponsored public festival or event when the presence of animals is prohibited by ordinance or by posted rules or regulations;
- (3) Any animal in any section of a public park, ball field or public recreation area unless the animal is controlled by a leash or other physical restraint by a person who is physically capable of restraining such animal;
- (4) Any vicious or dangerous animal in any public park, ball field, recreation area or other public area;
- (5) Any animal that damages, soils, defiles or defecates on any property other than that of its owner or other person having its care or custody;
- (6) Any animal that makes loud or disturbing noises, including, but not limited to, continued or repeated howling, barking, whining or other utterances causing unreasonable annoyance, disturbance and discomfort to neighbors or to others in close proximity to the premises where the animal is kept or harbored;
- (7) Any animal that causes fowling of the air by noxious or offensive odors causing unreasonable annoyance, disturbance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored;
- (8) Any animal that is in heat and is not confined so as to prevent attraction to or contact with other animals;
- (9) Any animal, whether or not the animal is on the property of the owner, that without provocation attacks, snaps at, bites or attempts to bite another person; however, for purposes of applying this section, a child under seven (7) years of age cannot be guilty of provocation;
- (10) Any animal that repeatedly chases, snaps at, attacks or barks at pedestrians, bicyclists or vehicles of any kind on any public street, sidewalk or other public area;
- (11) Any animal that bites or attacks other domestic animals;
- (12) The keeping of any animal in a manner that causes unsanitary conditions in the pen or enclosure or other surroundings where the animal is kept or harbored;
- (13) Any situation that is offensive or dangerous to the public health, safety and welfare or that interferes with the right of nearby property owners to the use and enjoyment of their property because the number of animals maintained at a single residence or place greater than the single residence or place is capable of maintaining, or because the facilities at the single residence or place is inadequate for the number of animals maintained at such location;
- (14) Any pen, lot, dog run or enclosure where animals are kept or harbored that emits foul odors because of animal waste or other similar conditions;
- (15) Any diseased, injured or suffering animal that is not being properly treated by a veterinarian or other qualified person for such disease or injury;
- (16) The keeping of any wild or exotic animal except as specifically permitted and in strict compliance with the terms and conditions of this chapter; or
- (17) Any animal that repeatedly turns over trash cans on either public or private property.

#### **Sec. 8-2023. - Animal bites.**

It shall be unlawful for any owner of an animal to allow or permit that animal to bite another person unless the animal has been subject to provocation or unless the animal is protecting its premises from a trespasser who has wrongfully entered the premises (however, for purposes of applying this section, a child seven (7) years of age or under cannot be guilty of trespass) or unless the animal is defending its owner from an unlawful attack by the victim. Likewise, it shall be unlawful for the owner of an animal that has bitten, attacked or threatened a human or another domestic animal to allow the animal to remain at large.

**Sec. 8-2024. - Beekeeping.**

It shall be unlawful for any person keeping bees to fail to control the flight path of the bees on their premises so that, as a result, a flight path of the bees interferes with the rights of the owners of adjacent property to the use and enjoyment of their property.

Further, it shall be unlawful for any person to fail to have on their premises an adequate supply of water for their bees. The water supply shall be in the vicinity of the beehives and shall be closer to the beehives than any water on any adjoining property. The water shall be available year-around.

**Sec. 8-2025. - Dead animals; burial.**

- (a) It shall be unlawful for any person to leave or place the carcass of any dead animal owned by or under the care, custody or control of that person upon any street, alley or lot or to allow such animal to remain unburied. Further, no property owner shall permit the carcass of a dead animal to remain on his or her property without burial for more than twenty-four (24) hours after the property owner learns of the death of the animal.
- (b) Dogs, cats and other small animals shall be buried at least eighteen (18) inches under the surface of the ground and larger animals shall be buried at least three (3) feet under the surface of the ground. Animals shall not be buried within public easements or rights-of-way or near power lines and other underground utilities.
- (c) The Public Works Department is not responsible for the disposal of any dead animal.

**Sec. 8-2026. – Festivals and Concerts.**

It shall be unlawful for any owner of an animal to allow the animal to enter into or remain within the boundaries of a town sponsored festival or concert unless authorized by the Town Manager. The festival or concert boundary shall include any area that is a part of the festival or concert and shall include any public street, sidewalk or other publicly owned area within the confines of such festival or concert, except that this section shall not apply to those animals that are part of an authorized exhibit or attraction approved by the promoters of the festival or concert.

**Sec. 8-2027. - Strays and at large.**

- (a) *Strays*. It shall be unlawful for any person to harbor, feed or keep in possession by confinement or otherwise any animal that does not belong to that person except with the consent of the owner or unless such person has within the next business day notified the Department of Public Works of such stray animal.
- (b) *At large*. It shall be unlawful for an owner of an animal to allow or permit such animal to run or be at large within the town.

**Sec. 8-2028. - Wild or exotic animals.**

- (a) It shall be unlawful for any person to own, keep, maintain, possess or have under the person's control any venomous reptile or any wild or exotic animal as defined in this Section 8-2005, except that the provisions of this section shall not apply to a lawfully operated zoo, scientific research laboratory or circus, or to any veterinarian keeping such animals for the purpose of providing professional medical treatment, nor shall it apply to wildlife rehabilitators with proper permits provided that the animals are maintained in quarters constructed to prevent any escape. Any wild or exotic animal so confined must be kept, housed and cared for in facilities that meet the regulations issued by the North Carolina Wildlife Resources Commission, the minimum standards under the Federal Animal Welfare Act, and all applicable rules issued by the United States Department of Agriculture.
- (b) Notwithstanding this section, the following wild or exotic animals may be kept and maintained subject to the permit requirements stated below:

Non-human primates weighing less than fifteen (15) pounds at maturity;

Other mammals weighing less than forty (40) pounds at maturity;

Birds weighing less than fifteen (15) pounds at maturity; and

Non-venomous reptiles less than six (6) feet in length.

(c) *Permits.* Every owner of a wild or exotic animal, not otherwise prohibited by this section, shall be subject to the following requirements:

(1) *Permits required.* No person may keep or possess a wild or exotic animal in the town without first obtaining all permits required by the federal or state governments for keeping such animal and obtaining the permits as required by this subsection.

(2) *Application.* The owner of any wild or exotic animal must first complete a registration application which shall be supplied by the Town Public Works Department. The application, once completed, shall contain the following information:

- a. Name, address, telephone number and any e-mail address of the applicant;
- b. Description of the animal, including species, sex, and expected mature body weight and length or height;
- c. Street address of the premises where the animal will be kept;
- d. Copies of any federal or state permits or licenses required for the keeping of such animal, and
- e. Proof of the applicant's ability to respond in damages for any bodily injury or death of any person, or for damages to property of any person other than the owner that may result from the ownership, keeping or maintenance of such animal. Such proof of ability to respond in damages may include a certificate of insurance, an appropriate surety bond, or other sufficient proof reasonably satisfactory to the Public Works Director.

#### **Sec. 8-2029. – Animal Keeping.**

(a) Purpose and Definitions

(1) The purpose of this section is to regulate the keeping of a horse, mule, goat, cattle, fowl and other birds that are not part of a bona fide farming operation.

(2) *“Fowl” and “Birds” include the following:* Chickens, game hens, geese, ducks, swans and other birds typically used as food. This definition for the purpose of animal keeping does not include parrots, parakeets, and other non-food birds.

(b) Prohibitions.

(1) Horses, mules, goats, cattle, all other types of livestock, fowl and other birds shall not be permitted within the town limits, except as provided in this section.

(c) Exceptions

(1) Horse.

- a. The keeping of horses is permitted in the R-12 Residential District provided the following conditions are met:
  - i. Minimum of three acres of property is available for each horse;
  - ii. The part of the property where the horse is kept shall be completely enclosed by fence; and

iii. Any stable, stall, barn or other structure within the town where a horse is kept shall be located at least one hundred (100) feet from the nearest street or sidewalk and at least one hundred (100) feet from any nearby dwelling house or any building used for commercial or other purposes, except that a dwelling house occupied by the owner of the animal or animals and his or her family may be located within one hundred (100) feet of any stable, stall, barn or structure.

(2) Chickens.

- a. The keeping of chickens is permitted in the R-8, R-12, and R-12A Residential Districts, provided the following conditions are met:
- i. Maximum number of chickens on the property, 10;
  - ii. No Roosters are allowed;
  - iii. Placement of the pen shall be in the rear yard only;
  - iv. No free range (chickens are penned at all times);
  - v. Pens shall be minimum of 100 feet from all adjoining residences;
  - vi. Pens shall be minimum of 50 feet from all property lines; and
  - vii. Comply with all applicable provisions of the Animal Control Ordinance (Ex. cleanliness, odor).

(3) Keeping Domestic Pets.

In all zones where dwelling units are allowed, domestic animals are allowed to be kept as household pets as follows: Up to an aggregate of six domestic animals per dwelling unit is permitted subject to the restrictions set forth in Section 8-2030 of the Animal Control Ordinance; provided, however, birds (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodents (rat, hamster, gerbil, etc.) and tropical fish are excluded from the numerical limitations.

**Sec. 8-2030. – Number of Dogs and Cats Allows.**

(a) The keeping of more than six (6) dogs or cats or any combination thereof, 16 weeks old or older, is prohibited. The keeping of more than three (3) but fewer than seven (7) dogs or cats or any combination thereof, 16 weeks old or older, shall be allowed only upon issuance of a written permit by an animal control officer. The procedure for obtaining a permit shall be as follows:

(1) The applicant shall first pay a permit fee in the amount of \$25.

(2) The applicant shall submit an application for a permit that shall contain the following information and documentation:

- a. location and size of the lot where the dogs and/or cats will be kept;
- b. size and nature of the construction of the primary structure or housing facility where the animals will reside;
- c. the breeds of the dogs and the breeds of the cats;
- d. the number of dogs and the number of cats;
- e. purpose of keeping the dogs and/or cats (i.e., pets, breeding, training);
- f. whether the keeping of the dogs and/or cats will be on a temporary (30 days or less) or permanent (excess of 30 days) basis;
- g. whether the dogs and/or cats will be kept primarily indoors or outside;
- h. the sex of the dogs and/or cats and whether they are spayed or neutered;
- i. the name and address of the owner of the animals, the person in charge of keeping the animals and the owner of the property where the animals will be kept.



(3) Upon receipt of an application, an animal control officer shall make an inspection of the subject premises. The animal control officer may solicit comments from other interested parties, including adjoining property owners. The animal control officer shall grant a permit only if the animal control officer makes the following findings:

- a. Barking, howling or other noise from the dogs or noise from the cats will neither disrupt the peace and quiet of the neighborhood nor otherwise interfere with the adjacent property owners' reasonable use and occupancy of their property and the peaceful enjoyment thereof.
- b. Any smell, odor or unsanitary condition caused by the dogs or cats will not unreasonably interfere with the adjacent property owners' use and peaceful enjoyment of their property.
- c. There is no reason to believe that the dogs or cats are carriers of any disease or pose any health problem or exposure to disease for occupants of adjacent property or to pets maintained on adjacent property.
- d. The keeping of the dogs and/or cats is not likely to become a nuisance.
- e. The lots, pens, runs or other structures in which the animals are to be kept are located in a place that is not unsightly to the neighbors and unlikely to result in odors or unreasonably loud noises that interfere with the right of the neighbors to the peaceful use and enjoyment of their property.

In making the findings required above and in determining whether the keeping or maintaining of dogs and/or cats will constitute a violation of this chapter or any other ordinance, the standard of "a reasonable man or woman under the same or similar circumstances" shall be applied.

(4) Each permit shall require the signed authorized consent of the permittee and any other persons whose consent is required in order to authorize an animal control officer's inspection of the premises at which the animals are kept at reasonable times. The permit shall specify the number of dogs or cats or combination thereof, sixteen (16) weeks old or older, permitted to be kept on the property. The permit may have additional conditions attached to it to ensure the continuing compliance with this chapter and the required findings set out above. Such conditions may include, but are not limited to:

- a. Requiring dog houses, lots, pens and other similar enclosures for cats to be set back from the property line for a distance not to exceed fifty (50) feet to ensure that such enclosures are located in an area least likely to adversely affect adjacent properties.
- b. Requiring fences, screening devices or other buffer areas, including natural vegetative screening (shrubbery and low growing trees), to ensure that unsightly conditions are not visible from adjacent property or from the nearest street.
- c. Requiring that dilapidated and unsightly pens, enclosures and structures be repaired and maintained and that such structures be built of materials normally associated with the keeping or maintenance of animals.
- d. Requiring routine cleaning and appropriate offsite disposal of litter, excrement and other objectionable material created by the keeping of dogs and cats.

Persons issued a permit shall be given a reasonable period of time, not to exceed ninety (90) days, within which to comply with any special conditions imposed in the permit, depending on how extensive the repairs and construction of enclosures will be and the expense of compliance.

(5) The permit issued pursuant to this section shall be a one-time permit which shall remain in full force and effect so long as the applicant and holder of the permit shall remain in compliance with the requirements of the permit, this chapter and the Town Code.

(6) No permit issued pursuant to this section shall be a defense to any action brought pursuant to Section 8-2022. The animal control officer may refuse to issue a permit, and after having issued a permit, may revoke the permit upon finding any of the following:

- a. Any material misrepresentation in the application for a permit.

- b. Any willful violation by the applicant or permittee of this chapter or of the Animal Welfare Act, G.S. 19A-20 et. seq.
- c. Any violation of the terms and conditions of the permit issued pursuant to the terms of this chapter.
- d. Any violation of federal, state or local laws that relate to animals, zoning, nuisances or the condition of the property.

(7) Upon revocation of a permit, the dogs and/or cats in violation of this section must be removed for the lot within seven (7) days from the date the permittee is notified of the revocation.

(8) Any denial of an application for a permit shall be in writing and shall specify in detail the reasons for the denial and, if appropriate, how any deficiencies may be remedied.

#### **ARTICLE D. - LICENSE AND PERMITS**

##### **Sec. 8-2031. – 8-2033 Reserved**

##### **Sec. 8-2034. - Rabies.**

It shall be unlawful for any person to own, harbor, possess or have in their care, custody or control any dog or cat, or any other animal that is over four (4) months of age that is required by law to be vaccinated and that has not been vaccinated against rabies in accordance with the requirements of the county rabies ordinance. The inoculation tag issued at the time of the inoculation shall be worn or displayed on the animal at all times or be immediately available to and promptly displayed by the owner or the person having the care, custody or control of such animal. Impounded animals or other animals in the custody or control of the animal shelter or animal enforcement officers that have not been inoculated or are not wearing the required rabies tag shall be inoculated as required by law.

##### **Sections 8-2035—8-2040. - Reserved.**

#### **ARTICLE E. - MISCELLANEOUS REGULATIONS**

##### **Sec. 8-2041. - Dangerous animals.**

- (a) *Purpose.* The purpose of this section is to protect people, especially the elderly and the young, from the injury caused by dangerous animals. This section is intended primarily to apply to dogs that bite or menace people but under appropriate circumstances can apply to an aggressive cat or any other animal that exhibits vicious characteristics.
- (b) *Prohibited.* It shall be unlawful for any person to own, harbor, keep or possess within the town, any animal that has been declared to be dangerous in accordance with the procedures of this section unless such animal is being kept in strict compliance with the conditions of release, if any, issued as a part of the order of the animal control officer declaring the animal to be dangerous.
- (c) *Construction.* This section is intended to establish a procedure for dealing with particularly dangerous dogs or other animals. Nothing in this section shall be construed to create a presumption that a dog or other animal that bites other people is permitted just because it has not been declared to be a dangerous or a potentially dangerous animal. Instead, this section is intended to set up special procedures and safeguards for animals that are especially dangerous.
- (d) *Initiation of proceedings.* An animal control officer or any other adult person may request that an animal be classified as dangerous or as potentially dangerous as defined in this chapter by submitting a written complaint on the form issued by the Public Works Director. Upon receipt of the complaint, the owner shall be notified that a complaint has been filed and that an investigation into the allegations set forth in the complaint will be conducted.

- (e) *Summary impoundment.* If during the initial investigation the animal control officer or other person conducting the investigation has credible evidence to believe that the animal is a dangerous or potentially dangerous animal and that the animal is not or cannot be adequately confined by the owner, then the animal control officer may impound such animal pending further proceedings. It shall be unlawful for any owner to conceal such animal or to refuse to permit such animal to be impounded pending further proceedings.
- (f) *Initial order.* At the conclusion of the investigation, the Director of Public Works or the person designated to decide such issues shall review the investigative report and may:
- (1) Determine that the animal is not dangerous and if the animal has been impounded, waive any impoundment fees incurred and release the animal; or
  - (2) Determine that the animal is dangerous or potentially dangerous as defined herein and enter an order:
    - a. Establishing the terms and conditions under which the animal may be returned to its owner after all impoundment fees have been paid, or
    - b. Require that the animal be removed from the town, after impoundment fees have been paid, or
    - c. Require the humane destruction of the animal because of the species or breed of animal, the number of incidences, the severity of injuries caused, inappropriateness of or lack of training of the animal, or the inability to restrain the animal, the safety of others and the protection of property cannot be assured.
- (g) *Service.* An order, a notice or other document required to be served on an individual may be served as follows:
- (1) The document may be served by the animal control officer, the Public Works Director, a Valdese Police Officer, the Town Manager, or any other person designated by the Town Manager to serve the document.
  - (2) An individual may be served by doing any of the following:
    - a. delivering a copy of the document to the individual;
    - b. leaving a copy of the document at the individual's dwelling or usual place of abode with someone of suitable age and discretion who resides there;
    - c. by registered or certified mail, return receipt requested;
    - d. by depositing with a designated delivery service authorized pursuant to 26 USC § 7502(F)(2) a copy of the document, addressed to the individual to be served, delivering to the addressee, and obtaining a delivery receipt. A "delivery receipt" includes an electronic or facsimile receipt; or
    - e. by mailing a copy of the document by signature confirmation as provided by the United States Postal Service, addressed to the individual to be served, and delivering to the addressee.
- (h) *Hearing.* At any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five (5) days after the service of the initial order, an owner may request in writing a hearing before the Valdese Town Manager. The request for a hearing shall be filed with the office of the Deputy Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issued to the person requesting the hearing. The owner shall have the right to appear and to offer such proof as may be relevant.

