

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
AUGUST 17, 2026**

The Town of Valdese Town Council met on Monday, August 17, 2026, at 10:00 a.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @Townofvaldese. The following were present: Mayor Keith Huffman, Mayor Pro Tem Rexanna Lowman, Councilman Gary Ogle, Councilwoman Heather Ward, Councilwoman Melinda Zimmerman, and Councilwoman Shannon Radabaugh. Also present were: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various department heads.

Absent: None

A quorum was present.

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

**PLAYGROUND AT LAKESIDE PARK**

Town Manager Herms stated that upon adoption of the resolution, it would give himself and Town Attorney Swanson authorization to move the project forward, within the laws of the State of North Carolina.

Town Attorney Swanson stated that the acceptance was a conditional acceptance, meaning there was no commitment on behalf of the Town until it had received the full donation. Town Attorney Swanson provided that there would be two (2) agreements that the Town would enter into once the full donation was received. Town Attorney Swanson provided that the first of these agreements would be a donation agreement, between the Town and donor, which specifies how the donation would be used. He continued that the second agreement would be a construction agreement, which would ultimately be awarded through informal bid.

Town Attorney Swanson noted that the construction agreement would stipulate that if the donation was not fully received within a six (6) month period, the contract would terminate. He stated that this alleviated the Town from any contractual obligation in the event that the donation was not received.

Town Attorney Swanson summarized that the Town was protected, stating that if the full donation amount was received, the project would move forward; if it was not received, the donation would be returned to the donor, and the Town would have no financial commitment.

Town Manager Herms stated that Mr. Andersen, Parks and Recreation Director, had been in contact with at least one (1) vendor, who had given a price which they were willing to hold for six (6) months. Town Attorney Swanson clarified that this six (6) month period aligned with the six (6) month period being given to receive the full donation amount. Town Attorney Swanson reported that as he understood it, the donation may be made in increments. He continued that if the Town were to receive the full donation amount within the six (6) month timeframe, there was at least one (1) contractor who was committed to that particular price.

Town Attorney Swanson stated that the contract amount fell under informal bidding, not formal bidding. He continued that Town Staff would have to allow for other bids to be made, but noted that if there were no other bids the project could be awarded to the aforementioned contractor.

Mayor Pro Tem Lowman asked when the six (6) month period would start. Town Attorney Swanson stated that it would begin as of the effective date of Council adopting the resolution. Mayor Pro Tem Lowman summarized that this meant the six (6) months began on August 17, 2026.

Town Manager Herms asked whether, if circumstances required additional time, Council could revisit the matter and work with the donor and Friends of the Valdese Rec to extend the six (6) month period. Town Attorney Swanson confirmed that Council retained the authority to revisit and modify its prior approval. He explained that if circumstances changed, such as the donor requiring additional time to complete the

donation, and the contractor remained willing to honor the agreed-upon price, Council could consider revising its prior approval to extend the timeframe.

Mayor Pro Tem Lowman expressed that the Town was appreciative of the donation, that it was outstanding, not only for Valdese or the children of Valdese, but for the children throughout the area that would use this playground at Valdese Lakeside Park.

Councilwoman Ward sought to present the resolution in terms that citizens would understand. She likened the project to a crowdfunding project, stating that if one did not meet the funding goal, the monies which had been raised would be returned. Town Attorney Swanson agreed, noting that it was a single-source donation and that if the donation were to come in full, the Town was committing to construct the project.

Councilwoman Ward asked if the donation would cover the project in full. Town Attorney Swanson stated that the only way the Town was fully committed was if the donation came in full. Town Attorney Swanson provided an example in which the donation was \$50,000 and the total project cost was \$75,000. He stated that the donor would be given the opportunity to contribute the additional \$25,000 necessary to move the project forward. Town Attorney Swanson continued that if the donor chose not to cover the difference, neither party would be under any further commitment, the donation would be returned, and the project would not proceed.

Councilwoman Ward clarified for the record that the project would be funded through the donation and that no Town funds would be involved. Town Attorney Swanson stated that Town funds would only become involved if the Town affirmatively chose to expand the project and assume a portion of the financial responsibility. He noted that the project, as currently envisioned, did not contemplate the use of Town funds.

Councilwoman Ward thanked the donor, stating that it was a beautiful gesture and that she loved to see the community get involved.

