

AGENDA
www.townofvaldese.com

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

Monday, April 7, 2025
6:00 p.m., Valdese Town Hall, Council Chambers

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

1. Call Meeting to Order

2. Invocation

3. Pledge of Allegiance *(Led by the Valdese PD Volunteer Chaplains)*

4. Informational Items

A. Reading Material

5. Open Forum/Public Comment

A. Recognition of the Draughn High School Swim Team

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 Pre-Agenda Meeting Minutes of February 24, 2025

B. Approval of Regular Meeting Minutes of March 3, 2025

C. Approval of Resolution Accepting the 2024 Local Water Supply Approved Plan

7. New Business

A. Public Hearing – Rezoning on Dixie Ave NW *(Presented by Ashley Young, WPCOG)*

B. Approval of Contract Proposals for Engineering Services for Berrytown Waterline CDBG-I Project *(Presented by WPCOG)*

C. Approval of Budget Amendment – Water Plant Filter Inspection & Rehab *(Presented by RJ Mozeley, McGill Associates)*

D. Approval of Capital Project Ordinance Amendment – Pool Structure *(Presented by Bo Weichel)*

E. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 341 Rodoret St N *(Presented by Bo Weichel)*

- F. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 800 Pineburr Ave SE *(Presented by Bo Weichel)*
- G. FY 24-25 Year-To-Date Financial Results *(Presented by Bo Weichel)*
- H. Status of Ongoing or Approved Projects *(Presented by Bo Weichel)*
 - i. Public Safety Buildings Update
 - ii. Water Plant Upgrade Project/Lenoir Interconnect Project
 - iii. Town Manager Search Process *(Presented by Mayor Watts)*
- I. LAPP Funding Discussion *(Council Discussion)*

8. Interim Manager's Report

- A. Bluegrass at the Rock presents: Lonesome River Band, Saturday, April 5, 2025 at 7:30 p.m., at the Old Rock School
- B. Valdese Tigers Baseball/Tee ball Opening Day at Fletcher Field, Saturday, April 12, 2025, Starts at 11:00 a.m., Games all day
- C. Budget Review #1 is scheduled for April 15 & 16, 2025, 9:00 a.m. – 5:00 p.m. at the Council Chambers, Valdese Town Hall
- D. Town Offices Closed on Friday, April 18, 2025, in Observance of the Easter Holiday
- E. Old Colony Players Presents: Something Rotten - Old Rock School Auditorium - April 18 - 27, 2025 - Thursdays, Fridays, Saturdays at 7:30pm - Sunday Matinee at 2:30pm
- F. Spring Craft Market: April 26, 2025, 9:00 a.m. to 4:00 p.m. on Temple Field
- G. Next Agenda Review Council meeting is scheduled for Monday, April 28, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall
- H. Next Regular Council meeting is scheduled for Monday, May 5, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall
- I. The Town of Valdese Wastewater Plant offers compost for resident use. Pick it up Monday through Friday, 8:00 a.m. – 5:00 p.m., call 828-879-2131 or email citizens-request@valdesenc.gov.

9. Mayor and Council Comments

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

11. Adjournment

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

READING MATERIAL

Community Affairs & Tourism Monthly Stats

March 2025

Tourism Statistics

visitvaldese.com views 6,965

townofvaldese.com views 7,844

Top 5 Pages Viewed (townofvaldese):Utilities, Recreation, Career Opportunities, Program Schedules, Water Department

Facebook

of followers 20,016

Page Views (last 28 days) 411,906

Post Reach (last 28 days) 89,384

Facebook Reactions/Feedback (last 28 days)

Interactions: 3,466 Link Clicks: 1,084

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

Approximate # of Visitors to the Tourism/CA Office 514

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	9
TEACHER'S COTTAGE	8
WALDENSIAN ROOM	24
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	4

Major Events Held at the Old Rock School	Average Number of Attendees
BCPS Mathcounts, BCPS Science Fair, Tiny Miss NC Pageant, Miss NC Sunshine Pageant	190