At the hearing, among other things, the following matters may be considered:

- (1) Investigative report and recommendation from the investigative officer.
- (2) Provocation.

- (3) Severity of attack or injury to a person or domestic animal.
- (4) Previous aggressive history of the animal.
- (5) Observable behavior of the animal.
- (6) Site and circumstances of any incident.
- (7) Written statements from interested parties.

- (i) *Decision.* The Town Manager shall render his or her decision within five (5) days after the hearing. The decision shall be in writing and may affirm, vacate or modify any prior orders entered. A copy of the decision shall be provided to the owner in the same manner provided by paragraph (g) above.
- (i) *Appeal.* Within ten (10) days after a copy of the decision is served upon the owner, the owner may appeal the decision to the Superior Court of Burke County by filing notice of appeal and petition for review. The appeal shall be heard "de novo" before a superior court judge.

An appeal shall not stay the impoundment of any animal pending such appeal but shall stay any order that an animal be destroyed.

**Sec. 8-2042. - Restraint and confinement.**

- (a) *Purpose.* Some animals, especially dogs and cats, are dangerous or become a nuisance or are regularly at large in violation of this chapter because of the lack of concern by the owner or because the lot, pen or other enclosure is inadequate. In some instances, the animal simply has a propensity to escape from confinement. Under those circumstances, it is the purpose of this section to authorize animal control officers and other individuals charged with the responsibility of enforcing this chapter to recommend and if necessary to require that special preventive measures be taken by the owner to securely restrain or confine such animals. The owner may be required to install special fencing, provide better housing or take other measures reasonably intended to prevent such animals from escaping.
- (b) *Compliance required.* It shall be unlawful for an owner of an animal to refuse or otherwise fail to comply with a written order issued in accordance with the requirements of this section.
- (c) *Investigation.* After reasonable inquiry and investigation if it is determined that any animal is not adequately confined or is likely to escape from its house, pen, lot, pasture, enclosure or other place of confinement, an animal control officer may order the owner to comply with specific preventive measures as further set forth herein.

Prior to entering an order under this section, the animal control officer may consider, among other things, the following matters:

- (1) The propensity of the animal to inflict injury including the animal's behavior, size and temperament,
  - (2) The likelihood that the conditions pertaining to the particular animals' confinement is detrimental to the safety and welfare of the citizens or the peace and tranquility of the immediate surrounding area, especially the presence of children under age seven (7), and
  - (3) The history of the animal for being aggressive and whether the animal has been trained for aggressive attacks.
- (d) *Order.* If, after considering the factors specified above and any other relevant information, the animal control officer determines that the circumstances require special preventive measures, the animal control officer shall issue an order in writing making the appropriate findings and may require that one (1) or more of the following preventive measures be implemented by the owner:
- (1) Repairs may be required to any fence, pasture, pen or enclosure.
  - (2) The height of any fence may be increased.

- (3) Installation of anti-climb devices may be required.
  - (4) The fence may be required to be installed into the ground.
  - (5) The installation of a floor or a bottom to the enclosure and/or a top to the enclosure may be required.
  - (6) Special chains, leashes and/or muzzles may be required.
  - (7) The installation and use of special warning devices may be required.
  - (8) The owner may be required to give immediate notice to the department of public safety in the event the animal escapes from its enclosure.
  - (9) Use of special markings on the animal tags, an animal collar or a tattoo may be required to identify the animal for future investigative or enforcement purposes.
  - (10) The purchase of special liability insurance in an amount not exceeding one hundred thousand dollars (\$100,000.00) at the owner's expense may be required.
- (e) *Service.* An order issued under this section shall be served on the owner in the manner provided in Section 8-2041(g)
- (f) *Appeal.* At any time after serve of the order, but not later than five (5) day after service of the order, the owner may request in writing a hearing before the Valdese Town Manager. The request for a hearing shall be filed with the office of the Deputy Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issue to the person requesting the hearing. The owner shall have the right to appear, to make any statements, to provide affidavits and offer such other evidence as may be relevant. An appeal from the decision of the Town Manager shall be taken to the Superior Court of Burke County by filing notice of appeal and petition for review within ten (10) days of service of the Town Manager's order. The appeal shall be heard "de novo" before a superior court judge.

It shall be unlawful for any owner to fail or refuse to comply with any order issued under this section.

**Sec. 8-2043. - Pens and pastures.**

Pens, pastures, barns, dog houses, coops and other enclosures for the confinement or keeping of an animal (collectively "structure") shall be adequate for the purpose intended, including the humane treatment of the animal confined. At a minimum, all fences, gates and shelters shall be adequately maintained and of sufficient height and size to secure the animal and protect the animal from weather and constructed and maintained in a manner so as to prevent the escape of the animal.

Structures for the confinement of an animal shall generally be located in a manner so that such structures do not become a nuisance to adjacent property owners because of odor, smell, noise or other similar factors or otherwise interfere with the right of the occupants of adjacent property to the full enjoyment of their property. In enforcing the provisions of this section or any other provision relating to the type of structure or its location, the animal control officer shall provide the owner with a reasonable period of time not to exceed three (3) months in which to bring the pen, pasture or other enclosure into compliance.

**Sec. 8-2044. - Bird sanctuary; protection of bird life.**

- (a) *Established.* The area included within the corporate limits of the Town, as extended from time to time, and all lands owned or leased by the Town outside the corporate limits is hereby designated as a bird sanctuary.
- (b) *Protected.* It shall be unlawful to trap, hunt, shoot or otherwise kill any native wild bird within the territory described in paragraph (a) except when such birds or fowl are found to be congregating in such numbers in a particular location that they constitute a nuisance or a menace to health or property and only then if the consent of the department of public safety is first obtained, or (b) except as otherwise permitted by law.

**Sec. 8-2045. - Zoning rules applicable.**

The keeping of animals within the town shall at all times be in full compliance with the town zoning ordinance. The breeding and raising of animals shall be in compliance with the rules and regulations of the zoning district in which the activity takes place.

**Secs. 8-2046—2050. - Reserved.****ARTICLE F. - ENFORCEMENT****Sec. 8-2051. - Impoundment.**

- (a) In addition to any other remedies provided in this chapter, an animal control officer may seize, impound and humanely confine to an animal shelter or to a veterinarian hospital any of the following animals:
- (1) Any dog, cat or other animal that is required to be inoculated and have a rabies tag that either has not been inoculated or does not display a rabies tag;
  - (2) Any animal at large;
  - (3) Any animal constituting a public nuisance or considered a danger to the public;
  - (4) Any animal that is in violation of any quarantine or confinement order;
  - (5) Any unattended animal that is injured, diseased, obviously ill or otherwise in need of immediate veterinary care;
  - (6) Any animal that is reasonably believed to have been abused or neglected
  - (7) Any animal that is reasonably suspected of having rabies or any other disease that is communicable;
  - (8) Any animal that is charged with being potentially dangerous or dangerous where an animal control officer of the Town Manager determines that there is a threat to public health and safety;
  - (9) Any animal that a court of competent jurisdiction has ordered impounded or destroyed;
  - (10) Any animal that is reasonably believed to be unattended or abandoned, as in situations where the owner is deceased, has been arrested or has been evicted from his residence;
  - (11) Any wild or exotic animal except as may be specifically permitted in this chapter;
  - (12) Any guard dog, attack dog or dog that has been trained to be aggressive that has not been registered in accordance with the provisions of this chapter;
  - (13) Any animal that does not have a permit required by this chapter;
  - (14) The animal of any owner who refuses to comply with a preventive order issued under the provisions of this chapter; or
  - (15) Any animal that has recently bitten any person.
- (b) *Custody.* Any animal impounded hereunder shall be kept and shall remain in the custody of the animal shelter until:
- (1) The animal is redeemed in accordance with the provision of this section;
  - (2) The animal is released pursuant to an order by any appropriate official or judicial officer;
  - (3) The animal is adopted in accordance with the provisions of this section; or
  - (4) The animal is humanely destroyed (euthanized) in accordance with the provisions of this section.

If not previously notified and if the owner can be reasonably identified, the owner of an impounded animal shall be notified by any reasonable means that his or her animal has been seized and that the animal can be claimed or redeemed in accordance with the terms of this section.

Animals seized for violations of the provisions of this chapter dealing with rabies shall be held for observation for ten (10) days. Any other animal seized pursuant to this chapter shall be held for a minimum of five (5) working days (days during which the animal control shelter is open for business). In the event the animal has been impounded pursuant to the terms of an impoundment order issued under the provisions of this chapter or by order of any court, the animal shall be retained by the animal shelter for the period set forth in such order.

- (c) *Redemption.* At the end of any required period of impoundment, an owner may redeem his or her animal upon compliance with the following conditions:
- (1) The owner shall pay all impoundment fees, boarding fees, veterinarian fees, inoculation fees and other similar charges.
  - (2) The person redeeming the animal shall provide credible evidence that he or she is the owner.
  - (3) The person redeeming the animal is, in the opinion of the animal control officer, qualified to own an animal, is not under eighteen (18) years of age and does not have a record of abuse and cruelty to animals.
  - (4) The person agrees to abide by the terms and conditions of release set forth in any order of impoundment.
  - (5) The person complies with the other procedures established by the animal control officer for the release of animals including an acknowledgment of ownership, a receipt and proof of identity.
- (d) *Adoption or euthanasia.* After the redemption period has expired, all ownership rights to the impounded animal shall be forfeited. In the discretion of the Animal Control Officer, such animals may:
- (1) Continue to be held for a reasonable period of time for adoption in accordance with the policies and procedures established by the Director of Public Works including the payment of all required fees;
  - (2) The animal control officer may place the animal with a local humane society for future adoption; or
  - (3) May cause the animal to be destroyed in a humane manner approved by the Director of Public Works.
- (e) *Fees.* In connection with the impoundment and subsequent release of any animal, the town may require reimbursement for any inoculation or veterinarian charges or similar expense incurred and may impose a reasonable boarding fee, adoption fee, redemption fee or other administrative fee as may be set forth in the published schedule of fees and charges adopted by the Town Council from time to time.
- (f) *County shelter.* The impoundment, adoption, redemption or euthanasia procedures of this section are intended to apply to any animal shelter that is operated by or subject to the control of the town. Those procedures are not intended to be binding upon any county operated shelter or any other private shelter operated by any public or private entity. For animals that are impounded in those shelters, both the owner of the animal and the animals shall be subject to the rules, regulations and fees concerning impoundment, adoption, redemption or euthanasia procedures that are issued by the governing body of that facility.

#### **Sec. 8-2052. - Powers.**

It is intended that animal control officers and other personnel assigned to enforce this chapter shall have a broad range of power to carry out the provisions of this chapter and discretion in the use of an appropriate remedy for violations. Animal control officers shall have the power to initiate investigations, not

only when complaints are received, but also as a result of their own knowledge and observation of facts and circumstances.

Animal control officers may take notice of facts and information in plain view in automobiles, in the yards surrounding houses and in other areas that can be readily observed without intrusive investigations, and as a result of those observations may take appropriate enforcement action including the impoundment of animals when violations are observed or the issuance of any other order permitted hereunder.

With the consent of property owners and individuals apparently in charge of the premises, animal control officers may investigate the conditions and circumstances inside of locked fences, outbuildings, houses, apartment units, condominium units or other buildings and as a result of such investigations may impound animals or take other appropriate enforcement action.

In the event circumstances are not plainly observable or in the event access to enclosed premises is denied, animal control officers may seek the assistance of police officers and other sworn personnel, may obtain search warrants and may conduct other lawful searches of such premises.

#### **Sec. 8-2053. - Conflicts.**

This chapter anticipates that the town will not operate its own animal control shelter. However, the town reserves the right to use the impoundment services of a county operated shelter or a shelter operated by some other public or private entity. In that event, the procedures concerning the confinement of animals, the adoption or redemption of animals, the humane destruction of animals and the fees associated with each of those services may be different and in conflict with this chapter and the policies and procedures issued pursuant to the authority of this chapter. If the town elects to use the services of a separate county or private animal shelter, then, and in that event, the policies, rules and regulations and other conditions issued by that facility shall be controlling and take precedence over this chapter and any rules and regulations issued under this chapter. The owner of any animal impounded or confined to such facility shall likewise be subject to the policies, rules, regulations and conditions imposed by that shelter and that facility is hereby granted jurisdiction to hold, adopt, redeem, release or destroy such animals in the manner prescribed by that facility as if the same were required under this chapter.

The Town Council may designate some other board or agency to conduct such hearings and to review such determinations, the procedural rules and regulations issued by that designated agency shall be controlling and that agency is granted the jurisdiction and full authority under this chapter to discharge all of the powers granted in G.S. Chapter 67 or under this chapter or under any other state or local law governing animals.

#### **Sec. 8-2054. - Remedies.**

Consistent with the general law of the State of North Carolina, it is intended that the town shall have broad powers to enforce this chapter, including the power to impose criminal fines and penalties as well as civil penalties for the violation of this chapter. The town may also secure injunctions or abatement orders, or may pursue any other legal or equitable remedy.

#### **Sec. 8-2055. - Penalties.**

- (a) *Misdemeanor.* A violation of this chapter is a misdemeanor or infraction as provided by G.S. 14-4 and is punishable by a maximum fine, term of imprisonment or infraction penalty, all as imposed and set forth in G.S. 14-4, which is incorporated herein by reference.
- (b) *Civil citations.* In addition to the criminal penalties imposed in subsection (a) above, a violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty. Each day's offense shall be a separate offense for which a separate civil citation may be issued. Unless otherwise specifically provided in the schedule of fees and charges adopted annually by the Town Council, the penalty shall be fifty dollars (\$50.00) for the first offense, one hundred dollars (\$100.00) for the second offense, two hundred dollars (\$200.00) for the third offense and three hundred dollars (\$300.00) for the fourth and any subsequent offense.







May 25, 2018

Mr. Seth Eckard  
Town Manager  
Town of Valdese  
Post Office 339  
Valdese, North Carolina 28690

RE: Award Recommendation - Transmission Main  
Valve Replacement Project  
Valdese, North Carolina

Dear Mr. Eckard:

On May 24, 2018, a total of four (4) bidders were solicited on the Town's behalf for the subject project. Iron Mountain Construction Co. was the only invited bidder to submit a responsive bid. Iron Mountain Construction Co. is also a responsible bidder and appropriately licensed with the North Carolina General Contracting board to perform this project. Iron Mountain's total bid amount was \$63,459.00. We therefore recommend that the Town of Valdese award the project to Iron Mountain Construction Co. in the total bid amount of \$63,459.00.

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

Sincerely,  
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads "RJ Mozeley".

RJ MOZELEY, PE  
Project Manager

RJM:mh

Enclosure: Certified Bid Tabulation

cc: Mr. Greg Padgett, Town of Valdese  
Mr. Bryan Duckworth, Town of Valdese

**CERTIFIED BID TABULATION**  
**TRANSMISSION MAIN VALVE REPLACEMENT**  
**TOWN OF VALDESE**

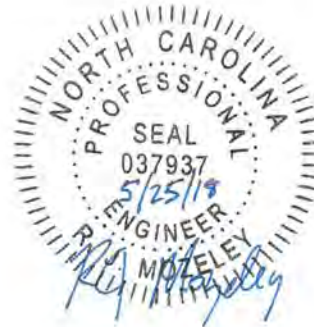
Thursday, May 24, 2018; 2:00 pm local time  
 Community Room of Town Hall, 102 Massel Avenue, Valdese, North Carolina 28690

BIDDER	TOTAL BID PRICE
BW SOLUTIONS	No Bid
HICKORY SAND COMPANY	No Bid
IRON MOUNTAIN CONSTRUCTION COMPANY	\$63,459.00
PIEDMONT UTILITY GROUP	No Bid

This is to certify that the bids tabulated herein were accompanied by 5% bid bond or certification check and publicly opened and read aloud at 2:00 PM local time on the 24th day of May 2018, in the Valdese Town Hall Community Room, 102 Massel Avenue, SW, Valdese, North Carolina 28690.



1240 19th Street Lane, NW  
 Hickory, North Carolina 28601





# 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

## TOWN OF VALDESE FY 2018 – 2019 BUDGET

Town Manager's Budget Message

FY 2018-2019 General Fund

FY 2018-2019 Utility Fund

Water and Wastewater System Capital Improvement Plan and Financial Analysis Update

Proposed Fees for Old Rock School

Proposed Fees for Jimmy C. Draughn Aquatic & Fitness Center



# TOWN OF VALDESE

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## TOWN OF VALDESE BUDGET MESSAGE 2018 – 2019

**TO:** Mayor John F. "Chip" Black, Jr.  
Councilman Gary Delp – Ward 1  
Councilwoman Susan Stevenson – Ward 2  
Councilman Roy Sweezy – Ward 3  
Councilwoman Frances Hildebran – Ward 4  
Councilman Keith Ogle – Ward 5

**FROM:** Seth Eckard, Town Manager

**DATE:** May 19, 2018

**SUBJECT:** Proposed 2018 – 2019 Town of Valdese Budget

### **Honorable Mayor Black and Members of the Valdese Town Council:**

It is my pleasure to respectfully submit to you the proposed budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019. The proposed total of the FY 2018-2019 budget is \$10,425,336. The proposed budget includes a total General Fund Budget of \$5,671,270 and a total Utility Fund Budget of \$4,754,066. The proposed budget includes a property tax rate of 54.5 cents per \$100 valuation.