Town Manager Herms noted that there was no budget amendment for Council's consideration at that time and that any necessary budget amendments would be brought back to Council at a later date.

#### **RESOLUTION AUTHORIZING THE CONDITIONAL ACCEPTANCE OF A DONATION AND THE EXECUTION OF AGREEMENTS FOR THE LAKESIDE PARK ADVENTURE PLAYGROUND PROJECT**

**WHEREAS**, the Town of Valdese (the "Town") owns and operates Lakeside Park and desires to expand public recreational opportunities by constructing an adventure playground at the park consisting of an eight-foot play tower with climbing-platform access, log ladder, eight-foot climbing wall, and eight-foot slide; eight-foot mountain sky hammock; two-bay, four-seat locust swing set; two treehouse platforms with rope cargo-net access; cable bridge between the treehouse platforms; fitness path with stump jump, cargo-net traverse, swinging platforms, suspended balance beam, rope postman's walk, and bouldering forest; engineered wood-fiber play surface; site grading, with topsoil deposited around the perimeter of the site; and final inspection (the "Project"); and

**WHEREAS**, North Carolina General Statutes Section 160A-353 authorizes municipalities to construct and equip parks and playgrounds and to accept gifts for parks and recreation programs subject to lawful terms and conditions; and

**WHEREAS**, Friends of the Valdese Rec, Inc. ("FVR"), a North Carolina nonprofit corporation, and \_\_\_\_\_ Sweezy (collectively, the "Donors") have offered to donate Three Hundred Fifty Thousand Dollars (\$350,000) to fund construction of the Project (the "Donation"); and

**WHEREAS**, the Town Council finds that the Project serves a public purpose and that accepting the Donation on the conditions stated in this Resolution is in the best interests of the Town and its residents; and

**WHEREAS**, the Town Council intends that no construction work begin and no financial obligation for Project construction become binding upon the Town unless and until the Town has received the full Donation, the necessary funds have been duly appropriated, and all applicable preaudit requirements have been satisfied; and

**WHEREAS**, the procurement and award of any Project contract must comply with applicable North Carolina law, including North Carolina General Statutes Sections 143-129 and 143-131, as applicable, and the Town's procurement policies; and

**WHEREAS**, the Town Council desires to authorize the Town Manager and Town Attorney, acting within their respective roles, to implement the Project subject to the limitations and conditions set forth below.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Valdese, North Carolina, as follows:

**Section 1. Conditional Acceptance of Donation.**

The Town Council hereby conditionally accepts the Donation for the Project, subject to execution of a written Donation Agreement consistent with this Resolution. The Donation shall be used exclusively for the Project. Except as separately approved and appropriated by the Town Council, no Town funds shall be committed or expended for the Project.

**Section 2. Donation Agreement.**

The Town Manager is authorized to negotiate and execute, on behalf of the Town and after approval as to form by the Town Attorney, a written Donation Agreement with the Donors. The Donation Agreement shall include terms substantially providing that:

- (a) the Donors will provide the Town with the Donation of \$350,000, to be used exclusively for the Project;
- (b) the Town must receive the full Donation no later than six (6) months after the effective date of the Donation Agreement;
- (c) receipt of the full Donation is a condition precedent to any obligation of the Town to proceed with construction of the Project;
- (d) if the Town does not receive the full Donation within that six-month period, the Town's conditional acceptance will automatically lapse, the Donation Agreement will automatically terminate without further action by either party, the Town will have no obligation to proceed with the Project, and the Town will return all portions of the Donation actually received to the party that paid them within thirty (30) days; the refund obligation will survive termination;
- (e) the Donors will fund all unanticipated expenses and cost increases necessary to complete the Project within its approved scope, and any additional amount required for a contract or change order must be received and appropriated before the Town incurs the related obligation;
- (f) the Donors' responsibility for unanticipated expenses and cost increases does not authorize or require an expansion of the approved Project scope; any expansion or material addition will require separate written approval by the Town Council and a written agreement identifying its funding source;
- (g) the Town will keep the Donors reasonably informed concerning procurement, budget, schedule, construction progress, and material Project developments; and
- (h) the Town will appropriately recognize the Donors for the Donation in a manner approved by the Town Manager, consistent with applicable Town policies.

The Town Manager and Town Attorney may include additional terms that they determine are necessary or advisable to protect the Town and carry out this Resolution, provided those terms are not materially inconsistent with this Resolution.