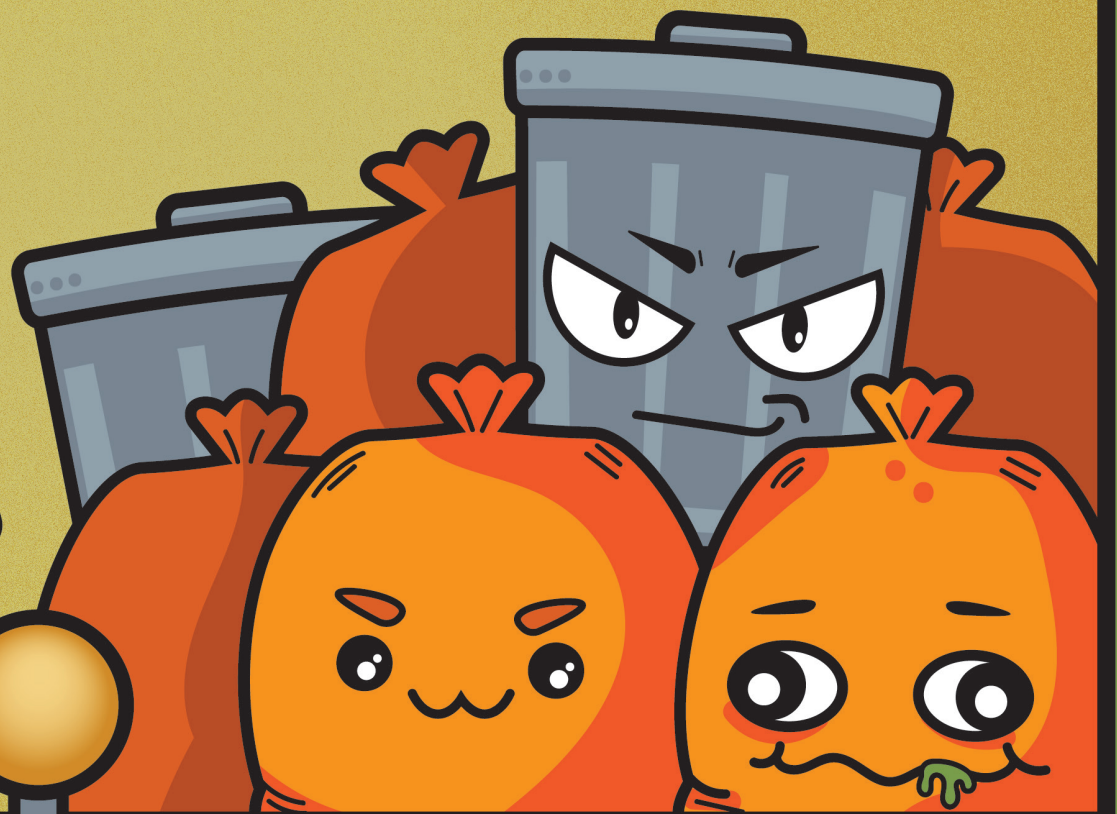
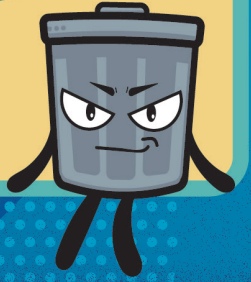
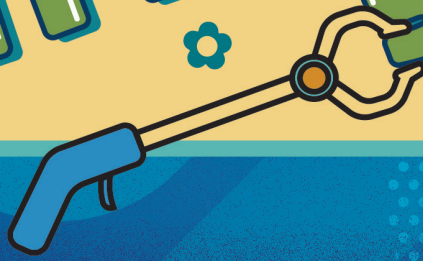
Monthly Old Rock School Rentals 45

Old Rock School Total Attendance 3,845

CA Summary for March 2025

March was an incredibly busy month for the department! The NC Annual Main Street Conference took place March 11-13 in Downtown Mooresville, the same week as the 5th Annual Lucky Leprechaun Hunt. "Luckily", with some proactive planning and a generous partnership with Farris Insurance Agency, the scavenger hunt was a success! Over 250 leprechauns and ducks were hidden downtown, flooding Main Street with families. The conference was re-capped at the quarterly Main Street meeting on March 26th with about 25 members in attendance. Rentals for the Old Rock School were heavily booked throughout the month, hosting 4 major events. The 2024-2025 Bluegrass at the Rock is drawing to a close- Illrd Tyme Out nearly sold out at # tickets sold. Lonesome River Band will close out a successful season. Planning and promotion continue on the Spring/Summer event schedule. The upcoming Spring Craft Market has completely filled the 80 vendor spaces and Festival applications are submitted daily. The FFN Summer Concerts will be generously sponsored by Catawba Valley Healthcare, UNC Health Blue Ridge, Bimbo Bakeries, Edward Jones Steve Fisher, and Mr. B's Fun Foods.

SPRING LITTER SWEEP



↓
**April
12-26
2025**



N.C. Department of Transportation Biannual Cleanup Drive

ncdot.gov/littersweep

Share your clean-up photos at #LitterSweepNC

Forms, posters, and telephone listings
are available on our website.



ADOPT-A-HIGHWAY

Learn how you can help keep
North Carolina beautiful.

apps.ncdot.gov/LM



SWAT-A-LITTERBUG

Littering is illegal and a fineable offense upon
conviction. G.S. 14-399. Let us know when a person
is littering by contacting Litter Management
through the Online Swat-A-Litterbug process or
by calling the NC State Highway Patrol at *HP or
NCDOT Litter Management at **1-800-331-5864**.