### **Economic Improvements and Constraints**

The FY 2018-2019 Proposed Budget continues existing service levels while striving for a balanced financial foundation. The Town of Valdese is showing signs of moderate economic growth as is evident by low unemployment numbers and historically high sales tax revenues. The Town has successfully continued the slow process of addressing major capital projects with the funds generated by the Fiscal Year 2016-2017 tax increase.

Anticipated state collected local revenues have been calculated utilizing data supplied by the North Carolina League of Municipalities and local economic data. The Town is anticipating small increases in most of these revenue sources as a result of an improving local, state, and national economy.

The Town of Valdese successfully recruited Valdese Water Recycling Inc., to our community. Valdese Water Recycling Inc. will redevelop the blighted former Burke Mills and Alba Waldensian Warehouse properties. Valdese Water Recycling Inc. proposes approximately two million dollars

**Proposed 2018-2019 Town of Valdese Budget****May 18, 2018****Page 2 of 4**

of capital investment and the creation 12 new jobs. The North Carolina Department of Commerce awarded the Town a \$500,000 Community Development Block Grant to demolish the dilapidated Alba Waldensian Warehouse property.

The only unoccupied manufacturing building, of quality, left in Valdese is the Valdese Textiles building located on HWY 70. The Town of Valdese is working diligently with the property owner to find a suitable business that will create a significant number of jobs and proposes to make a substantial capital investment.

**General Fund**

In Fiscal Year 2018-2019, the Town plans to make strategic capital investments amongst all departments to ensure efficient and effective service delivery as well as continue to repair our aging infrastructure.

The General Fund Budget reflects expenditures of \$298,000 from the Capital Reserve Fund for projects across multiple departments. Highlights include:

General Fund Capital Project Include:

- Replace patrol vehicle with over 185,000 miles in the police department
- Hydraulic combination extraction tool for the fire department
- Replace back hallway flooring in Old Rock School
- Enhance the downtown experience by installing speakers that will play ambient music
- Significant investments to Tiger Gym: replace roof, demolish annex, provide for additional storage, and address gym floor moisture issues
- Paint community center
- Replace 1986 public works bucket truck
- Patch asphalt in identified areas on Cline and Magnolia

Valdese Lakeside Park:

In 2018, the Town of Valdese successfully secured 300-acres of land on Lake Rhodhiss through a combination of grants and donations. The Town of Valdese also completed a comprehensive park planning process, in partnership with Destination by Design, that suggested a budget of approximately \$3,179,000 to provide amenities for the park. The Town will seek to complete the park, as proposed by Destination by Design, in phases. Staff will actively pursue grants, additional donations and use existing town resources to achieve this goal.

Streets:

In the 2017-2018 fiscal year budget, the Town completed four street resurfacing projects. The Town of Valdese will continue to service the debt on the existing street resurfacing loan and make plans for another round of paving projects scheduled to take place in the 2020-2021 fiscal year budget.

**Proposed 2018-2019 Town of Valdese Budget****May 18, 2018****Page 3 of 4**Fire Department / Police Department Building:

It has come to the Town's attention that the existing fire and police department building has reached the end of its useful life. Over the next twelve-months, staff will investigate short and long-term solutions for both departments.

Employee Classification / Salary Study / Personnel Policy:

In the 2018-2019 fiscal year budget, the Town of Valdese will partner with a human resources consultant to revise our employee classification database, salary grades, and personnel policy. Our goal is to identify how Town of Valdese employee wages compare with other jurisdictions in the region and strategically implement proposed recommendations in the 2019-2020 fiscal year budget. Staff will conduct a complete overhaul of our personnel policy to ensure it is up-to-date with current human resources best practices and complies with all applicable state and federal laws.

**Utility Fund**

The Utility Fund budget for Fiscal Year 2018-2019 is \$4,754,066.

In the Fiscal Year 2015-2016 budget, the Town conducted a comprehensive capital improvement plan for the utility system. The study revealed that the Town has pressing needs which should be addressed to ensure high-quality water and wastewater treatment for our citizens. The Town is heading into implementation year three of our 10-year plan.

The Capital Improvement Plan contains a recommended funding model that restructures our utility rates to ensure that we will be able to pay for all of our capital needs. The Town proposes to restore the utility fund balance to a level that will accommodate future projects; this budget proposes a four percent increase in revenues.

The Town of Valdese Utility Capital Improvement Plan calls for several major investments next fiscal year. According to the model, these projects will be paid for by either grants, loans, cash reserves or a combination of the three. Each new project will be presented to the Council for approval once we hear back from various grant funders.

Utility Fund Capital Projects Anticipated to be Completed this Fiscal Year:

- Water Treatment Plant Backup Generator
- 24" Transmission Main Valve Replacement
- Waste Water Treatment Plant Grit System Replacement
- System-wide water meter replacement with smart meters (AMI Technology)
- St. Germaine Water Line Replacement
- Water Treatment Plant Motor Control Center Upgrades
- Waterline replacement projects throughout the entire system

Utility Fund Capital Projects Anticipated to Begin this Fiscal Year:

- Waste Water Treatment Plant Centrifuge Drivers & Controls Upgrade
- Main Street Waterline Replacement
- Conversion to Sodium Hypochlorite System at the Water Treatment Plant

**Proposed 2018-2019 Town of Valdese Budget**

**May 18, 2018**

**Page 4 of 4**

**Conclusion**

I would like to thank the dedicated employees of the Town for their hard work and good stewardship of the Town's resources. These people work hard and take pride in carrying out their duties. I would like to thank Mayor Black and the Town Council for their dedication in carrying out their responsibilities in providing leadership and guidance during the budgeting process.

Respectfully,

A handwritten signature in black ink, appearing to read "Seth Eckard", written in a cursive style.

Seth Eckard  
Town Manager





# **TOWN OF VALDEESE**

**Fiscal Year**

**2018 – 2019**

**Proposed Budget**

# GENERAL FUND

## SUMMARY

**TOWN OF VALDESE****FY 2018 - 2019****General Fund Expenditures**

<b>Department</b>	<b>Budget FY17-18</b>	<b>Est Yr FY17-18</b>	<b>Request FY18-19</b>
Governing Body	62,209	60,187	52,330
Administration	1,134,630	1,146,944	1,012,473
Public Works	354,463	340,119	363,495
Maint & Grounds	205,233	207,392	215,847
Planning	172,158	92,428	108,744
Police	914,508	915,171	942,206
Fire	844,833	881,799	799,476
Street	628,869	755,492	410,404
Powell Bill	145,258	143,964	144,535
Sanitation	253,728	242,271	259,414
Recreation	1,099,163	1,116,252	825,807
Comm Affairs	566,635	567,427	546,538
<b>Totals</b>	<b>6,381,687</b>	<b>6,469,446</b>	<b>5,681,270</b>

**General Fund Revenues**

	<b>6,381,737</b>	6,461,336	5,681,270
<b>Over/Under</b>	<b>50</b>	<b>-8,110</b>	<b>0</b>

# GENERAL FUND REVENUES

## TOWN OF VALDESE

## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
10.3010.001 Tax Releases					
10.3010.111 2011 Ad Valorem Taxes	0	0	121	121	
10.3010.121 2012 Ad Valorem Taxes	0	0	142	142	
10.3010.131 2013 Ad Valorem Taxes	0	0	26	26	
10.3010.141 2014 Ad Valorem Taxes	7,967	0	3,791	3,791	0
10.3010.151 2015 Ad Valorem Taxes	21,771	0	4,447	4,447	0
10.3010.152 2015 Motor Vehicle Taxes	25,318	0	0	0	0
10.3010.161 2016 Ad Valorem Taxes	1,695,216	40,000	18,608	20,000	
10.3010.162 2016 Motor Vehicle Taxes	147,700	0	15,819	16,000	0
10.3010.171 2017 Ad Val Tx	0	1,831,584	1,718,358	1,831,584	40,000
10.3010.172 2017 Motor Vehicle Taxes	0	115,000	82,374	115,000	15,000
10.3010.181 2018 Ad Val Tx	0	0	0	0	1,854,627
10.3010.182 2018 Motor Vehicle Taxes	0	0	0	0	125,000
10.3110.000 Tax Discounts	-18,716	-17,000	-20,788	-20,800	-17,000
10.3120.000 Tax Refunds	0	0	0	0	0
10.3120.001 Tax Refund - Waterside	-14,635	-15,000	-14,551	-15,000	-15,000
10.3170.000 Tax Penalties & Interest	6,406	3,000	4,489	4,500	4,500
10.3200.000 Occupancy Tax	70,419	50,000	28,224	50,000	60,000
10.3280.000 Cable TV Franchise Fee	39,223	114,327	26,149	52,296	52,000
10.3290.000 Interest Earned on Invest	7,292	5,000	6,631	7,500	7,000

## TOWN OF VALDESE

## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
10.3290.001 Int Earned on ABC Loan	0	6,300		6,300	<b>6,300</b>
10.3310.000 Rents	63,817	62,244	39,469	62,244	<b>62,244</b>
10.3350.000 Donations	40,000	35,000	0	0	<b>0</b>
10.3350.001 Donations - WiFi	15,000	0	35,000	35,000	<b>0</b>
10.3350.020 Trash Bags	0	0	0	0	<b>0</b>
10.3350.030 Other	-50,028	2,500	14,105	14,105	<b>2,500</b>
10.3350.031 Bench Donations					<b>0</b>
10.3370.000 Utilities Franchise Tax	393,192	409,128	202,269	395,000	<b>405,000</b>
10.3410.000 Beer & Wine Tax	40,211	21,000	0	21,000	<b>21,000</b>
10.3430.000 Powell Bill Allocation	146,931	145,258	146,610	146,610	<b>144,535</b>
10.3450.010 Local Option Sales Tax	1,020,258	1,042,000	612,633	1,082,168	<b>1,119,742</b>
10.3480.000 Wellness Program	64	0	0	0	<b>0</b>
10.3510.000 Contributions	0	0	0	0	<b>0</b>
10.3530.000 Fire Protection Charge	0	0	0	0	<b>0</b>
10.3530.010 Alarm Permit Fees	1,630	2,500	1,430	1,500	<b>2,000</b>
10.3580.000 Jail Fees	1,105	1,100	1,176	1,200	<b>1,200</b>
10.3590.000 Refuse Collection Fees	196,680	196,000	134,507	201,761	<b>202,000</b>
10.3590.010 Recycle Fees	24,768	25,000	16,600	25,000	<b>25,000</b>
10.3590.020 Solid Waste Tax	16,215	3,167	1,513	3,043	<b>3,100</b>
10.3610.000 Cemetery Revenues	4,430	3,000	2,700	3,000	<b>3,000</b>
10.3670.000 Sales Tax Refund	61,185	60,000	107,478	107,478	<b>75,000</b>
10.3680.000 Insurance Reimbursement					

## TOWN OF VALDESE

## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
10.3820.000 Sale of Real Property	0	0	42,800	42,800	0
10.3830.000 Sale of Fixed Assets					
10.3930.001 Fines	0	0	100	100	
10.3950.000 Int on St Assessment					
10.3970.020 Housing Authority	19,886	20,000	18,471	18,471	<b>20,000</b>
10.3970.021 Paramount Ford	1,213	1,000	749	1,123	<b>1,100</b>
10.3970.022 Fletcher Pontiac	699	600	432	648	<b>650</b>
10.3970.023 Old Colony Players	7,661	6,000	1,985	5,000	0
10.3970.024 Round Up Program	12	20	0	0	<b>20</b>
10.3970.025 Community Affairs	15,572	18,000	8,684	16,000	<b>15,000</b>
10.3970.026 Rock School-Audtorium	39,125	40,000	24,774	37,000	<b>40,000</b>
10.3970.027 Rock School-Other	19,589	20,976	17,841	21,576	<b>21,552</b>
10.3970.028 Valdese Tourism Comm.	774	1,000	1,041	1,500	<b>1,000</b>
10.3970.029 Youth Registration Fees	9,910	11,000	7,324	11,000	<b>11,000</b>
10.3970.030 Comm Center Member	164,400	182,500	100,073	166,804	<b>170,000</b>
10.3970.031 Comm Center Concessions	40,101	36,000	28,160	42,179	<b>42,000</b>
10.3970.032 Swimming Team	1,575	1,500	20	1,500	<b>1,500</b>
10.3970.033 Bowling	43,504	40,000	30,320	46,847	<b>44,000</b>
10.3970.034 Vending	1,237	1,000	782	1,317	<b>1,200</b>
10.3970.035 Entry Fees	0	0	0	0	0
10.3970.036 Reg Fees - Triathlon	4,827	9,000	2,570	2,570	<b>3,000</b>
10.3970.037 Special Events Fees	0	4,000	0	0	0
10.3970.038 McGalliard Falls	2,256	4,500	386	1,886	<b>2,500</b>

# TOWN OF VALDESE

## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
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## TOWN OF VALDESE

## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
10.3970.039 Recreation Misc	22,144	24,000	16,671	26,638	<b>28,000</b>
10.3970.040 Cash Over & Short					
10.3970.125 Merchant Sales	0	0	379	379	
10.3970.126 Rock School - Ticket Sales	3,516	0	1,334	1,334	<b>0</b>
10.3970.128 Valdese Tours	52	0	67	67	<b>0</b>
10.3970.129 Concessions	1,034	2,500	2,072	2,700	<b>3,000</b>
10.3970.300 From Utility Fund	0	889,000	592,676	889,000	<b>889,000</b>
10.3970.301 Transfer From Util - ABC	0	0	0	0	
10.3970.302 Frm Util Fund - Capital 221	239,000	316,600		316,000	<b>0</b>
10.3970.303 From Utility Fund - Econ	180,000	0	0	0	
10.3970.310 From TCW	166,000	166,000	110,667	166,000	<b>166,000</b>
10.3970.401 Project Lifesaver Donation					
10.3970.490 WiFi Grant	30,190	18,905	18,904	18,904	<b>0</b>
10.3970.491 Car Charge Grant	0		10,000	10,000	<b>0</b>
10.3970.625 Grant - Main Street					
10.3970.700 From Gen - CRF	36,500	0	0	0	<b>0</b>
10.3970.762 BB&T Fire Dept Loan	0				
10.3970.920 Waldensian Festival	18,470	21,000	13,145	23,000	<b>22,000</b>
10.3970.930 Insurance Reserve	0	102,148		102,148	<b>0</b>
10.3971.620 Transfer from Savings	84,000	0	0	0	<b>0</b>
10.3971.625 Transfer from Savings	0	0	0	0	<b>0</b>

## TOWN OF VALDESE

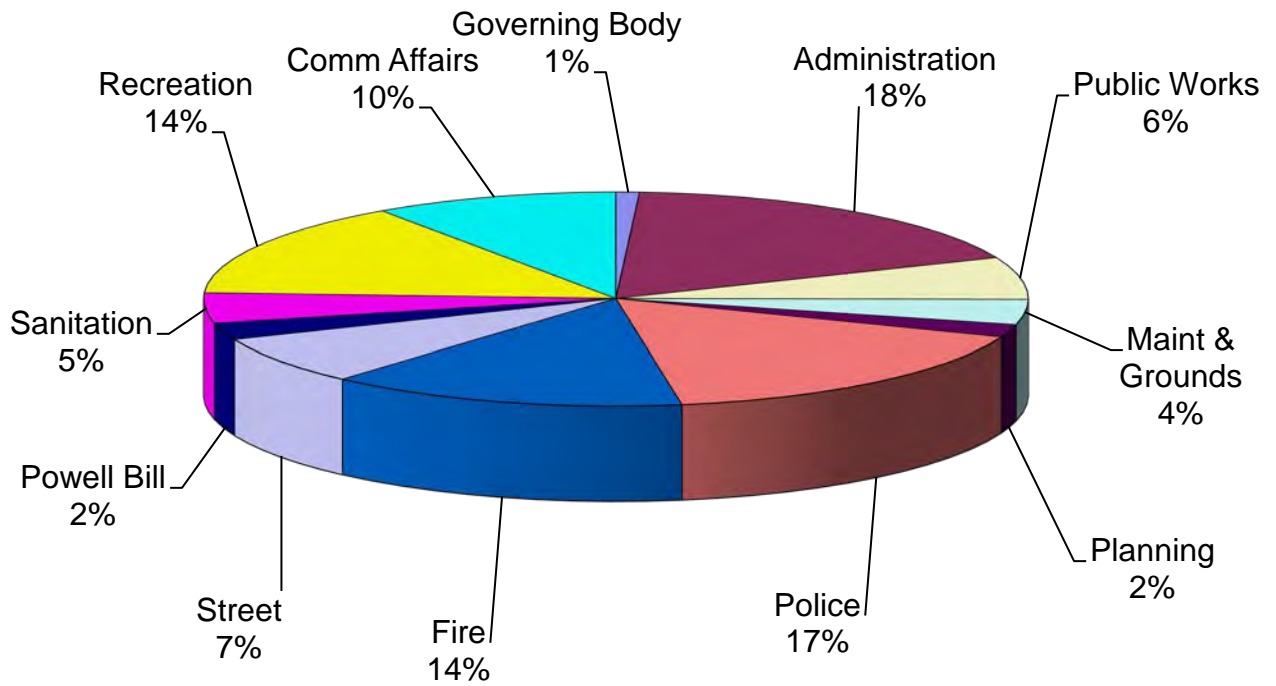
## GENERAL FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YEAR
10.3980.000 From CRF	0	0	0	0	0
10.3990.000 Fund Balance Appropriated	0	20,000	0	20,000	0
10.3990.001 Fund Balance Powell Bill	0	0	0	0	0
10.3995.000 Proceeds From Financing					0
10.3995.001 Proceeds From Financing	256,905	0	0	0	0
10.3995.560 Proceeds From Financing	473,308	283,380	291,829	291,829	0
<b>TOTALS</b>	<b>5,846,879</b>	<b>6,381,737</b>	<b>4,533,586</b>	<b>6,461,336</b>	<b>5,681,270</b>