**Section 3. Procurement Authorization.**

Following execution of the Donation Agreement, the Town Manager and Town Attorney are authorized, acting within their respective roles, to prepare or approve plans, specifications, bid documents, and contract forms and to solicit informal bids for the Project under North Carolina General Statutes Section 143-131, if that procedure is applicable to the procurement's classification and estimated value. Any award made under the informal-bid procedure shall be to the lowest responsible, responsive bidder, taking into consideration

quality, performance, and the time specified for performance, and the Town shall maintain the bid record required by law.

Nothing in this Resolution authorizes the use of an informal-bid procedure when formal bidding or another procurement procedure is required by applicable law. If the Town Attorney determines that formal bidding is required because of the procurement's scope, classification, or value, the proposed award shall be returned to the Town Council for approval.

#### **Section 4. Construction Contract.**

After completion of the legally applicable bid process and identification of the lowest responsible, responsive bidder, the Town Manager is authorized to award, negotiate, and execute a written construction contract for the Project, subject to approval as to form by the Town Attorney and the following conditions:

- (a) the construction contract must expressly provide that receipt by the Town of the full Donation and any additional Donor funding then required for the approved Project scope, together with the necessary appropriation and preaudit certification, is a condition precedent to the contract becoming effective and to any financial or performance obligation of the Town;
- (b) the contractor may not begin work, order materials for which the Town could be liable, or incur reimbursable costs unless and until the Town Manager issues a written notice to proceed;
- (c) if the full Donation is not received within the six-month period stated in the Donation Agreement, the construction contract will terminate without cost or liability to the Town;
- (d) the initial contract amount may not exceed the amount of donated funds and any supplemental Donor funds actually received and duly appropriated for the approved Project scope; and
- (e) no change order involving an in-scope cost increase may be executed until the corresponding additional Donor funds have been received and appropriated and all applicable preaudit requirements have been satisfied, and no change order expanding the Project scope may be executed without separate Town Council approval.

The Town Manager may reject any or all bids when permitted by law and the applicable bid documents and may resolicit bids consistent with this Resolution.

#### **Section 5. Financial Administration.**

The Town's Finance Officer is directed to account separately for all Donation proceeds and to ensure that they are expended only for the Project. Town staff shall present any required budget amendment or project ordinance to the Town Council for adoption. No obligation requiring payment of money shall be incurred unless an appropriation authorizes the obligation and the applicable preaudit requirements of the Local Government Budget and Fiscal Control Act, including North Carolina General Statutes Section 159-28, have been satisfied.

#### **Section 6. Project Communication and Recognition.**

The Town Manager shall keep the Donors reasonably informed of material Project developments and shall coordinate appropriate recognition of the Donation consistent with the Donation Agreement and Town policies.

#### **Section 7. Further Authority.**

The Town Manager and Town Attorney are authorized and directed, acting within their respective roles and subject to applicable law, Town policies, this Resolution, and the Donation Agreement, to solicit bids, negotiate and execute contracts and other necessary documents, and take any further action reasonably necessary to effectuate the intent and carry out the purposes of this Resolution.

#### **Section 8. Effective Date.**

This Resolution is effective upon its adoption.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

**THE TOWN OF VALDESE,**  
a North Carolina Municipal Corporation

[AFFIX SEAL]

**ATTEST:**

By: /s/  
Keith Huffman, Mayor

/s/  
Jessica Lail, Town Clerk

Mayor Pro Tem Lowman made a motion to accept the resolution authorizing the conditional acceptance of a donation and the execution of agreements for the Lakeside Park Adventure Playground Project. Seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

**CALLED FOR PUBLIC HEARING – REVIEW OF PROPOSED INCENTIVE AGREEMENT FOR PROJECT ARLINGTON**

Mayor Huffman presented for consideration a call for public hearing on September 14, 2026, at 6:00 p.m., to review the proposed Incentive Agreement for Project Arlington, an economic development project located within the Town limits of Valdese, in partnership with Burke County.

A motion to call for the public hearing was made by Councilwoman Zimmerman. Seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

**ADJOURNMENT:** At 10:12 a.m., there being no further business to come before Council, Councilwoman Ward made a motion to adjourn, seconded by Mayor Pro Tem Lowman. The vote was unanimous.

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

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Mayor

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