Find out more at ncdot.gov/litterbug.

VOLUNTEER SAFETY RULES AND GUIDELINES

- ▶ Park in areas that: provide safe entrance and exit of the pickup area; do not create hazards with other vehicles and equipment operating near the work area; and provide maximum protection for volunteers getting in and out of the vehicle.
- ▶ All volunteers must wear a NCDOT approved orange safety vest. It is a good practice to wear long-sleeve shirts, gloves and high-top boots to protect against unforeseen hazards.
- ▶ Take extra precautions to prevent heat and cold stress when working in extreme temperatures. Pick up only during daylight hours and stop work during inclement weather.
- ▶ Face oncoming traffic while on foot. Stay off the road at least five feet from the pavement edge.
- ▶ Do not pick up in ditches, tunnels, on road surfaces, bridges, overpasses or medians. Avoid any construction areas.
- ▶ Work in small groups, allowing ample space for each volunteer to work safely.
- ▶ Place tools in a safe position so that sharp points are not exposed.
- ▶ Be aware of hidden obstructions that may have sharp edges and broken glass, especially in grassy areas.
- ▶ Do not attempt to squeeze bags to make room for more trash. Use caution when handling trash bags containing broken or sharp objects. Use proper lifting techniques when lifting bags.

- ▶ Do not pick up what appears to be hazardous material or any type of container with unknown contents (notify your local coordinator or NCDOT maintenance office if you encounter hazardous objects or holes, guy wires and other hidden obstacles in the ground.)
- ▶ Place trash bags where they can be easily retrieved by NCDOT personnel, but well clear of roadway traffic.
- ▶ Do not use or possess illegal drugs or alcohol prior to or during a cleanup.
- ▶ Provide adequate supervision by one or more adults 21 years of age or older for groups that have volunteers 12-17 years of age. All volunteers must be at least 12 years of age with adult supervision to participate.
- ▶ Know the routes to medical care in case of emergency and have a first-aid kit readily available.
- ▶ Conduct a safety meeting for all volunteers prior to each cleanup and go over all safety procedures, rules and guidelines. View the “North Carolina Adopt-A-Highway Safety” video and the “Colorado Meth Lab Waste Recognition” video prior to participating in a cleanup.

You can access all safety information and videos from our website at [ncdot.gov/littersweep](https://www.ncdot.gov/littersweep).

MATERIALS & PICKUP

Visit your local NCDOT maintenance office for **gloves, safety vests** and **orange trash bags that are reversible to a blue color for glass, metal and plastic for recycling**. Dispose of recyclables yourself.

Please report pickups online at apps.ncdot.gov/LM (info needed: **Pickup key, route cleaned, # of volunteers, hours worked, # of recyclable bags and trash bags, and is NCDOT bag pick up needed.**) If you are not an Adopt-A-Highway volunteer, please use the Other Volunteer Pickup Key: NSLKC.

REMINDER: It is illegal to dispose of aluminum cans and plastic bottles in landfills.

FORMS TO DOWNLOAD

- Visit [ncdot.gov/littersweep](https://www.ncdot.gov/littersweep) to download forms:
- ☐ Spring 2025 Litter Sweep poster
 - ☐ Certificate of Appreciation request form
 - ☐ Safety rules and regulations for volunteers
 - ☐ Adopt-A-Highway reporting instructions
 - ☐ Litter Sweep cleanup procedures
 - ☐ Adopt-A-Highway media form
 - ☐ For questions or to request copies, call 1-800-331-5864

 Please recycle this mailer after use.

Spring 2025

LITTER SWEEP

APRIL 12-26, 2025

REQUEST FOR CERTIFICATE OF APPRECIATION (*Please Print*)

Issue in name of _____

Mail to _____

Address _____

City _____ State _____ ZIP _____ County _____

Phone (Cell) _____ Secondary _____

Email _____

DEADLINE TO REQUEST CERTIFICATE IS **MAY 31, 2025**

Mail to: NCDOT Litter Management, 1540 Mail Service Center, Raleigh, NC 27699-1540
Email to: litternews@ncdot.gov

THANK YOU
FOR SAFELY
PARTICIPATING
IN LITTER SWEEP

Address Service Requested

North Carolina Department of Transportation
Litter Management
1540 Mail Service Center
Raleigh, NC 27699-1540

FEBRUARY 24, 2025, MB#33

**TOWN OF VALDESE
TOWN COUNCIL PRE - AGENDA MEETING
FEBRUARY 24, 2025**

The Town of Valdese Town Council met on Monday, February 24, 2025, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilwoman Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Interim Town Manager Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

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

REVIEW AND DISCUSSION OF MARCH 3, 2025 PRELIMINARY AGENDA:

CONSENT AGENDA: Mayor Watts asked the Council if they had any questions on the Consent Agenda. Councilman Harvey requested that the *Request from Old Colony Players to Sell Alcohol* be moved under New Business. Councilman Harvey raised a question regarding host liquor liability, specifically whether the Town's insurance provides full coverage in the event of an incident involving alcohol consumption leading to injury and a resulting lawsuit. Interim Town Manager Bo Weichel will report back at the March 3, 2025 regular Council meeting. All other items will remain on the Consent Agenda.