# GENERAL FUND EXPENDITURES

## General Fund Expenditures By Dept

FY 2018 - 2019



## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.4100-</b>					
		<b>Governing Body</b>			
-020 Salaries & Wages	18,300	18,300	9,150	18,300	<b>18,300</b>
-040 Prof Services	344	200	0	0	<b>200</b>
-050 FICA Tax	933	1,400	433	1,400	<b>1,400</b>
-060 Group Insurance	34,863	36,987	21,337	36,987	<b>27,108</b>
-111 Postage	0				<b>0</b>
-120 Printing	0				<b>0</b>
-140 Travel & Schools	1,037	1,500	151	200	<b>1,500</b>
-311 Auto Supplies Gas	0				<b>0</b>
-314 Auto Supplies Oil	0				<b>0</b>
-330 Dept Supplies	0	100	251	251	<b>100</b>
-450 Contract Services	0				<b>0</b>
-530 Dues & Subscription	0				<b>0</b>
-540 Insurance & Bonds	3223	3222	2,849	2,849	<b>3,222</b>
-570 Misc	617	500	112	200	<b>500</b>
Department Totals	59,317	62,209	34,283	60,187	<b>52,330</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.4200- Administration</b>					
-020 Salaries & Wages	455,388	450,476	299,735	460,000	387,700
-021 Over time		0			0
-022 Part Time	14,397	14,214	18,846	25,000	15,000
-040 Prof Services	52,580	51,000	48,600	51,000	64,000
-041 Prof Services - Econ			700	700	0
-050 FICA Tax	33,968	34,715	22,134	34,715	29,500
-060 Group Insurance	67,742	63,725	45,588	63,725	40,662
-070 Retirement	32,748	32,919	22,308	32,919	28,700
-080 Unemployment	0	10,000	1,638	2,000	7,000
-110 Telephone	15,002	13,539	9,149	13,359	15,000
-111 Postage	5,810	4,000	2,017	4,000	4,000
-120 Printing	4,190	4,000	1,894	3,000	4,000
-130 Utilities Elec	7,253	8,000	5,068	8,000	8,000
-140 Travel & Schools	10,009	11,000	5,453	8,000	11,000
-150 Maint & Repair Bldg	5,745	6,000	1,142	3,000	26,000
-160 Maint & Repair Equip	4,119	6,500	3,911	6,000	6,500
-170 Maint & Repair Veh	578	300	121	300	500
-260 Advertisement	1,523	1,000	1,610	2,000	2,000
-311 Auto Supplies Gas	123	300	145	300	300
-313 Auto Supplies Tires	0	300	0	0	300
-314 Auto Supplies Oil	0	40	0	0	40
-330 Dept Supplies	10,148	13,000	10,170	13,000	13,000
-370 NC Sales Tax	0	36,000	34,695	52,000	36,000
-390 County Sales Tax	0	16,000	14,925	22,400	16,000
-450 Contract Services	25,907	20,000	16,544	22,000	32,000
-530 Dues & Subscription	13,832	13,500	14,107	15,000	15,000
-540 Insurance & Bonds	7,707	10,432	6,941	10,432	10,500
-570 Misc	3,957	6,000	6,789	7,000	8,000
-571 Historic Valdese	846	1,000	0	0	1,000
-572 Wellness	6,308	7,750	6,064	6,500	7,750
-720 Capital Outlay Bldgs	0	0			0
-740 Cap Outlay Equip	0	0			7,000
-763 Econ Devel Grant - VEDIC					11,000
-920 ABC Loan	0	0			0
-930 Burke Cnty Library	62,000	50,000	25,000	50,000	50,000
-940 Bus Revitalization	0				0
-941 Econ Devel-Meridian	180,000	0	0	0	0
-942 Econ Development	0	20,000	10,000	20,000	0
-943 Econ Develo-Incentive Tx					0
-960 Econ Development - BDI					0
-961 Industrial Development	30,099	30,100	30,098	30,098	30,100
-962 Debt Service	88,878	88,878	88,878	88,878	88,878
-963 Contribution to CRF					0
-992 Insurance Runoff		109,942	91,618	91,618	
-990 Contingency					36,043
<b>Department Totals</b>	<b>1,140,857</b>	<b>1,134,630</b>	<b>845,888</b>	<b>1,146,944</b>	<b>1,012,473</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.4250-</b>					
<b>Public Works Admin.</b>					
-020 Salaries & Wages	208,164	205,908	134,598	204,798	<b>212,083</b>
-021 Over Time	2,808	3,350	2,234	2,934	<b>3,400</b>
-022 Part Time					
-040 Prof Services	701	1,200	1,502	2,502	<b>1,200</b>
-050 FICA Tax	15,812	15,664	9,941	15,365	<b>16,484</b>
-060 Group Insurance	43,119	40,355	26,811	38,411	<b>41,098</b>
-070 Retirement	15,488	15,357	10,360	15,259	<b>16,161</b>
-110 Telephone	1,942	2,160	1,227	1,907	<b>1,980</b>
-111 Postage	27				
-120 Printing					
-130 Utilities Elec	6,354	6,900	3,909	6,609	<b>6,900</b>
-131 Utilities Gas	2,126	3,600	1,760	3,160	<b>3,600</b>
-140 Travel & Schools	-150	810	0	460	<b>810</b>
-150 Maint & Repair Bldg	14,997	13,586	7,829	13,630	<b>14,086</b>
-160 Maint & Repair Equip	1,584	3,985	333	2,283	<b>3,985</b>
-170 Maint & Repair Veh	240	1,483	139	1,138	<b>1,949</b>
-260 Advertisement			558	558	<b>0</b>
-311 Auto Supplies Gas	5,307	5,299	1,731	4,943	<b>5,253</b>
-313 Auto Supplies Tires	360	720	0	600	<b>1,200</b>
-314 Auto Supplies Oil	204	428	0	303	<b>343</b>
-330 Dept Supplies & Matl	14,931	14,243	7,035	13,635	<b>14,190</b>
-332 Chemicals		100	0	100	<b>100</b>
-360 Uniforms	2,581	2,540	1,706	2,521	<b>2,980</b>
-450 Contract Services	9,158	7,570	7,233	7,393	<b>8,570</b>
-530 Dues & Subscription	962	940	1,402	1,502	<b>940</b>
-540 Insurance & Bonds	8,315	8,264	6,183	6,183	<b>6,182</b>
-570 Misc	606	1	-6,125	-6,075	
-577 Dog Pound					
-720 Capital Outlay Bldg					
-740 Cap Outlay Equip					
-961 Cont to CRF					
<b>Department Totals</b>	<b>355,637</b>	<b>354,463</b>	<b>220,366</b>	<b>340,119</b>	<b>363,495</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.4350-</b>					
<b>Maint &amp; Grounds</b>					
-020 Salaries & Wages	93,686	89,760	61,388	91,988	<b>91,350</b>
-021 Over Time	8,265	10,350	4,996	8,496	<b>10,350</b>
-022 Part Time	10,260	11,484	10,392	15,512	<b>11,050</b>
-050 FICA Tax	8,532	8,462	5,663	8,663	<b>8,625</b>
-060 Group Insurance	25,549	23,867	15,892	23,497	<b>22,801</b>
-070 Retirement	7,471	7,435	4,982	7,393	<b>7,729</b>
-80 Unemployment	0				
-140 Travel & Schools	0	230	25	225	<b>230</b>
-150 Maint & Repair Bldg	4,960	4,950	1,338	4,638	<b>4,950</b>
-160 Maint & Repair Equip	1,535	4,080	1,656	3,755	<b>4,080</b>
-170 Maint & Repair Veh	1,475	2,217	305	1,759	<b>1,556</b>
-260 Advertisement	0				
-311 Auto Supplies Gas	2,717	5,019	2,153	4,773	<b>3,913</b>
-312 Auto Supplies Diesel	325	780	0	462	<b>650</b>
-313 Auto Supplies Tires	659	1,640	475	1,193	<b>1,640</b>
-314 Auto Supplies Oil	411	675	179	439	<b>613</b>
-330 Dept Supplies & Matl	11,860	3,700	827	2,727	<b>3,700</b>
-331 Christmas Supplies	13,085	10,000	10,058	10,059	<b>13,000</b>
-332 Chemicals	384	2,000	27	1,027	<b>2,000</b>
-360 Uniforms	1,865	1,740	942	1,330	<b>1,800</b>
-450 Contract Services	1,771	1,550	630	1,630	<b>1,550</b>
-451 Helping Hands	0	0	0	4,134	<b>8,269</b>
-540 Insurance & Bonds	5,845	5,844	6,541	6,541	<b>6,541</b>
-570 Misc	0				
-740 Cap Outlay Equip					<b>0</b>
-927 Arbor Beautification	4,977	9,450	150	7,150	<b>9,450</b>
<b>Department Totals</b>	<b>205,631</b>	<b>205,233</b>	<b>128,620</b>	<b>207,392</b>	<b>215,847</b>



## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.4900-</b>	<b>Planning</b>				
-020 Salaries & Wages	150	0	198	198	150
-022 Part Time	32,500	32,410	19,924	32,410	32,940
-040 Prof Services	24,291	28,560	17,420	27,940	30,060
-041 Prof Serv-Condem	0	0	0	0	0
-042 Pedestrian Planning	0	0	0	0	0
-043 Radio Station	430	0	0	0	0
-044 Handicapped Parking	5,837	0	0	0	0
-045 Cemetary Expansion	967	0	0	0	0
-050 FICA Tax	2,289	2,431	1,406	2,431	2,431
-060 Group Insurance	6,348	5,572	3,706	5,572	4,976
-070 Retirement	0	0	0	0	0
-110 Telephone	0	0	0	0	0
-111 Postage	0	0	0	0	0
-120 Printing	0	0	0	0	0
-140 Travel	457	400	232	582	375
-150 Maint & Repair Bldg	27,351	1,548	0	250	2,250
-151 Whisnant St Relocation	0	0	42,992	0	0
-160 Maint & Repair Equip	0	1,500	4,996	5,896	3,720
-170 Maint & Repair Veh	246	60	30	60	60
-260 Advertisement	318	1,015	-11	364	1,015
-311 Auto Supplies Gas	84	100	35	85	100
-313 Auto Supplies Tires	0	0	0	0	0
-314 Auto Supplies Oil	0	40	0	0	40
-330 Dept Supplies & Matl	10,330	11,185	2,454	2,785	3,585
-450 Contract Services	75,333	4,000	9,294	10,294	4,000
-451 Condemnations	0	0	0	0	9,500
-452 Whisnant St	0	61,490	25,726	0	0
-530 Dues & Subscription	0	0	0	0	200
-540 Insurance & Bonds	1,281	2,342	1,587	2,342	2,342
-570 Misc	35	600	119	719	600
-720 Property Acquisition	39,190		0	0	0
-721 IT	0	18,905	0	500	10,400
-740 Cap Outlay Equip	0	0	0	0	0
<b>Department Totals</b>	<b>227,437</b>	<b>172,158</b>	<b>130,108</b>	<b>92,428</b>	<b>108,744</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.5100-</b>					
<b>Police</b>					
-020 Salaries & Wages	510,306	505,523	357,043	505,523	<b>518,452</b>
-021 Over Time	0	0	663	663	<b>7,882</b>
-022 Part Time	35,830	16,476	7,149	16,476	<b>13,248</b>
-024 Extra Duty Hours	0	23,432	0	23,432	<b>23,839</b>
-040 Prof Services	373	1,000	854	1,000	<b>1,800</b>
-050 FICA Tax	40,855	40,014	27,451	40,014	<b>41,786</b>
-060 Group Insurance	117,669	104,210	69,329	104,210	<b>94,030</b>
-065 Deferred Comp 401	23,277	23,421	16,390	23,421	<b>24,505</b>
-070 Retirement	42,125	41,439	29,133	41,439	<b>44,636</b>
-080 Unemployment	0	0	0	0	<b>0</b>
-110 Telephone	4,091	4,872	2,323	4,872	<b>4,872</b>
-111 Postage	574	567	-95	567	<b>570</b>
-120 Printing	375	316	0	316	<b>316</b>
-130 Utilities Elec	5,919	5,500	3,391	5,500	<b>5,900</b>
-131 Utilities Gas	544	1,550	625	1,550	<b>1,550</b>
-140 Travel & Schools	130	1,400	470	1,400	<b>1,400</b>
-150 Maint & Repair Bldg	1,927	3,059	1,990	3,059	<b>3,373</b>
-160 Maint & Repair Equip	6,871	4,860	2,625	4,860	<b>5,761</b>
-170 Maint & Repair Veh	6,558	5,357	7,361	5,357	<b>6,607</b>
-260 Advertisement	50	354	0	354	<b>354</b>
-311 Auto Supplies Gas	18,352	20,901	13,489	20,901	<b>23,126</b>
-312 Auto Supplies Diesel	0	0	0	0	<b>0</b>
-313 Auto Supplies Tires	4,347	7,877	3,439	7,877	<b>7,137</b>
-314 Auto Supplies Oil	1,050	1,549	760	1,549	<b>1,719</b>
-330 Dept Supplies & Matl	10,463	19,700	19,144	19,700	<b>20,562</b>
-360 Uniforms	10,496	10,691	2,433	10,691	<b>10,691</b>
-450 Contract Services	10,519	11,796	11,246	11,796	<b>19,446</b>
-451 Project Lifesaver	0	0	0	0	<b>0</b>
-530 Dues & Subscription	83	200	85	200	<b>200</b>
-540 Insurance & Bonds	28,817	22,444	20,834	22,444	<b>22,444</b>
-570 Misc	0	0	0	0	<b>0</b>
-572 Drug Task Force	22,000	0	0	0	<b>0</b>
-720 Capital Outlay	0	0	0	0	<b>0</b>
-730 Cap Outlay Improve	0	0	0	0	<b>0</b>
-740 Cap Outlay Equip	105,255	0	0	0	<b>0</b>
-910 Debt Service - Cars	36,640	36,000	0	36,000	<b>36,000</b>
-911 Debt Service - Viper	0	0	0	0	<b>0</b>
-961 Contribution to CRF	0	0	0	0	<b>0</b>
<b>Department Totals</b>	<b>1,045,498</b>	<b>914,508</b>	<b>598,131</b>	<b>915,171</b>	<b>942,206</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.5300-</b>					
		<b>Fire</b>			
-020 Salaries & Wages	313,095	301,029	203,207	301,029	<b>305,039</b>
-021 Over Time	800	800	0	800	<b>1,000</b>
-022 Part Time	37,856	49,600	34,743	49,600	<b>51,800</b>
-024 Extra Duty Hours	41,390	41,850	29,418	41,850	<b>43,434</b>
-040 Prof Services	8,891	8,955	3,070	8,955	<b>6,270</b>
-050 FICA Tax	28,947	28,901	19,731	28,901	<b>31,417</b>
-060 Group Insurance	60,637	56,310	37,517	56,310	<b>55,991</b>
-070 Retirement	25,857	24,596	17,411	24,596	<b>27,733</b>
-110 Telephone	728	2,036	382	2,036	<b>996</b>
-111 Postage	200	200	0	200	<b>200</b>
-120 Printing	130	600	0	600	<b>1,600</b>
-130 Utilities Elec	7,909	9,500	5,005	9,500	<b>9,500</b>
-131 Utilities Gas	2,221	3,000	1,819	3,000	<b>3,000</b>
-140 Travel & Schools	5,163	14,320	5,336	14,320	<b>13,820</b>
-150 Maint & Repair Bldg	31,515	46,540	46,215	48,440	<b>5,680</b>
-160 Maint & Repair Equip	6,278	7,990	6,839	7,990	<b>10,847</b>
-170 Maint & Repair Veh	5,886	4,504	5,461	6,000	<b>5,451</b>
-260 Advertisement	0	500	0	500	<b>500</b>
-311 Auto Supplies Gas	715	549	320	549	<b>549</b>
-312 Auto Supplies Diesel	1,838	3,900	0	3,900	<b>3,900</b>
-313 Auto Supplies Tires	857	0	857	600	<b>5,500</b>
-314 Auto Supplies Oil	472	642	39	642	<b>642</b>
-330 Dept Supplies & Matl	23,915	28,705	14,637	28,705	<b>36,700</b>
-331 Special Projects	0	0	0	0	<b>0</b>
-360 Uniforms	7,997	5,376	2,864	5,376	<b>5,400</b>
-450 Contract Services	3,356	3,200	0	5,670	<b>3,200</b>
-451 Contract Services-911	62,551	63,818	30,125	63,818	<b>0</b>
-530 Dues & Subscription	1,971	2,870	2,715	2,870	<b>2,870</b>
-540 Insurance & Bonds	32,297	28,196	21,598	28,196	<b>34,092</b>
-570 Misc	0	0	0	0	<b>0</b>
-572 Safety	4,309	5,950	3,042	5,950	<b>7,150</b>
-720 Capital Outlay	0	0	0	0	<b>0</b>
-740 Cap Outlay Equip	0	0	0	0	<b>0</b>
-910 Debt Service	27,224	27,224	0	27,224	<b>27,224</b>
-911 Debt Service SCBA	45,210	45,210	45,210	45,210	<b>45,210</b>
-912 Debt Service Ladder	0	<b>27,962</b>	27,962	58,462	<b>52,761</b>
-961 Cont to CRF	0			0	
<b>Department Totals</b>	<b>790,215</b>	<b>844,833</b>	<b>565,523</b>	<b>881,799</b>	<b>799,476</b>

## TOWN OF VALDESE

## GENERAL FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.5600-</b>	<b>Street</b>				
-020 Salaries & Wages	88,554	90,097	64,059	96,909	<b>98,101</b>
-021 Over Time	3,218	3,200	3,101	3,701	<b>3,600</b>
-022 Part Time	0	0	0	0	
-040 Prof Services	7,807	1,400	190	1,190	<b>1,900</b>
-041 Prof Services - Paving	8,731	0	10,011	10,011	
-050 FICA Tax	6,908	6,986	5,053	7,611	<b>7,780</b>
-060 Group Insurance	22,816	23,864	14,914	21,354	<b>21,644</b>
-070 Retirement	6,754	7,806	5,098	7,561	<b>9,150</b>
-130 Utilities Elec	370	720	252	536	<b>480</b>
-133 Utilities St Lights	77,554	78,600	51,549	77,749	<b>79,800</b>
-134 Utilities Traffic	536	1,344	405	977	<b>1,344</b>
-140 Travel & Schools	100	446	0	322	<b>446</b>
-150 Maint & Repair Bldg	61,974	16,100	103,868	119,018	<b>16,100</b>
-151 M&R Paving	3,536	283,380	283,390	283,390	
-160 Maint & Repair Equip	6,579	11,421	3,943	9,343	<b>13,321</b>
-170 Maint & Repair Veh	2,181	7,035	6,643	9,543	<b>7,035</b>
-260 Advertisement	0	0	0	0	
-311 Auto Supplies Gas	4,139	4,447	1,182	4,150	<b>4,034</b>
-312 Auto Supplies Diesel	4,908	9,627	0	8,000	<b>10,865</b>
-313 Auto Supplies Tires	2,387	3,500	1,364	2,364	<b>4,536</b>
-314 Auto Supplies Oil	1,106	2,253	335	835	<b>2,826</b>
-330 Dept Supplies & Matl	6,802	6,150	4,838	7,438	<b>6,950</b>
-332 Chemicals	1,120	1,500	825	825	<b>1,500</b>
-360 Uniforms	2,436	2,304	1,032	1,732	<b>2,304</b>
-450 Contract Services	209	0	139	139	<b>0</b>
-451 Cont Serv Helping	0	0	0	0	
-540 Insurance & Bonds	11,286	12,947	11,512	11,512	<b>12,947</b>
-570 Misc	0	0	0	0	<b>0</b>
-610 Debt Service	0	0	0	0	<b>0</b>
-720 Capital Outlay Bldg	0	0	3,089	7,089	<b>25,000</b>
-721 Crack Seal	127,227	0	0	0	<b>0</b>
-730 Capital Outlay Other	0	0	0	0	<b>0</b>
-740 Cap Outlay Equip	250,002	0	8,450	8,450	<b>25,000</b>
<b>-910 Debt Service</b>	<b>53,743</b>	<b>53,742</b>	<b>53,743</b>	<b>53,743</b>	<b>53,742</b>

Department Totals	762,984	628,869	638,984	755,492	<b>410,404</b>
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**TOWN OF VALDESE**  
**GENERAL FUND EXPENDITURES**

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.6200-</b>	<b>Recreation</b>				
-020 Salaries & Wages	166,199	202,327	135,976	202,327	<b>204,707</b>
-021 Over Time	417	0	0	0	<b>0</b>
-022 Part Time	235,564	210,405	148,189	218,000	<b>219,265</b>
-023 Officials	0	0	0	0	<b>0</b>
-040 Prof Services	4178	0	7135	7135	<b>0</b>
-050 FICA Tax	30,283	31,298	21,425	31,298	<b>31,601</b>
-060 Group Insurance	44,615	51,407	33,990	51,407	<b>41,302</b>
-070 Retirement	12,800	14,904	10,579	14,904	<b>15,203</b>
-110 Telephone	3,287	3,250	1,898	3,250	<b>3,250</b>
-111 Postage	230	500	32	250	<b>500</b>
-120 Printing	0	1,000	174	300	<b>1,000</b>
-130 Utilities Elec	46,122	45,000	31,792	47,700	<b>48,000</b>
-131 Utilities Gas	34,590	41,061	36,989	40,000	<b>42,000</b>
-140 Travel & Schools	882	1,800	460	1,100	<b>1,800</b>
-150 Maint & Repair Bldg	230,004	99,100	100,574	113,000	<b>29,100</b>
-151 Maint & Repair Parks		169,000	153,585	169,000	<b>0</b>
-160 Maint & Repair Equip	16,412	15,950	9,717	15,950	<b>15,950</b>
-170 Maint & Repair Veh	791	850	95	800	<b>1,700</b>
-260 Advertisement	1,343	1,000	55	600	<b>1,000</b>
-311 Auto Supplies Gas	430	763	378	450	<b>1,526</b>
-313 Auto Supplies Tires	367	0	0	0	<b>0</b>
-314 Auto Supplies Oil	43	120	0	50	<b>240</b>
-330 Dept Supplies & Matl	24,379	23,200	16,939	23,200	<b>23,200</b>
-331 Facility Improvements	0	0	0	0	<b>0</b>
-332 Chemicals	12,588	12,350	8,024	12,350	<b>12,350</b>
-360 Uniforms	603	1,500	0	700	<b>1,500</b>
-450 Contract Services	25,390	24,250	30,374	40,000	<b>38,630</b>
-451 Contract Services	10,973	5,000	0	0	<b>0</b>
-453 Athletic Tournaments	0	3,000	0	0	<b>0</b>
-454 Triathlon	5,622	9,000	1,853	1,853	<b>5,000</b>
-480 Swim Team	763	2,000	800	1,200	<b>2,000</b>
-481 P F R Concessions	23,486	24,000	14,997	24,000	<b>24,000</b>
-484 P F R Other	6,959	7,000	6,413	7,000	<b>7,000</b>
-530 Dues & Subscription	4,574	5,500	2,776	4,600	<b>5,500</b>
-540 Insurance & Bonds	17,669	25,000	16,200	16,200	<b>25,000</b>
-570 Sales Tax	135	4,000	0	4,000	<b>4,000</b>
-740 Cap Outlay Equip	0	30,000	30,000	30,000	<b>0</b>
-910 Debt Service	11,628	33,628	0	33,628	<b>19,483</b>
-961 Cont to CRF	5,000	0	0	0	<b>0</b>



Department Totals	978,326	1,099,163	821,419	1,116,252	<b>825,807</b>
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**TOWN OF VALDESE**  
**GENERAL FUND EXPENDITURES**

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>10.6250- Community Affairs</b>					
-020 Salaries & Wages	120,423	119,968	81,962	119,968	127,340
-021 Over Time	0	0	0	0	0
-022 Part Time	11,112	15,000	6,676	12,500	15,000
-040 Prof Services	1,500	1,500	0	1,500	1,500
-050 FICA Tax	9,957	10,019	6,722	10,019	10,500
-060 Group Insurance	26,000	24,204	15,913	24,204	21,645
-070 Retirement	8,843	8,802	6,166	8,802	9,272
-110 Telephone	4,243	5,480	2,307	5,480	5,040
-111 Postage	2,352	3,500	1,176	4,000	4,200
-120 Printing	3,383	3,200	1,881	5,000	7,500
-130 Utilities Elec	35,830	31,000	17,179	30,000	30,000
-131 Utilities Gas	6,512	10,000	6,892	10,000	10,000
-140 Travel & Schools	201	200	43	200	200
-150 Maint & Repair Bldg	190,582	75,450	53,990	75,450	25,450
-160 Maint & Repair Equip	1,318	1,600	1,184	1,800	1,800
-170 Maint & Repair Vehicle	30	400	80	80	0
-260 Advertisement	3,898	5,100	4,056	5,100	5,100
-311 Auto Supplies - Gas	29	100	98	200	0
-330 Dept Supplies & Matl	6,784	6,650	3,783	6,650	10,000
-331 Christmas Supplies	259	300	246	300	300
-332 Concession Trailer	1,863	2,500	1,266	2,500	2,500
-450 Contract Services	36,242	37,645	26,272	37,645	40,130
-452 Cont Serv Entertain	82,700	95,850	50,984	95,850	95,850
-453 Cont Serv Tourism	709	1,000	426	1,000	1,000
-530 Dues & Subscription	714	855	867	867	880
-540 Insurance & Bonds	13,286	15,162	11,687	15,162	13,286
-570 Misc - Façade Grants	0	5,705	34	5,705	0
-920 Building Reuse & Façade	9,947	0	25	5,000	20,000
-922 Festival	19,963	20,895	17,383	20,895	21,495
-923 Old Colony Players	7,545	8,000	2,526	5,000	0
-924 Main Street	2,098	3,550	676	3,550	3,550
-925 Tourism	39,155	50,000	23,454	50,000	60,000
-926 Rock School Arts	3,000	3,000	0	3,000	3,000
-928 Public Art Fund	0	0	0	0	0
-929 Trans Special Project	0	0	12	0	0
<b>Department Totals</b>	<b>650,476</b>	<b>566,635</b>	<b>345,965</b>	<b>567,427</b>	<b>546,538</b>

# UTILITY FUND

## SUMMARY

**TOWN OF VALDESE**

FY 2018 - 2019

**Budget Request**Utility Fund Expenditures

Department	Budget FY17-18	Est Yr FY17-18	Request FY18-19
Water	1,913,842	1,838,515	<b>1,653,823</b>
Waste Water	1,792,086	1,735,492	<b>1,843,766</b>
W&S Costruction	1,428,443	1,377,109	<b>1,256,478</b>
<b>Totals</b>	<b>5,134,371</b>	<b>4,951,116</b>	<b>4,754,066</b>

Utility Fund Revenues

	5,134,371	4,951,116	<b>4,754,066</b>
<b>Over/Under</b>	<b>0</b>	<b>0</b>	<b>(0)</b>

# UTILITY FUND

# REVENUES

## TOWN OF VALDESE

## UTILITY FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YR
30.3290.000 Interest on Investments	7,255	4,000	0	4,000	<b>4,000</b>
30.3310.000 Rents	1,600	1,080	540	1,080	<b>1,080</b>
30.3350.030 Others	1,421	2,000	10,467	11,000	<b>2,000</b>
30.3350.040 Utility Bill Penalties	50,054	50,250	33,272	50,500	<b>51,000</b>
30.3710.010 Water Charges - Res	1,961,648	2,084,069	1,387,706	2,062,580	<b>1,980,086</b>
30.3710.011 Water Charges - Comm	227,117	257,582	69,613	121,690	<b>222,607</b>
30.3710.012 Water Charges - Ind	585,869	629,000	383,886	566,902	<b>591,674</b>
30.3710.014 MUC \$1	63,600	63,600	37,100	63,600	<b>0</b>
30.3710.020 WW Charges	1,072,150	1,266,120	676,397	1,000,000	<b>1,189,932</b>
30.3710.021 Long Term Monitoring	12,535	14,573	9,561	14,400	<b>14,050</b>
30.3710.023 Sewer Monitoring	0	0	0	0	<b>0</b>
30.3710.030 Sprinkler Service Charge	650	1,005	0	0	<b>500</b>
30.3730.000 Tap & Connection Fees	11,050	20,100	4,625	15,000	<b>12,000</b>
30.3750.000 Reconnection Fees	22,221	27,135	14,537	24,000	<b>22,500</b>
30.3810.010 Sale of Materials	0	0	0	0	<b>0</b>
30.3810.020 Town of Drexel	122,110	110,550	95,953	155,000	<b>100,671</b>
30.3810.030 Burke Cnty-E Burke System	63,434	53,617	62,860	95,500	<b>48,830</b>
30.3810.031 Burke County MUC (139)					
30.3810.032 Burke County Water	88,332	90,450	70,581	102,500	<b>85,080</b>
30.3810.040 RC Water Corp	173,528	187,935	130,679	192,500	<b>176,780</b>
30.3810.041 RC Water Corp MUC (731)	-435	0	0	0	<b>0</b>

## TOWN OF VALDESE

## UTILITY FUND REVENUES

Account Number Title	PREV YR ACTUAL	CURRENT BUDGET	REVENUE TO DATE	EST ENTIRE YR	EST NEXT YR
30.3810.042 RC Water Corp WW	11,585	13,065	8,236	13,000	<b>11,900</b>
30.3810.050 Valdese Hospital	51,990	56,160	37,622	53,000	<b>56,200</b>
30.3810.070 ICARD Water Corp	151,124	167,660	96,902	142,000	<b>159,176</b>
30.3810.080 Connely Springs Maint	28,695	0	11,500	23,500	<b>24,000</b>
30.3970.700 From CRF	0	8,439	0	8,439	<b>0</b>
30.3970.930 Insurance Reserve	0	0	0	0	
30.3990.000 Fund Balance	0	25,981	0	230,925	
30.3990.002 Capital Contributions TCW					
<b>TOTALS</b>	<b>4,707,533</b>	<b>5,134,371</b>	<b>3,142,037</b>	<b>4,951,116</b>	<b>4,754,066</b>

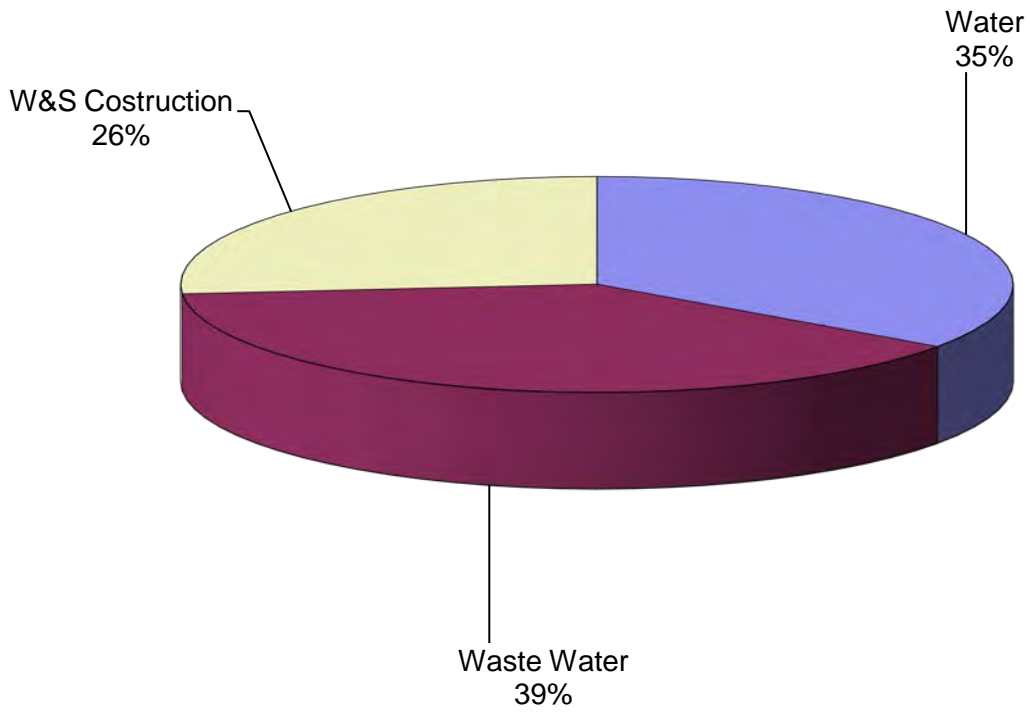
From CIP

# UTILITY FUND EXPENDITURES



## Utility Fund Expenditures By Dept

FY 2018 - 2019



## TOWN OF VALDESE

## UTILITY FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>30.8100- Water Plant</b>					
-020 Salaries & Wages	290,525	276,164	185,809	276,164	<b>281,477</b>
-021 Over Time	1,142	6,500	245	500	<b>3,000</b>
-022 Part Time	0	0	0	0	<b>0</b>
-025 OPED	9,125	0	0	0	<b>0</b>
-040 Prof Services	9,744	21,500	74,628	74,628	<b>21,500</b>
-042 Mapping	0	800	0	0	<b>0</b>
-043 Rate Study	0		0	0	<b>0</b>
-050 FICA Tax	-272	20,667	13,797	20,667	<b>21,080</b>
-060 Group Insurance	64,919	64,010	42,120	64,010	<b>58,639</b>
-070 Retirement	14,968	20,262	14,070	20,674	<b>20,674</b>
-110 Telephone	1,544	1,400	864	1,400	<b>1,400</b>
-111 Postage	10,348	7,000	7,306	7,306	<b>0</b>
-120 Printing	624	520	0	0	<b>0</b>
-130 Utilities Elec	226,878	256,925	140,230	243,828	<b>256,925</b>
-132 Utilities Fuel Oil	0	0	0	0	<b>2,500</b>
-140 Travel & Schools	63	1,500	0	500	<b>3,000</b>
-150 Maint & Repair Bldg	22,117	36,770	8,054	36,770	<b>36,770</b>
-160 Maint & Repair Equip	36,900	33,991	19,615	26,000	<b>33,991</b>
-170 Maint & Repair Veh	904	535	59	184	<b>684</b>
-260 Advertisement	247	600	0	0	<b>600</b>
-311 Auto Supplies Gas	704	2,000	548	2,000	<b>2,000</b>
-312 Auto Supplies Diesel	64	500	1,169	1,170	<b>2,500</b>
-313 Auto Supplies Tires	0	660	510	510	<b>500</b>
-314 Auto Supplies Oil	0	162	0	162	<b>162</b>
-330 Dept Supplies	-2,179	4,000	3,295	3,500	<b>3,800</b>
-332 Chemicals	71,655	85,000	46,954	85,000	<b>85,000</b>
-333 Lab Supplies	11,978	13,637	8,334	13,637	<b>15,000</b>
-334 Water Testing	11,670	18,005	6,916	13,005	<b>18,000</b>
-360 Uniforms	2,868	3,380	1,777	3,380	<b>3,380</b>
-450 Contract Services	4,166	5,000	4,237	5,000	<b>5,000</b>
-530 Dues & Subscription	4,329	12,000	11,260	11,580	<b>12,600</b>
-540 Insurance & Bonds	18,108	24,342	10,777	24,342	<b>24,342</b>
-572 Safety	1,089	2,690	1,430	2,100	<b>2,690</b>
-720 Capital Outlay - CIP	0	0	0	0	<b>0</b>
-740 Cap Outlay Equip - CIP	0	70,900	9,558	70,900	<b>51,000</b>
-911 Debt Service - CWB	0	92,824	0	0	<b>0</b>
-920 Payment for Tax & Services	444,507	444,507	296,338	444,507	<b>444,500</b>
-921 Transfer to Gen Fund	180,000	102,148	0	102,148	
-930 VEDIC	12,500	12,500	12,500	12,500	<b>12,500</b>
-931 Economic DEVEL BPED	7,319	7,388	5,888	7,388	<b>7,609</b>