APPROVAL OF PRE-AGENDA MEETING MINUTES OF JANUARY 27, 2025

APPROVAL OF CLOSED SESSION MINUTES OF JANUARY 27, 2025

APPROVAL OF REGULAR MEETING MINUTES OF FEBRUARY 3, 2025

APPROVAL OF CLOSED SESSION MINUTES OF FEBRUARY 3, 2025

REQUEST FROM OLD COLONY PLAYERS TO SELL ALCOHOL – MOVED WITHOUT OBJECTION TO THE NEXT MEETING UNDER NEW BUSINESS ON MARCH 3, 2025, AT 6:00 P.M.

LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DR. KYLE BARNES

NEW BUSINESS:

APPROVAL OF COMMUNITY CENTER ADA CONSTRUCTION Discussion was held regarding ADA improvements at the Community Center, including demolition, ramp, and rail installations. Clarification was sought on project compliance and funding amounts. It was noted that the work will proceed following Council approval of the agreement and will be funded by a grant.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPROVAL OF RESOLUTION ADOPTING UNIFOUR REGIONAL HAZARD MITIGATION PLAN Interim Town Manager Bo Weichel explained that the mitigation plan is updated every five years and is funded by the North Carolina Emergency Management. The plan includes Alexander, Burke, and other counties. The update process is required for compliance, and the state prepares the document, which is reviewed by the Fire Chief and Mayor.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES Mayor Watts reviewed upcoming board appointments to be addressed at the Council meeting, including the reappointment of all members of the Drug and Homeless Task Force and Mr. Heilman's reappointment to the ABC Board.

FEBRUARY 24, 2025, MB#33

- i. Drug and Homeless Task Force
- ii. Valdese ABC Board

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPROVAL OF RESOLUTION WITHDRAWING LOVELADY RD SIDEWALK PHASE I PROJECT APPLICATION Mr. Weichel noted that the Resolution to Withdraw the Lovelady Road Sidewalk Phase One project application was a carryover from the previous meeting. No further discussion was needed as Council was already familiar with the project.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPROVAL OF CAPITAL PROJECT ORDINANCE AMENDMENT – BERRYTOWN WATERLINE Mr. Weichel explained that the Capital Project Ordinance Amendment for the Berrytown Waterline Project is a housekeeping measure. The original grant award of \$800,000 for the CDBG Neighborhood Revitalization portion was increased by \$200,000 to a total of \$1 million, and the amendment reflects this change.

RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPROVAL OF CAPITAL PROJECT ORDINANCE AMENDMENT – WATER PLANT UPGRADES Mr. Weichel explained that the Capital Project Ordinance for the Water Plant Upgrades is a housekeeping item. The original \$7 million project included a 3% NCDEQ administration fee, which has since been reduced to 1.5%. This adjustment frees up \$105,000, which will now be allocated to construction of the project.

RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

APPROVAL OF BUDGET AMENDMENT – COMMUNITY CENTER COMPROMISED WATER PIPE REPLACEMENT AND REPAIRS Mr. Weichel provided an overview of the budget amendment for the Community Center's compromised water pipe replacement and repairs. On January 27, a galvanized water line in the mechanical area developed a hole, causing significant flooding. The repair project involves replacing all galvanized piping with copper, as commercial building codes require metal piping. The total budget amendment is \$32,000, with approximately \$10,000 reimbursed by insurance for damaged mechanical equipment, resulting in a net cost of about \$22,000.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

FINANCIAL PERFORMANCE INDICATOR OF CONCERN (FPIC) Mr. Weichel reported that during the Local Government Commission (LGC) audit, one financial performance indicator of concern was noted: the Capital Assets Condition Ratio, which fell slightly below the 0.5 threshold at 0.45. This ratio measures the useful life of depreciable assets, indicating aging infrastructure. While this is a common issue statewide, the recommended remedy is continued investment in new infrastructure. No action is required beyond Council's acknowledgment, and a form will be signed and submitted to the LGC. Upcoming capital projects, including new sewer and water infrastructure, that will be discussed in the budget process, should help improve this ratio.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

POOL STRUCTURE DESIGN-BUILD DISCUSSION Mr. Weichel presented the option of utilizing a design-build process for the pool structure as an alternative to the traditional bidding process. The previous bids for the construction portion exceeded \$1.8 million. The design-build approach, similar to the process used for the Public Safety project, would involve selecting a general contractor through the RFQ process, allowing for potential cost savings and efficiencies.

Council discussed the potential timeline, with a contract likely in place by September or October, leading to an estimated four-month construction period. Regardless of the approach, the pool would be unavailable for winter swimming during the upcoming season.

FEBRUARY 24, 2025, MB#33

Mr. Weichel said another alternative was the replacement of the existing dome structure. Updated pricing from Yeadon Domes was received, indicating potential savings of approximately \$1.2 million compared to the aluminum-frame structure initially planned. However, the current grant funding only allows for an aluminum-frame structure, meaning the Town would either forgo the grant or explore the possibility of amending its terms.

Key points regarding the dome option:

- The dome requires an annual setup and takedown, estimated at \$55,000 per year.
- The potential savings from choosing the dome could be used to offset this annual cost, or redirected to other projects such as the Public Safety facility.
- The dome purchase would not require an RFQ process, as it qualifies under a cooperative purchasing agreement.
- If approved quickly, the dome could be installed within six months, potentially allowing for winter swimming this year.

Council also considered the financial implications, noting that keeping the \$1.2 million in reserves could benefit liquidity, particularly for upcoming USDA loans and other capital projects.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

FY 24-25 YEAR-TO-DATE FINANCIALS Mr. Weichel shared the Year-to-Date financial report includes an attachment detailing expenditures and revenues through January, as well as tax collections for the same period. While the agenda states that no attachments are included, this report will be provided.

Mr. Weichel noted at this point in the fiscal year, the Town is 58% through the budget cycle (seven months in). The Utility Fund is currently lower at 44.8%, primarily due to the aerator project still being in the design phase; once expenses for that project begin, this percentage will increase.

This update is provided for Council's review, with a more detailed financial analysis planned at the 50% and 75% marks in the fiscal year. Council members are encouraged to ask any questions regarding the report.

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

STATUS OF ONGOING OR APPROVED PROJECTS

- i. **Public Safety Facilities Update** The review panel is currently evaluating statements of qualifications from seven contractors. Each submission is being scored based on standardized criteria, with results expected by the end of the month. A scoring matrix will be compiled, and the panel will reconvene in early March to finalize rankings.

The top two or three firms will then be invited for interviews, with the goal of presenting a contract for Phase 1 at the May 5th Council meeting after legal review in April.

Phase 1 Scope:

- Renovation of the 215 Main Street Building
- Construction of a new fire station on the lot across the street
- Development of a combined facility instead of renovation

The selected contractor will complete 30% schematic designs for each option, providing detailed cost estimates. Phase 1 is expected to take two to three months, with findings anticipated by August or September.

- ii. **Water Plant Upgrade Project/Lenoir Interconnect Project** There have been no significant changes since the last update. Surveying and drafting work are ongoing. Progress is currently dependent on a decision from City of Lenoir regarding the placement of their pump station. Once that determination is made, the designer can proceed with the next phase of the project.
- iii. **Town Manager Search Process** Mayor Watts said he would have an update at the March 3, 2025 regular Council meeting.

FEBRUARY 24, 2025, MB#33

RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON MARCH 3, 2025, AT 6:00 P.M.

INTERIM MANAGER'S REPORT Interim Town Manager Bo Weichel will report at the March 3, 2025, meeting.

ADJOURNMENT: At 6:32 p.m., there being no further business to come before Council, Councilman Harvey made a motion to adjourn, seconded by Councilwoman Ward. The vote was unanimous.

Town Clerk

Mayor

jl

**TOWN OF VALDESE
TOWN COUNCIL MEETING
MARCH 3, 2025**

The Town of Valdese Town Council met on Monday, March 3, 2025, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @Townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilwoman Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Interim Town Manager Bo Weichel, Town Clerk Jessica Lail, Town Attorney Tim Swanson, and various Department Heads.

Absent:

A quorum was present.

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

REGOGNITION OF THE HERITAGE MIDDLE SCHOOL WRESTLING TEAM: Coach Matthew Smith, a Valdese police officer and coach at Heritage Middle School, recognized the school's wrestling team for their achievements. The team finished the season with a 6-4 record, securing second place in the Foothills Athletic Conference. During the tournament, the team had five individual conference champions, one runner-up, and three third-place finishers. Coach Smith highlighted three wrestlers who finished their seasons undefeated, with special recognition for Joseph Yang, who remained undefeated throughout both years of middle school wrestling. He expressed pride in the team's accomplishments and noted that Draughn High School will be fortunate to have these athletes next year.