## TOWN OF VALDESE

## UTILITY FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
-932 Econ Grant Shenandoah				0	0
-933 Econ Grant Valdese We				0	0
-934 Econ Grant Kellex				0	0
-963 Loan to ABC Store	0	30,000		30,000	
-989 Contingency	0	12,055		12,055	
-990 Cont- Old Debt Service	239,000	221,000		221,000	<b>221,000</b>
<b>Department Totals</b>	<b>1,697,555</b>	<b>1,913,842</b>	<b>928,288</b>	<b>1,838,515</b>	<b>1,653,823</b>

## TOWN OF VALDESE

## UTILITY FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>30.8110- Waste Water Plant</b>					
-020 Salaries & Wages	371,155	390,766	257,840	386,760	<b>397,933</b>
-021 Over Time	0	0	0	0	<b>0</b>
-022 Part Time	0	0	0	0	<b>0</b>
-040 Prof Services	133,556	2,101	1,455	2,101	<b>2,101</b>
-041 Prof Services - CIP	0	0	0	0	<b>0</b>
-050 FICA Tax	27,659	29,024	19,470	29,205	<b>29,205</b>
-060 Group Insurance	72,277	80,205	56,282	80,205	<b>72,149</b>
-070 Retirement	20,484	28,455	17,877	28,455	<b>28,455</b>
-080 Unemploy Charge	0	0	0	0	<b>0</b>
-110 Telephone	4,310	4,500	2,409	3,614	<b>4,000</b>
-111 Postage	8,802	5,000	6,094	6,100	<b>0</b>
-120 Printing	0	0	37	0	<b>0</b>
-130 Utilities Elec	266,427	275,000	149,297	225,000	<b>275,000</b>
-132 Utilities Fuel Oil	5,355	7,463	2,840	7,400	<b>7,500</b>
-140 Travel & Schools	7,188	5,500	6,973	7,400	<b>9,400</b>
-150 Maint & Repair Bldg	530,581	100,000	70,062	105,093	<b>110,000</b>
-151 M & R Equip - Upgrade	0	0	0	0	<b>0</b>
-152 Cline Street PS - CIP	69,786	0	0	0	<b>0</b>
-153 High Meadows PS - CIP	0	0	200	200	<b>0</b>
-154 Morgan Trace PS	6,990	3,800	0	3,800	<b>0</b>
-155 John Berry PS	0	0	0	0	<b>0</b>
-156 Settings PS	0	0	0	0	<b>0</b>
-160 Maint & Repair Equip	36,931	8,555	8,989	10,000	<b>10,000</b>
-161 Maint & Repair Equip - CIP	0	0	0	0	<b>0</b>
-170 Maint & Repair Veh	796	1,250	51	1,250	<b>2,090</b>
-260 Advertisement	170	100	93	100	<b>100</b>
-311 Auto Supplies Gas - Un	2,377	4,875	1,975	4,875	<b>4,875</b>
-312 Auto Supplies Diesel	0	0	0	0	<b>0</b>
-313 Auto Supplies Tires	1,120	1,900	0	1,900	<b>500</b>
-314 Auto Supplies Oil	18	485	86	485	<b>500</b>
-330 Dept Supplies	26,909	12,000	8,819	12,000	<b>12,000</b>
-332 Chemicals	53,351	58,000	35,234	52,851	<b>58,000</b>
-333 Lab Supplies	8,417	8,600	6,686	8,600	<b>8,600</b>
-336 Wood Chips	36,855	30,000	21,400	31,000	<b>35,000</b>
-360 Uniforms	3,607	3,500	2,354	3,500	<b>3,500</b>
-450 Contract Services	12,324	10,195	14,133	15,000	<b>10,195</b>
-500 Long Term Monitoring	13,066	15,500	13,564	16,000	<b>17,000</b>
-530 Dues & Subscription	11,778	8,060	4,501	6,751	<b>8,060</b>
-540 Insurance & Bonds	23,660	23,660	27,565	27,565	<b>27,565</b>
-572 Safety	2,351	2,500	1,677	2,500	<b>2,500</b>

## TOWN OF VALDESE

## UTILITY FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
-720 Capital Projects - Bldg	0	0	0	0	0
-730 Capital Projects - Other Improvem't	0	0	0	0	0
-740 Capital Projects - EQT	0	18,000	11,177	11,177	77,317
-741 Capital Projects - CIP	0	0	0	0	0
-910 Debt Service	19,161	165,612	7,664	165,612	165,612
-911 Debt Service-Loader	1,083	14,598	14,598	14,598	0
-920 Payment for Tax & Serrvices	444,507	444,507	296,338	444,507	444,500
-922 Transfer to MUC	0	0	0	0	0
-930 VEDIC	12,500	12,500	12,500	12,500	12,500
-931 Econ Devel - BPED	7,319	7,389	5,888	7,389	7,609
-933 Econ Grant- Val Weavers	0	8,486	0	0	0
-961 Cont to CRF	0	0	0	0	0
<b>Department Totals</b>	<b>2,242,868</b>	<b>1,792,086</b>	<b>1,086,128</b>	<b>1,735,492</b>	<b>1,843,766</b>

## TOWN OF VALDESE

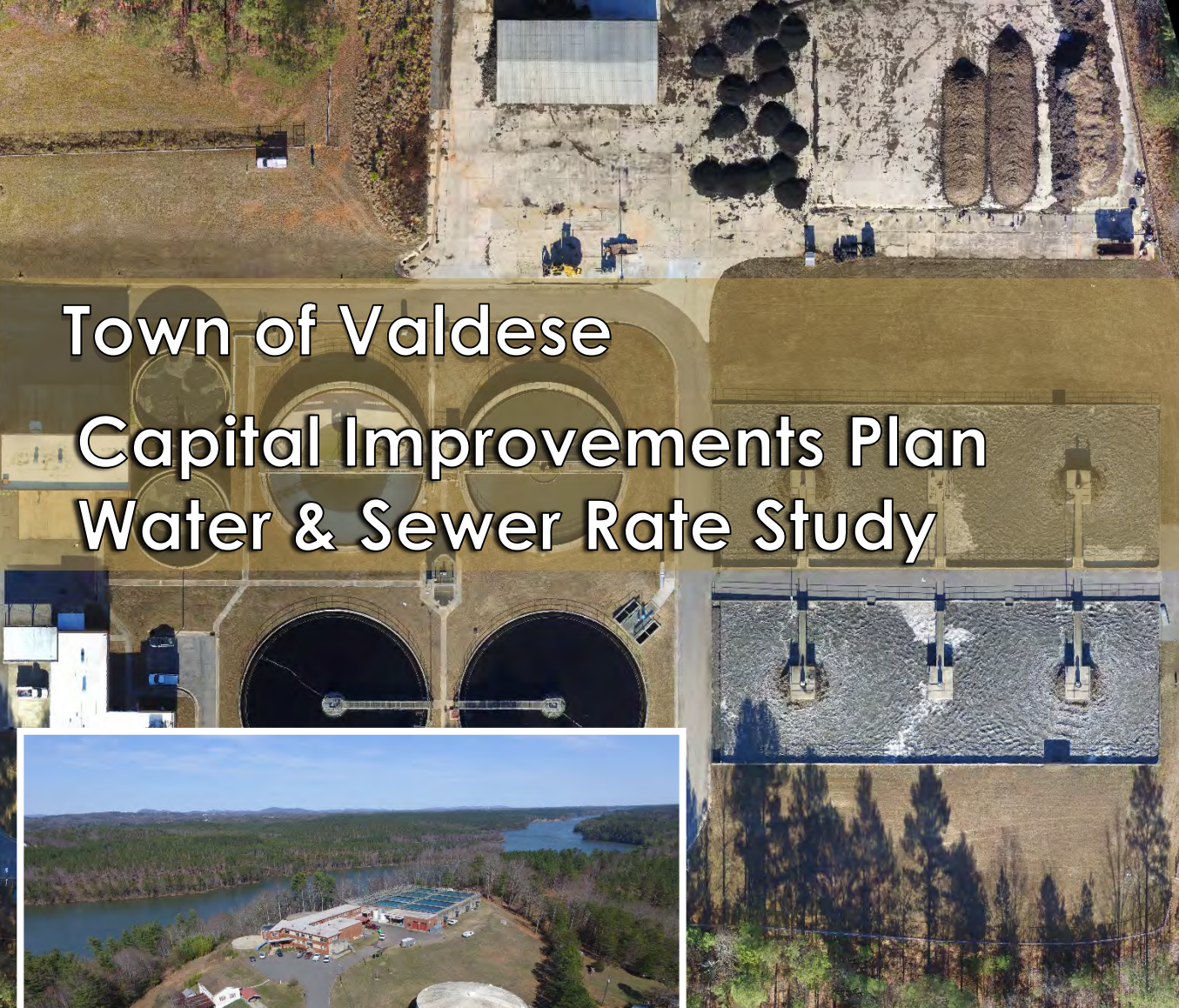
## UTILITY FUND EXPENDITURES

		PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
<b>30.8120-</b>	<b>W &amp; S Construction</b>					
-020	Salaries & Wages	304,752	301,411	193,860	297,360	<b>307,458</b>
-021	Over Time	9,733	17,630	7,469	12,469	<b>18,030</b>
-022	Part Time	0	0	0		
-040	Prof Services	66,268	61,516	29,186	61,686	<b>64,500</b>
-041	Prof Serv - Meter Replacement	0	0	3,218		
-042	Prof Serv Settings Obse	10,988	500	1,003	1,503	<b>500</b>
-043	Prof Serv Setting	4,208	0	153	153	<b>0</b>
-050	FICA Tax	23,513	23,904	14,929	23,376	<b>24,900</b>
-060	Group Insurance	81,021	63,932	42,129	64,129	<b>62,694</b>
-070	Retirement	17,305	23,435	15,232	23,478	<b>24,737</b>
-110	Telephone	3,784	3,876	2,471	3,955	<b>4,452</b>
-111	Postage	1,136	710	98	798	<b>510</b>
-120	Printing	7,632	12,237	5,648	10,804	<b>981</b>
-130	Utilities Elec	17,086	20,400	9,630	17,630	<b>21,000</b>
-131	Utility Gas	3,917	4,200	3,239	5,039	<b>4,200</b>
-140	Travel & Schools	1,173	2,970	850	2,580	<b>2,970</b>
-150	Maint & Repair Bldg	70,375	41,825	30,214	49,214	<b>41,525</b>
-160	Maint & Repair Equip	13,060	29,115	3,600	16,900	<b>29,615</b>
-170	Maint & Repair Veh	9,807	6,261	3,788	6,038	<b>6,261</b>
-260	Advertisement	0	100	122	622	<b>100</b>
-311	Auto Supplies Gas	14,401	20,493	6,593	16,949	<b>18,332</b>
-312	Auto Supplies Diesel	1,157	3,374	150	2,972	<b>3,374</b>
-313	Auto Supplies Tires	1,409	6,350	2,244	5,044	<b>5,150</b>
-314	Auto Supplies Oil	723	3,999	245	1,770	<b>3,999</b>
-330	Dept Supplies	75,552	58,790	45,734	66,104	<b>57,418</b>
-331	Meters	11,284	37,940	8,266	35,302	<b>16,940</b>
-332	Chemicals	0	1,700	0	1,500	<b>1,700</b>
-333	Meters TCW	28,100	0	0	0	<b>0</b>
-360	Uniforms	5,633	6,580	3,386	4,786	<b>6,580</b>
-450	Contract Services	24,820	21,860	18,528	26,548	<b>58,292</b>
-530	Dues & Subscriptions	2,445	5,249	1,780	4,480	<b>5,284</b>
-540	Insurance & Bonds	32,841	28,612	21,268	21,268	<b>28,612</b>
-570	Misc	-3,030	8,226	-12,116	-10,844	<b>0</b>
-572	Safety	1,978	1,400	296	1,296	<b>1,400</b>
-730	Capital Outlay	0	0	0	0	<b>128,300</b>
-731	Capital Outlay - CIP	0	0	0	0	<b>0</b>
-740	Cap Outlay Equip	0	175,520	98,070	168,070	<b>0</b>
-741	Cap Outlay - Vehicle	0	51,200	0	51,500	<b>0</b>
-910	Debt Service-Church St	1,971	20,428	739	21,167	<b>20,428</b>
-911	Debt Service-Settings	49,215	67,450	0	67,450	<b>67,450</b>
-912	Debt Service Backhoe	507	0	12,502	12,502	<b>0</b>
-913	Debt Service TCW	13,827	36,855	36,855	36,855	<b>36,855</b>
-914	Debt Service I&I	3,087	15,933	2,194	2,194	<b>15,933</b>

# TOWN OF VALDESE

## UTILITY FUND EXPENDITURES

	PREV YR ACTUAL	CURRENT BUDGET	EXPENDED TO DATE	EST ENTIRE YR	MANAGER RECOMMENDS
-919 Meter Replace Val - CIP	61,500	0	0	0	0
-920 Payment for Tax & Serv-TCW	166,000	166,000	110,667	166,000	166,000
-961 Cont to CRF		0	0	0	0
-962 Water Line Replacement	63,600	63,600	0	63,600	0
-992 Insurance Reserve	0	12,862	0	12,862	0
<b>Department Totals</b>	<b>1,202,776</b>	<b>1,428,443</b>	<b>724,239</b>	<b>1,377,109</b>	<b>1,256,478</b>



# Town of Valdese Capital Improvements Plan Water & Sewer Rate Study



**R.J. Mozeley, PE**  
Project Manager

**Dale Schepers**  
Management Services Analyst



**March 19, 2018**





# Accomplishments

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- Water Line Replacements
- Sewer Infiltration & Inflow Study
- Sewer Rehabilitation
- Biosolids Study
- ArcFlash Studies
- Water Tank Reconditioning
- Electrical Systems Upgrades
- WWTP Clarifier Rehabilitation
- Rate Structure Simplification
- Backup Generator Addition @ Pump Station Sites
- Improved SCADA Systems
- Aided Funding Application Process

# 154 of 174 Current Projects

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- WTP Generator Addition
- Motor Fleet Replacement
- Maintenance Equipment Replacement
- WWTP Grit System Replacement
- Advanced Metering Infrastructure



# Capital Improvements Plan

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## 2018 CIP Table

**Table 1**  
**Town of Valdese Water and Sewer Utility Fund**  
**Capital Improvements Plan**

**Water Distribution/Sewer Collection Division**

Project Number	Project Description	Cost	Current Year FY2018	Year 1 FY2019	Year 2 FY2020	Year 3 FY2021	Year 4 FY2022	Year 5 FY2023	Year 6 FY2024	Year 7 FY2025	Year 8 FY2026	Year 9 FY2027	Year 10 FY2028	Years 11+ FY2029
1	2006 F350 Service Truck	35,000			35,000									
2	2017 Cat Backhoe Loader	106,000	106,000											
3	2014 Cat Mini Trackhoe	96,600	13,000					83,600						
4	2009 Pipe Hunter Jet M 35418	42,000									42,000			
5	2014 Ford F150 Meter Truck	28,000					28,000							
6	Trailer	15,000										15,000		
7	2002 4x4 Classic	28,000								28,000				
8	2011 Ford 4x4 F350	32,000							32,000					
9	2007 4x4 Silverado	28,000				28,000								
10	2007 Chevy Silverado 4x4	27,300			27,300									
11	1985 Kubota / Tractor Backhoe	72,100			72,100									
12	1985 John Deere Backhoe	90,000						90,000						
13	2018 Ford Explorer	27,247	27,247											
14	2018 Ford F150 4x4	25,000	25,000											
15	2006 Chevy Dump Truck 1.5 Ton	50,000							50,000					
16	2004 Chevy 4x4	27,000				27,000								
17	2013 F350 Service Truck	42,000											42,000	
18	2007 Ferris Mower	8,000					8,000							
19	2016 Ford F150 4x4	28,000									28,000			
20	Insert In-Line valve 24 Inch Transmission line from Water Plant 100% grant: Non-Op Rev	61,000		61,000										
21	St Germain Water Line Replacement SRF loan with 156,828 forgiveness	313,656		313,656										
22	Cross Connection Program	25,000		25,000										
23	Phone System Upgrade	70,000	70,000											
24	Electrical Upgrades to Bridgeport Booster Pump Station	42,500				42,500								
25	B & D Water Line Replacement	177,400											177,400	
26	Abernathy circle Water Line Project	220,900											220,900	
27	Ellis Deal Water Line Replacement	230,500											230,500	
28	SRF Funded 2018 Water System Upgrades Project 1,181,700 less 500,000 grant				1,181,700									
28a	Zion Road Control Valve Project													
28b	Logan Drive Water Line Replacement													
28c	Eastwood Subdivision Water Line Replacement													
28d	Hill Drive Water Line Replacement													
28e	Lakeview Acres Road Water Line Replacement													
34	AMI Meter Replacement 2,265,386 less 566,347 grant	2,265,386		2,265,386										
35	Main St. Water Line Replacement	2,782,944					2,782,944							
36	Eldred St. Water Line Replacement	400,000									400,000			
37	NC 18 South Tank Project													2,026,800
38	Triple District Tank Inspections & Interior Cleaning (Logan St., Drexel Rd., Flat Gap.)	79,800		13,300	13,300	13,300				13,300	13,300	13,300		
39	Meter Replacements	172,940	37,940	10,000	10,000	10,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
40	Barus Tank Mixer	50,000				50,000								
41	Barus DBP Stripping System	30,000					30,000							
42	Hydraulic Model Study	45,000		45,000										
43	Billing Software Upgrades	70,000		70,000										
44	Renew Arc-Flash Study	2,500							2,500					
45	SCADA Upgrades	85,000				40,000					45,000			48,600
	<b>Subtotal - Water Distribution/Sewer Collection</b>	<b>7,931,773</b>	<b>279,187</b>	<b>2,803,342</b>	<b>1,339,400</b>	<b>210,800</b>	<b>2,863,944</b>	<b>188,600</b>	<b>99,500</b>	<b>56,300</b>	<b>543,300</b>	<b>714,100</b>	<b>15,000</b>	<b>2,075,400</b>