OPEN FORUM/PUBLIC COMMENT: Mayor Pro Tem Gary Ogle read the following open forum/public comment guidelines: The council shall provide at least one period for public comment per month during a regular meeting, unless no regular meeting is held that month. Any individual or group who wishes to address the council shall inform the Town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Person(s) must be present if they wish to address the Council. Comments should be limited to five minutes per speaker. Open Forum is not intended to require Council or staff to answer impromptu questions. Speakers will address all comments to the entire Council as a whole and not one individual member. Discussions between speakers and the audience will not be permitted. Speakers will maintain decorum at all times. Speakers are expected to be courteous and respectful at all times regardless of who occupies the Council chairs. These guidelines will help ensure that a safe and productive meeting is held and all those wishing to address the Council will be afforded the opportunity.

CHARTER – MIKE FARRIS, 112 PHILLIP AVE, VALDESE: Mr. Farris addressed the Town Council regarding the discussion on reducing the mayoral term from four years to two years. He strongly opposed the change, calling it a “disaster of an idea.” He referenced past decisions, noting that in November 1999, Jim Hatley was elected Mayor of Valdese and quickly realized that two years was insufficient to effectively serve. As a result, in June 2000, the Town Charter was amended to establish four-year mayoral terms to provide the necessary time for leadership and progress. Mr. Farris also cited former Mayor Chip Black, who served as both a councilman and mayor, stating that a mayor needs two years to learn the role and another two to be effective. Black emphasized the importance of a four-year term, stating, “If the person running for mayor isn’t willing to commit four years to the position, then they shouldn’t run.” Mr. Farris argued that most surrounding Towns have four-year mayoral terms and that reducing the term could undermine the Town’s credibility. Additionally, he expressed concerns about delays in Town projects and questioned the rationale behind the proposed change. He warned that if the Council proceeded with the reduction, “this community will band together, and you will have a fight on your hands. And just like Chip Black, you can quote me on that.”

POOL – RICK MCCLURD, 408 GARROU AVE SE, VALDESE: Mr. McClurd addressed the Town Council on several topics, focusing primarily on the pool cover project and Town finances. He recommended reinstalling the blow-up pool cover rather than pursuing a more expensive alternative, suggesting that the \$1.2 million savings be used to cover maintenance costs and future replacements. He proposed setting aside funds over time to eventually replace the cover with a permanent structure in 15 years. He also

MARCH 3, 2025, MB#33

expressed concerns about upcoming major expenses, including \$4–5 million for the fire department and a couple million for the police department, and cautioned against depleting the Town's \$7 million fund balance, which could lead to financial instability and potential state intervention. Instead, he urged the Council to avoid raising taxes, noting that many residents, especially those on fixed incomes, cannot afford additional increases. Additionally, McClurd addressed recent allegations of illegal discussions between two council members, clarifying that, according to the Town Charter, discussions between two members are not illegal, whereas a discussion involving three members would constitute a majority. He noted that "The Paper" a local newspaper, wrote an article inaccurately suggesting wrongdoing and emphasized the importance of verifying facts before making accusations. Lastly, urged the Council to make financially responsible decisions while avoiding tax increases.

CONCERN – ANNETTE SKIDMORE, 312 BECKER AVE, VALDESE: Ms. Skidmore addressed the Town Council to express her deep connection to Valdese, where she has lived since 1959. She shared her personal history, highlighting her longtime residency, community involvement, and career as an educator at Valdese Elementary School for 23 years. She also noted the contributions of her neighbors, including a first responder, firefighter, and elementary school teacher, as well as her husband, a former Town Councilman. Ms. Skidmore took issue with recent references made by council members regarding the East and West sides of Town, particularly the characterization of Wards 4 and 5 as the "poorest areas". She stated that she had never viewed Valdese as two separate Towns and found these descriptions divisive. She emphasized that while some homes may be older or classified as affordable housing, they represent the Town's heritage, present, and future. She urged the Council to choose positive language when discussing the community, rather than making negative generalizations. She stressed that all residents, regardless of location or income, contribute to the Town's success and should not be categorized in a way that diminishes their worth. Ms. Skidmore concluded by stating that, unlike some council members, she sees her neighbors and her Town in a different light—one of unity, pride, and shared community spirit. She affirmed, "We are Valdese. We are one Town."

YES – ANDREW QUINN, 114 HILLTOP AVE, VALDESE: Mr. Quinn addressed the Town Council with concerns about tax revenue, infrastructure issues, and public services. He noted that property values, including his own, have increased significantly over the past five years, and he questioned how the additional tax revenue is being allocated. He raised concerns about Debbie Huffman's Dance Academy, stating that it has been flooded with septic water, yet the Town has denied claims for assistance. He emphasized the impact on his daughter and other young dancers who are unable to properly practice for competitions due to the issue. Mr. Quinn also expressed frustration over the lack of progress on the police and fire station projects and the community focus on the pool while law enforcement officers are underfunded. He highlighted that one private citizen is personally funding essential equipment for officers, and he criticized discussions about charging officers fees for take-home patrol cars. He called the Town's handling of these issues an embarrassment and urged officials to take action. Additionally, he raised concerns about political distractions preventing the Council from focusing on its duty to serve and protect the community. He called for accountability and integrity, particularly regarding the septic issue at the dance studio, and encouraged the Council to find solutions, seek community support, and take responsibility. Mr. Quinn concluded by urging the Council to prioritize the needs of residents, law enforcement, and community services rather than engaging in political divisions or delays.