**Water Treatment Division**

Project Number	Project Description	Cost	Current Year FY2018	Year 1 FY2019	Year 2 FY2020	Year 3 FY2021	Year 4 FY2022	Year 5 FY2023	Year 6 FY2024	Year 7 FY2025	Year 8 FY2026	Year 9 FY2027	Year 10 FY2028	Years 11+ FY2029
1	New Superintendent Vehicle	52,700	24,700								28,000			
2	New Maintenance Vehicle	52,700	24,700							28,000				
3	New 4-Wheel Drive Lawnmower	29,000	13,000								16,000			
4	Roof Replacement - Main Building	40,000					40,000							
5	Roof Replacement - Raw Water PS	25,000						25,000						
6	Roof Replacement - Finished Water PS	20,000							20,000					
7	Roof Replacement - Maintenance Building	20,000					20,000							
8	Replace Chemical Feed Pumps	34,150	5,400	5,500	5,700					5,800	5,850	5,900		
9	Raw Water Intake													8,000,000
10	Raw Water Pump MCC Replace & Finish Water PS MCCs 842,770 less 210,692 grant	842,770			842,770									
11	Raw Water Pump Replacement	1,018,000						509,000	509,000					731,100
12	Replace Raw Water Control Valves	91,500				43,700			47,800					
13	Pave Raw Water PS Access Road													67,600
14	Backup Generator & Electrical Modifications CDBG Gant Funding - NonOp Rev 100%	1,000,000		1,000,000										
15	Clearwell Structural Assessments	100,000		50,000			50,000							
16	Renew Arc-Flash Study	12,125							12,125					
17	SCADA Upgrades	85,000				40,000					45,000			48,600
18	Clearwell Baffle Wall Repair	175,000						175,000						
19	Tank Maintenance	40,000					20,000			20,000				
20	Convert Disinfection to Sodium Hypochlorite	553,100			553,100									
	<b>Subtotal - Water Distribution/Sewer Collection</b>	<b>4,191,045</b>	<b>67,800</b>	<b>1,055,500</b>	<b>1,401,570</b>	<b>83,700</b>	<b>130,000</b>	<b>709,000</b>	<b>588,925</b>	<b>53,800</b>	<b>94,850</b>	<b>5,900</b>	<b>0</b>	<b>8,847,300</b>

**Wastewater Treatment Division**

Project Number	Project Description	Cost	Current Year FY2018	Year 1 FY2019	Year 2 FY2020	Year 3 FY2021	Year 4 FY2022	Year 5 FY2023	Year 6 FY2024	Year 7 FY2025	Year 8 FY2026	Year 9 FY2027	Year 10 FY2028	Years 11+ FY2029
1	1998 Biosolids Truck	59,700						59,700						
2	Sludge Trailer	36,900							36,900					
3	2008 Compost Loader	155,200					155,200							
4	Plant Truck	29,600											29,600	
5	Maint Vehicle 2013	35,000				35,000								
6	Lab Truck	25,000											25,000	
7	Riding Mower (2004)	26,700	18,000				8,700							10,100
8	Seal Replacement for Influent Pumps 1&2	14,200					7,000		7,200					18,300
9	Seal Replacement for Influent Pumps 3&4	42,900		13,800		14,600				14,500				
10	Seal Replacement for Secondary Waste Pumps	9,300					9,300							
11	Seal Replacement for Sludge Recycle Pumps	18,600		8,500						10,100				
12	Polymer System	40,000		40,000										
13	Centrifuge Drive	318,000		318,000										
14	Centrifuge #2 Overhaul	50,000							50,000					
15	Centrifuge #1 Overhaul	50,000								50,000				
16	Roof SO2 Building	12,000			12,000									12,100
17	Sludge Grinder #1													19,100
18	Sludge Grinder #2													18,000
19	Aeration Basin	1,224,500	25,000	25,000								1,174,500		
20	Spare Pump Cline Street													54,300
21	Spare Pump Morgan Trace													16,400
22	Spare Pump High Meadows													10,100
23	Spare Pump John Berry													82,500
24	Spare Pump Seitz													42,000
25	Secondary Clarifier Painting	40,000		40,000										
26	Thickener Blower #1	11,600			5,500				6,100					
27	Thickener Blower #2	12,000			5,500						6,500			
28	SCADA	22,000				10,000					12,000			67,200
29	Renew Arc-Flash Study	10,875							10,875					
30	Grit Removal System Replacement: 1,082,300 less 725,141 grant	1,082,300		1,082,300										
31	Dewatering Building	10,000						10,000						
32	Dewatering Building Grading, Drainage, Asphalt Modifications			0										
33	Sludge Biosolids Dewatering Improvements													3,158,000
34	6" Compound Flow Meter	40,000		40,000										
35	Biosolids Drying Equipment													5,873,000
36	Conversion to Ultraviolet Disinfection	787,900				787,900								
37	Concrete Work at Compost Pad	37,000		11,600					12,000				13,400	
38	Compost Pad Electrical, Blower & Air Piping Modifications	200,000				200,000								
39	Harris Avenue PS Gravity Sewer Extension													1,300,000
40	Holly Hills Sewer System Extension													3,300,000
41	Upgrade/Replacement Project on Influent Screens			0										
	<b>Subtotal - Water Distribution/Sewer Collection</b>	<b>4,401,275</b>	<b>43,000</b>	<b>1,579,200</b>	<b>23,000</b>	<b>1,047,500</b>	<b>180,200</b>	<b>69,700</b>	<b>123,075</b>	<b>74,600</b>	<b>18,500</b>	<b>1,174,500</b>	<b>68,000</b>	<b>13,981,100</b>
	<b>Capital Improvements Plan Total</b>	<b>16,524,093</b>	<b>389,987</b>	<b>5,438,042</b>	<b>2,763,970</b>	<b>1,342,000</b>	<b>3,174,144</b>	<b>967,300</b>	<b>811,500</b>	<b>184,700</b>	<b>656,650</b>	<b>1,894,500</b>	<b>83,000</b>	<b>24,903,800</b>

# Financial Analysis

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## Financial Analysis Summary Tables

**Table 2**  
**Table of Valdese Water and Sewer Utility Fund**  
**Summary Financial Analysis**

Revenue

Description		Budget FY2018	Estimated FY2018	Year 1 FY2019	Year 2 FY2020	Year 3 FY2021	Year 4 FY2022	Year 5 FY2023	Year 6 FY2024	Year 7 FY2025	Year 8 FY2026	Year 9 FY2027	Year 10 FY2028
1	Metered Water Sales	3,417,000	3,212,000	3,241,000	3,245,000	3,249,000	3,253,000	3,257,000	3,260,000	3,264,000	3,268,000	3,272,000	3,276,000
2	Metered Sewer Sales	1,498,000	1,401,000	1,438,000	1,439,000	1,440,000	1,441,000	1,442,000	1,444,000	1,445,000	1,446,000	1,447,000	1,448,000
3	<b>Total Metered Sales</b>	<b>4,915,000</b>	<b>4,613,000</b>	<b>4,679,000</b>	<b>4,684,000</b>	<b>4,689,000</b>	<b>4,694,000</b>	<b>4,699,000</b>	<b>4,704,000</b>	<b>4,709,000</b>	<b>4,714,000</b>	<b>4,719,000</b>	<b>4,724,000</b>
4													
5	Non-Metered Revenue	120,000	392,000	2,624,000	870,000	159,000	160,000	161,000	161,000	162,000	162,000	119,000	120,000
6													
7	Total Revenue (Existing Rates)	5,035,000	5,005,000	7,303,000	5,554,000	4,848,000	4,854,000	4,860,000	4,865,000	4,871,000	4,876,000	4,838,000	4,844,000
8													
9	Projected New Revenue		-	187,000	382,000	585,000	796,000	1,016,000	1,245,000	1,364,000	1,485,000	1,609,000	1,736,000
10	(Assumes Rate Adjustment per Financial Analysis)												
11													
12	<b>Total Revenue Including Adjustments</b>		<b>5,005,000</b>	<b>7,491,000</b>	<b>5,936,000</b>	<b>5,434,000</b>	<b>5,650,000</b>	<b>5,876,000</b>	<b>6,110,000</b>	<b>6,234,000</b>	<b>6,361,000</b>	<b>6,447,000</b>	<b>6,579,000</b>

Expenses

Description		Budget FY2018	Estimated FY2018	Year 1 FY2019	Year 2 FY2020	Year 3 FY2021	Year 4 FY2022	Year 5 FY2023	Year 6 FY2024	Year 7 FY2025	Year 8 FY2026	Year 9 FY2027	Year 10 FY2028
1	Administration	904,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
2	Water Supply & Treatment	900,000	900,000	925,000	950,000	976,000	1,002,000	1,030,000	1,058,000	1,087,000	1,116,000	1,147,000	1,178,000
3	Wastewater Treatment	1,111,000	1,111,000	1,141,000	1,173,000	1,205,000	1,238,000	1,272,000	1,307,000	1,343,000	1,379,000	1,417,000	1,456,000
4	Water and Sewer Maintenance	793,000	793,000	816,000	838,000	862,000	886,000	911,000	936,000	963,000	989,000	1,017,000	1,046,000
5													
6	New Operating Costs		3,000	3,000	3,000	3,000	3,000	3,000	6,000	6,000	6,000	6,000	6,000
7													
8	Non Operating Expenses		476,000	476,000	401,000	401,000	221,000	221,000	221,000	221,000	221,000	221,000	221,000
9	Capital Outlay		390,000	3,264,000	897,000	554,000	391,000	967,000	812,000	185,000	657,000	720,000	83,000
10	Existing Debt Service		321,000	302,000	297,000	273,000	119,000	119,000	119,000	118,000	104,000	-	-
11	New Debt Service		-	-	113,000	225,000	237,000	444,000	504,000	496,000	487,000	566,000	584,000
12													
13	<b>Total Expenses</b>		<b>4,894,000</b>	<b>7,827,000</b>	<b>5,572,000</b>	<b>5,399,000</b>	<b>4,997,000</b>	<b>5,867,000</b>	<b>5,863,000</b>	<b>5,319,000</b>	<b>5,859,000</b>	<b>5,994,000</b>	<b>5,474,000</b>
14													
15													
16	<b>Net Income</b>		<b>111,000</b>	<b>-336,000</b>	<b>364,000</b>	<b>35,000</b>	<b>653,000</b>	<b>9,000</b>	<b>247,000</b>	<b>915,000</b>	<b>502,000</b>	<b>453,000</b>	<b>1,105,000</b>
17													
18	<b>Unrestricted Net Assets</b>		<b>1,967,229</b>	<b>1,631,685</b>	<b>1,996,091</b>	<b>2,031,426</b>	<b>2,684,603</b>	<b>2,693,986</b>	<b>2,941,736</b>	<b>3,858,760</b>	<b>4,360,405</b>	<b>4,812,884</b>	<b>5,918,007</b>
19	Unrestricted Net Assets Balance / Total Expenses (%)		40%	21%	36%	38%	54%	46%	50%	73%	74%	80%	108%
20	Unrestricted Net Assets / Operating Expenses (%)		44%	36%	44%	44%	61%	60%	65%	83%	92%	102%	123%



# Proposed Rates

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## Proposed Rate Summary Table

## Town of Valdese Current and Proposed Water Rates

	Current Rate	Projected					Extended				
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Inside Water Residential</b>											
Minimum 3,000 gallons	30.25	31.50	32.80	34.15	35.55	37.00	38.50	39.30	40.10	40.95	41.80
Volume Charge (per 1,000 gal); 3,001+ gallons	2.95	3.10	3.25	3.40	3.55	3.70	3.85	3.95	4.05	4.15	4.25
<b>Outside Water Residential</b>											
Minimum 3,000 gallons	49.85	49.85	49.85	49.85	49.85	49.85	49.85	49.85	49.85	49.85	49.85
Volume Charge (per 1,000 gal); 3,001+ gallons	5.90	5.90	5.90	5.90	5.90	5.90	5.90	5.90	5.90	5.90	5.90
<b>Inside Water Commercial</b>											
Minimum 3,000 gallons	30.25	31.50	32.80	34.15	35.55	37.00	38.50	39.30	40.10	40.95	41.80
Volume Charge (per 1,000 gal); 3,001+ gallons	2.95	3.10	3.25	3.40	3.55	3.70	3.85	3.95	4.05	4.15	4.25
<b>Outside Water Commercial</b>											
Minimum 3,000 gallons	60.65	63.10	65.65	68.30	71.05	73.90	76.90	78.45	80.05	81.70	83.35
Volume Charge (per 1,000 gal); 3,001+ gallons	5.90	6.15	6.40	6.65	6.95	7.25	7.55	7.70	7.85	8.00	8.15
<b>Inside Water Industrial</b>											
Minimum 3,000 gallons	11.85	12.35	12.85	13.40	13.95	14.55	15.10	15.45	15.80	16.15	16.50
Volume Charge (per 1,000 gal); 3,001 - 300,000 gallons	2.25	2.35	2.45	2.55	2.65	2.75	2.85	2.90	3.00	3.10	3.20
Volume Charge (per 1,000 gal); 300,000+ gal	1.10	1.15	1.20	1.25	1.30	1.35	1.40	1.45	1.50	1.55	1.60
<b>Outside Water Industrial</b>											
Minimum 3,000 gallons	23.70	24.65	25.65	26.70	27.80	28.95	30.15	30.80	31.45	32.10	32.75
Volume Charge (per 1,000 gal); 3,001 - 300,000 gallons	4.50	4.70	4.90	5.10	5.35	5.60	5.80	5.95	6.10	6.25	6.40
Volume Charge (per 1,000 gal); 300,000+ gal	2.20	2.30	2.40	2.50	2.60	2.70	2.80	2.85	2.90	2.95	3.00
<b>Burke County &amp; Rutherford College</b>											
Volume Charge (per 1,000 gal)	3.40	3.55	3.70	3.85	4.00	4.15	4.30	4.40	4.50	4.60	4.70
<b>Icard</b>											
Minimum 10,000,000 gal	10,300.00	10,400.00	10,500.00	10,600.00	10,700.00	10,800.00	10,900.00	11,000.00	11,100.00	11,200.00	11,300.00

Sample Monthly Water Charges		Current Rate	Projected					Extended				
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Residential Inside	4,000 gal	33.20	34.60	36.05	37.55	39.10	40.70	42.35	43.25	44.15	45.10	46.05
Residential Outside	4,000 gal	55.75	55.75	55.75	55.75	55.75	55.75	55.75	55.75	55.75	55.75	55.75
Commercial Inside	10,000 gal	50.90	53.20	55.55	57.95	60.40	62.90	65.45	66.95	68.45	70.00	71.55
Commercial Outside	10,000 gal	101.95	106.15	110.45	114.85	119.70	124.65	129.75	132.35	135.00	137.70	140.40
Commercial Inside	50,000 gal	168.90	177.20	185.55	193.95	202.40	210.90	219.45	224.95	230.45	236.00	241.55
Commercial Outside	50,000 gal	337.95	352.15	366.45	380.85	397.70	414.65	431.75	440.35	449.00	457.70	466.40
Industrial Inside	500,000 gal	900.10	940.30	980.50	1,020.75	1,061.00	1,101.30	1,141.55	1,166.75	1,206.80	1,246.85	1,286.90