YES – KEITH HUFFMAN, 3285 MONTANYA VIEW CIR, VALDESE: Mr. Huffman addressed the Council, expressing concerns regarding indecision and lack of forward-thinking. He posed questions about the long-term vision for the Town, emphasizing the need for sustainable planning to ensure a vibrant and secure future rather than declining infrastructure and economic stagnation. He criticized the decision to reduce the property tax rate to 41.5 cents, arguing that it is unsustainable given the Town's financial challenges, including the need for capital improvements and competitive salaries for employees. Mr. Huffman also raised concerns about council members voting in alignment without independent consideration, noting public frustration and negative media attention. He urged the Council to act on the strategic plan rather than relying on additional surveys. Additionally, he stressed the importance of utilizing state and federal grants effectively, warning against dismissing them and discouraging those who work to secure funding. He concluded by reiterating that indecision is itself a decision and called on the Council to define a clear vision and legacy for the Town.

POOL ENCLOSURE – JEAN-MARIE COLE, 705 BERTIS ST, VALDESE: Ms. Cole addressed the Council regarding the pool structure options, reiterating the information previously provided. She outlined two choices: a permanent aluminum structure or a bubble structure. The permanent aluminum structure has a

MARCH 3, 2025, MB#33

higher initial cost but is offset by grant funding, pledged donations, and a fundraising plan. It also has lower long-term maintenance and operating costs, which can be handled in-house. In contrast, the bubble structure has a lower upfront cost but relies entirely on taxpayer dollars. It requires recurring annual expenses for installation, removal, and storage, has a shorter lifespan, and incurs higher operating costs. Additionally, as demand for bubbles declines, maintenance services may become more expensive. Ms. Cole urged the Council to consider long-term benefits and technological advancements rather than adhering to past decisions. She emphasized that the choice made today will impact future councils and taxpayers. She concluded by stressing the importance of having a functional pool for recreation, skill development, competition, and health benefits for residents.

CONSENT AGENDA: (enacted by one motion)**APPROVED PRE- AGENDA MEETING MINUTES OF JANUARY 27, 2025****APPROVED CLOSED SESSION MINUTES OF JANUARY 27, 2025****APPROVED REGULAR MEETING MINUTES OF FEBRUARY 3, 2025****APPROVED CLOSED SESSION MINUTES OF FEBRUARY 3, 2025**

APPROVED LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DR. KYLE BARNES Lease agreement with Dr. Kyle Barnes for rental space at the Old Rock School, in the amount of \$60.00 per month.

APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – BERRYTOWN WATERLINE

Valdese Town Council Meeting

Monday, March 3, 2025

Capital Project Ordinance Amendment # 1-55

Subject: Berrytown Waterline Project

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
55.3300.002	CDBG-Neighborhood Revitalization		200,000
Total		\$0	\$200,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
55.8120.005	Water Connections (CDBG-NR)	161,775	
55.8120.006	Administration (CDBG-NR)	38,225	
Total		\$200,000	\$0

Section II:

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

APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – WATER PLANT UPGRADES

MARCH 3, 2025, MB#33

Valdese Town Council Meeting

Monday, March 3, 2025

Capital Project Ordinance Amendment # 1-54

Subject: Water Plant Upgrades project

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
54.3480.000	State Appropriation		105,000
Total		\$0	\$105,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
54.8100.760	Construction	105,000	
Total		\$105,000	\$0

Section II:

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

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

End Consent Agenda**ITEMS REMOVED FROM CONSENT AGENDA:** None

APPROVED REQUEST FROM OLD COLONY PLAYERS TO SELL ALCOHOL Interim Town Manager Bo Weichel addressed the Council regarding a request from Old Colony Players to sell alcohol. He confirmed that they have obtained the necessary permit from the North Carolina ABC Board and that proper insurance requirements have been verified. He also noted that similar verification will be conducted for future alcohol sales requests at Town events and on Town property.

- Something Rotten, April 18 – 27, 2025, Thursdays, Fridays, Saturdays at 7:30 pm, Sunday Matinee at 2:30 pm at the Old Rock School Auditorium

Councilman Harvey made a motion to approve the request to sell alcohol, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

Councilman Harvey explained that he requested the removal of the item from the consent agenda at the pre-agenda meeting to confirm that the Town had sufficient liability coverage, including host liquor liability coverage. He noted that, as Mr. Weichel stated, the necessary coverage has been obtained and is in good standing.