## Town of Valdese Current and Proposed Sewer Rates

	Current Rate	Projected					Extended				
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Inside Sewer Residential</b>											
Minimum 3,000 gallons	6.35	6.65	6.95	7.25	7.55	7.90	8.25	8.45	8.65	8.85	9.05
Volume Charge (per 1,000 gal); 3,001+ gallons	2.15	2.25	2.35	2.45	2.55	2.65	2.75	2.80	2.85	2.90	2.95
<b>Outside Sewer Residential</b>											
Minimum 3,000 gallons	12.70	12.70	12.70	12.70	12.70	12.70	12.70	12.70	12.70	12.70	12.70
Volume Charge (per 1,000 gal); 3,001+ gallons	4.30	4.30	4.30	4.30	4.30	4.30	4.30	4.30	4.30	4.30	4.30
<b>Inside Sewer Commercial</b>											
Minimum 3,000 gallons	6.65	6.95	7.25	7.55	7.90	8.25	8.60	8.80	9.00	9.20	9.40
Volume Charge (per 1,000 gal); 3,001+ gallons	2.25	2.35	2.45	2.55	2.65	2.75	2.85	2.90	2.95	3.00	3.05
<b>Outside Sewer Commercial</b>											
Minimum 3,000 gallons	13.30	13.85	14.45	15.05	15.70	16.35	17.05	17.40	17.75	18.15	18.55
Volume Charge (per 1,000 gal); 3,001+ gallons	4.50	4.70	4.90	6.65	6.95	7.25	7.55	7.70	7.85	8.00	8.15
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Inside Sewer Industrial</b>											
Minimum 0 gallons	6.45	6.75	7.05	7.35	7.65	8.00	15.10	15.45	15.80	16.15	16.50
Volume Charge (per 1,000 gal)	2.15	2.25	2.35	2.45	2.65	2.75	2.85	2.90	2.95	3.00	3.05
<b>Outside Sewer Industrial</b>											
Minimum 0 gallons	12.90	13.45	14.00	14.60	15.20	15.85	16.50	16.85	17.20	17.55	17.95
Volume Charge (per 1,000 gal)	4.30	4.50	4.70	4.90	5.10	5.30	5.50	5.60	5.70	5.80	5.95
<b>Burke County</b>											
Volume Charge (per 1,000 gal)	2.35	2.45	2.55	2.65	2.75	2.85	2.95	3.00	3.05	3.10	3.15
<b>Drexel</b>											
Volume Charge (per 1,000 gal)	2.35	2.45	2.55	2.65	2.75	2.85	2.95	3.00	3.05	3.10	3.15
<b>Rutherford College</b>											
Volume Charge (per 1,000 gal)	2.35	2.45	2.55	2.65	2.75	2.85	2.95	3.00	3.05	3.10	3.15

Sample Monthly Sewer Charges	Current Rate	Projected					Extended				
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Residential Inside 4,000 gal	8.50	8.90	9.30	9.70	10.10	10.55	11.00	11.25	11.50	11.75	12.00
Residential Outside 4,000 gal	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00
Commercial Inside 10,000 gal	22.40	23.40	24.40	25.40	26.45	27.50	28.55	29.10	29.65	30.20	30.75
Commercial Outside 10,000 gal	44.80	46.75	48.75	61.60	64.35	67.10	69.90	71.30	72.70	74.15	75.60
Commercial Inside 50,000 gal	112.40	117.40	122.40	127.40	132.45	137.50	142.55	145.10	147.65	150.20	152.75
Commercial Outside 50,000 gal	224.80	234.75	244.75	327.60	342.35	357.10	371.90	379.30	386.70	394.15	401.60
Industrial Inside 500,000 gal	1,081.45	1,131.75	1,182.05	1,232.35	1,332.65	1,383.00	1,440.10	1,465.45	1,490.80	1,516.15	1,541.50

# Recap/Conclusions

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## Future Projects In 10-Year+ CIP Window

- 3<sup>rd</sup> Year of Planning Process
- Backlog of Needs was Substantial
- CIP Guides Decision Making, Budgeting & Operations
- Balance Cash vs. Debt vs. Rate Increases
- Future Needs / Healthy Enterprise Fund

**Table 4**  
**Town of Valdese Water and Sewer Utility Fund**  
**Funding Awards Summary**

<u>Project Name</u>	<u>Total Project Cost (\$)</u>	<u>Grant/Principal Forgiveness Amount (\$)</u>	<u>Loan Amount (\$)</u>	<u>Loan Rate (%)</u>
WTP Generator Addition	\$ 1,000,000	\$ 1,000,000	\$ -	-
24" Transmission Main Valve Replacement	\$ 61,000	\$ 61,000	\$ -	-
WWTP Grit System Replacement	\$ 1,082,300	\$ 725,141	\$ 357,159	-
AMI Meter Replacement	\$ 2,265,386	\$ 566,347	\$ 1,699,039	0.00%
St. Germain Water Line Replacement	\$ 313,656	\$ 156,828	\$ 156,828	0.00%
WTP MCC Replacements	\$ 842,770	\$ 210,692	\$ 632,078	0.00%
Water System Line Replacements	\$ 1,181,700	\$ 500,000	\$ 681,700	0.00%
WWTP Centrifuge Drives & Controls	\$ 317,265	\$ -	\$ 317,265	1.91%
<b>Totals</b>	<b>\$ 7,064,077</b>	<b>\$ 3,220,008</b>	<b>\$ 3,844,069</b>	

**Old Rock School Rental Rates:**

**Leased Spaces:**

Dream Connections – \$970 monthly = \$0.36 per sq. foot – last increase 2017

Still Waters Counseling Group – \$283 monthly = \$0.42 per sq. foot – last increase 2017

David Harmon Studios – \$283 monthly = \$0.42 per sq. foot – last increase 2017

PW RR Museum – \$210 monthly = \$0.15 per sq. foot – Agreed at Museum Opening

Kyle Barnes - \$50 monthly – Lease issued March 2018 (closet space used as small office)

Rotary – Use of Waldensian Room each Tuesday @ \$30 each Tuesday

**Free Rentals:**

Teachers Cottage

1. Meals on Wheels (Mondays-Fridays 8-12pm)
2. Lions Club (Tuesday Evenings)

Old Rock School

1. Old Colony Players – Office Space, 3<sup>rd</sup> floor both east & west sides
2. Rock School Arts Foundation – Studio 101, Art Gallery I & II, Office Space

**Rental Rates – See attached. All rates increased in 2017 with the addition of time restriction on each rental. Equipment usage fees were also added.**

DATE (S) REQUESTED: \_\_\_\_\_ DAY(S) OF WEEK: \_\_\_\_\_

# Old Rock School AUDITORIUM Application

CONTACT INFO

NAME OF ORGANIZATION OR GROUP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EVENT INFO

EVENT TYPE: \_\_\_\_\_ SHOW TIME: \_\_\_\_\_

SET-UP TIME: \_\_\_\_\_ FINISH TIME: \_\_\_\_\_

SOUND CHECK TIME: \_\_\_\_\_ OPEN AUDITORIUM DOOR: \_\_\_\_\_

OPEN LOBBY DOOR: \_\_\_\_\_ # OF PEOPLE ATTENDING: \_\_\_\_\_

Will alcohol be served/sold during your event? Yes No  
(If yes, a separate application must be submitted for approval and \$25 fee must be paid prior to the event date)

RENTAL FEES

### MONDAY-THURSDAY RATES

	Under 6 Hours	6 to 8 Hours	Over 8 Hours
Profit:	\$350	\$400	\$450
Non Profit:	\$250	\$300	\$350

### WEEKEND RATES: FRIDAY-SUNDAY

	Under 6 Hours	6 to 8 Hours	Over 8 Hours
Profit:	\$400	\$450	\$500
Non Profit:	\$300	\$350	\$400

Rehearsal fee available based on schedule for \$100, includes 5 hours: Yes No  
If so, date/time: \_\_\_\_\_

Sound & Light Equipment available for \$10 per hour: Yes No  
If so, date/time/number of hours: \_\_\_\_\_

### CANCELLATION POLICY

20% Deposit is due to secure day of rental and is **NON-REFUNDABLE** under any circumstances.

Full amount is **NON-REFUNDABLE** after 1 week prior to event

The Town of Valdese and the Old Rock School reserve the right to cancel and to void this contract if the deposit is not paid by the proper time. All users of the Rock School Auditorium are subject to the rules set by the Community Affairs Department and the Town of Valdese.

**\*\*IF ALARM SOUNDS PLEASE EVACUATE THE BUILDING IMMEDIATELY\*\***

By signing below the applicant agrees to all guidelines listed in the Old Rock School Usage Policy & agrees to abide by the details of this contract: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

TOTAL DUE

DEPOSIT PAID

PAID STAMP

# Old Rock School AUDITORIUM Application

## Special Needs Request Form

*Please check any of the following needs you may have:*

- Grand Piano: Tuning is an additional \$70 onto rental fee
- Upright Piano: Tuning is an additional \$70 onto rental fee
- Sound System: 24 Channel Board & 14 Microphone Inputs on stage  
# Needed \_\_\_\_\_.
- Stage Monitors: Four available \_\_\_\_\_
- Dressing rooms (Includes sink & counters):  
Room #119: Holds 24 people with tables and chairs, 52 with chairs only.  
Use of room: \_\_\_\_\_.
- Room #137: Holds 24 people with tables and chairs, 52 with chairs only.  
Use of room: \_\_\_\_\_.
- Additional rooms:*  
Room #138: Holds 23 people with tables and chairs, 49 with chairs only.  
Use of room: \_\_\_\_\_.
- Room 139: Holds 24 people with tables and chairs, 52 with chairs only.  
Use of room: \_\_\_\_\_.
- Vocal Microphones: 5 Available. # Needed \_\_\_\_\_.
- Instrument Microphones: 5 Available. # Needed \_\_\_\_\_.
- 4x8 Platforms: 5 Available. # Needed \_\_\_\_\_.
- Number of chairs needed \_\_\_\_\_.
- Number of tables needed \_\_\_\_\_.
- Follow Spotlight needed: 1 Available
- Music Stands: 27 Available. # Needed \_\_\_\_\_.
- CD Player Podium (*circle each needed*)
- Projector Screen & System - **Additional \$200 fee must be paid at time of reservation**
- Based on availability, ORS Marquee sign advertising may be possible.
- Additional Tables set up in Lobby: (Maximum of 3) # Needed \_\_\_\_\_.

Please draw stage diagram for setup purposes on next page

\*All Equipment/Rooms are included in rental fee\*



DATE (S) REQUESTED: \_\_\_\_\_ DAY(S) OF WEEK: \_\_\_\_\_

# ROCK SCHOOL CLASSROOM APPLICATION

CONTACT INFO

NAME OF ORGANIZATION OR GROUP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EVENT INFO

EVENT TYPE: \_\_\_\_\_ EVENT TIME: \_\_\_\_\_

TIME BUILDING OPENED: \_\_\_\_\_ TIME BUILDING CLOSED: \_\_\_\_\_

# OF PEOPLE ATTENDING: \_\_\_\_\_

Available Rooms 119, 137, 138, 139 \_\_\_\_\_ (Diagram your setup on reverse)  
RM 119, 137, 139 (24 with tables & chairs 52 chairs only) RM 138 (23 with tables & chairs 49 chairs only)

Decorating &amp; Setup the day before is based on availability. If available, there is a fee of \$25 Date: \_\_\_\_\_

Will alcohol be served/sold during your event? Yes No

(If yes, a separate application must be submitted for approval and \$25 fee must be paid prior to the event date)

RENTAL FEES

**\$55 for 6 hours of use. After 6 hours each additional hour will be \$10** (\*Effective July 1, 2016)

Additional Hours: \_\_\_\_\_

Alcohol/Decorating Fee: \_\_\_\_\_

PAID STAMP

Total Due: \_\_\_\_\_ 20% Deposit: \_\_\_\_\_ Balance Due/Date: \_\_\_\_\_

## CANCELLATION POLICY

20% Deposit is due to secure day of rental and is **NON-REFUNDABLE** under any circumstances.Full amount is **NON-REFUNDABLE** after 1 week prior to event

The Town of Valdese and the Old Rock School reserve the right to cancel and to void this contract if the deposit is not paid by the proper time. All users of the Rock School Auditorium are subject to the rules set by the Community Affairs Department and the Town of Valdese.

**\*\*IF ALARM SOUNDS PLEASE EVACUATE THE BUILDING IMMEDIATELY\*\***

By signing below the applicant agrees to all guidelines listed in the Old Rock School Usage Policy &amp; agrees to abide by the details of this contract: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

DATE (S) REQUESTED: \_\_\_\_\_ DAY(S) OF WEEK: \_\_\_\_\_

# TEACHER'S COTTAGE APPLICATION

CONTACT INFO

NAME OF ORGANIZATION OR GROUP: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EVENT INFO

EVENT TYPE: \_\_\_\_\_ EVENT TIME: \_\_\_\_\_  
TIME BUILDING OPENED: \_\_\_\_\_ TIME BUILDING CLOSED: \_\_\_\_\_

# OF PEOPLE ATTENDING: \_\_\_\_\_ **MAX OF 50 PEOPLE ALLOWED PER FIRE CODE**

Decorating & Setup the day before is based on availability. If available, there is a fee of \$25

Decorating Date: \_\_\_\_\_

Will alcohol be served/sold during your event?    Yes            No  
(If yes, a separate application must be submitted for approval and \$25 fee must be paid prior to the event date)

RENTAL FEES

**\$55 for 4 hours of use. After 4 hours each additional hour will be \$15** (\*Effective July 1,2016)

Additional Hours:
Alcohol/Decorating Fee:
Total Due: _____ 20% Deposit: _____ Balance Due/Date: _____

PAID STAMP
------------

## CANCELLATION POLICY

20% Deposit is due to secure day of rental and is **NON-REFUNDABLE** under any circumstances.

Full amount is **NON-REFUNDABLE** after 1 week prior to event

The Town of Valdese and the Old Rock School reserve the right to cancel and to void this contract if the deposit is not paid by the proper time. All users of the Rock School Auditorium are subject to the rules set by the Community Affairs Department and the Town of Valdese.

**\*\*IF ALARM SOUNDS PLEASE EVACUATE THE BUILDING IMMEDIATELY\*\***

By signing below the applicant agrees to all guidelines listed in the Old Rock School Usage Policy & agrees to abide by the details of this contract: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

DATE (S) REQUESTED: \_\_\_\_\_ DAY(S) OF WEEK: \_\_\_\_\_

# ORS WALDENSIAN ROOM APPLICATION

CONTACT INFO

NAME OF ORGANIZATION OR GROUP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EVENT INFO

EVENT TYPE: \_\_\_\_\_ EVENT TIME: \_\_\_\_\_

TIME BUILDING OPENED: \_\_\_\_\_ TIME BUILDING CLOSED: \_\_\_\_\_

# OF PEOPLE ATTENDING: \_\_\_\_\_ **MAX 150 PEOPLE**

Decorating the day before is based on availability. If available, there is a fee of \$40 (2 hours)-Date: \_\_\_\_\_

Will alcohol be served/sold during your event? Yes No  
(If yes, a separate application must be submitted for approval and \$25 fee must be paid prior to the event date)

**Diagram your setup on reverse - Round Rectangular Mix -Tables** (circle one)

Tables: (Rectangular 8 ft. long x 30 inches wide - seats 8) (6 Round tables available - 6ft in diameter- seats 8)

# of Tables Needed for Seating \_\_\_\_\_ # of Tables Extra Tables \_\_\_\_\_

Extra Chairs \_\_\_\_\_ Projector System \_\_\_\_\_ Microphone \_\_\_\_\_ Podium \_\_\_\_\_  
Surround Sound \_\_\_\_\_ Upright Piano \_\_\_\_\_ Dimming Lights \_\_\_\_\_

RENTAL FEES

**\$105 for 5 hours of use. After 5 hours each additional hour will be \$20** (\*Effective July 1,2016)

Additional Hours: \_\_\_\_\_

Alcohol/Decorating Fee: \_\_\_\_\_

PAID STAMP  
\_\_\_\_\_

Total Due: \_\_\_\_\_ 20% Deposit: \_\_\_\_\_ Balance Due/Date: \_\_\_\_\_

### CANCELLATION POLICY

20% Deposit is due to secure day of rental and is **NON-REFUNDABLE** under any circumstances.

Full amount is **NON-REFUNDABLE** after 1 week prior to event

The Town of Valdese and the Old Rock School reserve the right to cancel and to void this contract if the deposit is not paid by the proper time. All users of the Rock School Auditorium are subject to the rules set by the Community Affairs Department and the Town of Valdese.

**\*\*IF ALARM SOUNDS PLEASE EVACUATE THE BUILDING IMMEDIATELY\*\***

By signing below the applicant agrees to all guidelines listed in the Old Rock School Usage Policy & agrees to abide by the details of this contract: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

## Revised Fee Schedule – Effective 6/1/18

### Splash Park Multi-Purpose Room

- \$25/hr. (Minimum 2 hr. increments)

### Picnic Shelters – Children’s Park, McGalliard Falls Park, Splash Park

- \$15/hr. (Minimum 2 hr. increments)

MFP (If renting both sides, second shelter ½ price)

### Party Room – In Bowling Center

- \$25 / 1 ½ hrs.

### Pool Parties

- \$20 per table 1 ½ hr.

### Private Pool Parties

Sunday afternoons when the bubble is up (3 hrs.) All tables available.

- Up to 50 people \$175, over 50 people \$200

### Daily Pool use fees

- Over 18 - \$4.00, 5 -18 - \$3.00, under 5 - \$2.00

### Daily Fitness Center fees

- \$5.00

Valdese Town Council Meeting                      Monday, June 04, 2018

Budget Amendment No. 16

Subject: Thermal Camera

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

Section 1. To amend the **General** Fund, the expenditures are to be changed as follows:

<u>Acct.</u> <u>No.</u>		<u>Debit</u>	<u>Credit</u>
10.5300.740	Capital Equip	6,000	
		-----	-----
Total		\$ 6,000	\$
		=====	=====

This will result in a net increase of \$ 6,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

<u>Acct.</u> <u>No.</u>			
10.3970.302	From Capital Reserve		6,000
		-----	-----
Total		\$	\$ 6,000
		=====	=====

Section 2. 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.

Valdese Town Council Meeting                      Monday, June 04, 2018

Budget Amendment No. 17

Subject: Earnest Money for Old BB&T Building

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2018:

Section 1. To amend the **General** Fund, the expenditures are to be changed as follows:

<u>Acct.</u> <u>No.</u>		<u>Debit</u>	<u>Credit</u>
10.5100.720	Capital Outlay Bldgs	20,000	
		-----	-----
Total		\$ 20,000	\$
		=====	=====

This will result in a net increase of \$20,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

<u>Acct.</u> <u>No.</u>			
10.3990.000	Fund Balance		20,000
		-----	-----
Total		\$	\$ 20,000
		=====	=====

Section 2. 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.