APPROVED COMMUNITY CENTER ADA CONSTRUCTION Mr. Weichel provided an update on the accessibility improvements included in the overall pool structure project, which involve constructing two ADA-compliant ramps—one at the tennis courts and one at the front of the Community Center. He noted that the only current ADA access is at the rear of the building, which is inconvenient for many users. The project scope includes permitting, demolition, site work, concrete, fencing, handrails, and some masonry

MARCH 3, 2025, MB#33

work, including brick replacement. He reported that a new quote had been received, reducing the project cost to \$73,835, with a 10% contingency bringing the total to approximately \$80,000—about \$30,000 less than the initial estimate. If approved, he will present a capital project ordinance amendment at the next meeting to incorporate the costs into the project budget.

Councilman Harvey made a motion to approve the expenditure, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

Councilman Harvey expressed his support for the accessibility improvements, noting his surprise that the Recreation Center has been difficult for people to access for so many years. He stated that he hopes these improvements will resolve such issues and make the Recreation Center more accessible for everyone.

ADOPTED RESOLUTION ADOPTING UNIFOUR REGIONAL HAZARD MITIGATION PLAN Mr. Weichel provided an update on the mitigation plan, which is updated approximately every five years in coordination with North Carolina Emergency Management, the fire chief, and the former planning director. The plan covers Alexander, Burke, Caldwell, and Catawba counties. While the Town could develop its own plan, it would incur costs, whereas the state fully funds this regional plan. Maintaining an updated plan is also a requirement for receiving FEMA reimbursement for storm-related damages. He noted that the Council adopts the updated plan every five years.

RESOLUTION
ADOPTING UNIFOUR REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Valdese are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the Town are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the Town desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Town Council of Valdese to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town;

NOW, THEREFORE, be it resolved that the Town Council of the Town of Valdese hereby:

1. Adopts the Unifour Regional Hazard Mitigation Plan.

MARCH 3, 2025, MB#33

2. Vests Valdese Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Valdese Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town Council for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 3rd day of March, 2025.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilwoman Zimmerman made a motion to adopt the Hazard Mitigation Plan, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

APPROVED APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

- i. **DRUG AND HOMELESS TASK FORCE** Mayor Watts stated that the individuals up for reappointment are already serving on the committee and are requesting to be reappointed.

Councilwoman Lowman made a motion to reappoint all the members listed for another term (Josh Lail, Annette Skidmore, Marc Sharpe, William Beck, Heather Ward, Mark Queen), seconded by Councilwoman Zimmerman. The vote was unanimous and motion carried.

- ii. **VALDESE ABC BOARD** Mayor Watts noted the gentleman up for reappointment to the ABC Board, Mr. John Heilman, who currently serves as chairman.

Councilwoman Lowman made a motion to reappoint John Heilman to the ABC Board, seconded by Councilman Harvey. The vote was unanimous and motion carried.

APPROVED RESOLUTION WITHDRAWING LOVELADY RD SIDEWALK PHASE I PROJECT APPLICATION

Mr. Weichel stated that the Resolution presented is the same as last month's and is in response to the January meeting. Council decided not to pursue the project at this time, leaving two options: adopting the Resolution to withdraw the grant application, allowing the funds to be reallocated, or taking no action and revisiting the matter in the future. If adopted, the Resolution will formally withdraw the application.

Motion: Councilman Harvey made a motion to remove the tabled Resolution from the table and vote on it, seconded by Councilman Ogle.

Discussion: Councilman Harvey clarified that the funds in question are not grant funds but a federal allocation managed by the Greater Hickory Metropolitan Planning Organization for four counties. In 2024, \$3.5 million was available for municipalities to apply for pedestrian-related projects, with another \$3.5 million available this year. He emphasized that the Town currently has \$1.1 million allocated but decided not to use it in January. If released, those funds would increase the available amount to \$4.6 million for new applications. Councilman Harvey highlighted potential future projects the Town could apply for, such as a marked bicycle path for safe passage to the recreation center or a sidewalk connecting Town Hall to a future public safety building. He also noted that releasing the funds could support a pedestrian loop through key Town locations. Unlike traditional grants, he stressed that declining this allocation does not mean losing

MARCH 3, 2025, MB#33

future opportunities, as the decision-making body is a local committee that may favor reallocation for projects with broader community impact.

Councilwoman Lowman questioned the Resolution's wording, noting that paragraphs three and four refer to the funds as a grant, specifically a LAPP Grant and a Surface Transportation Block Grant. She pointed out that the total funding was \$1.4 million, with a required 20% match of \$286,000 from Town funds, which had previously been a concern. She asked why the Town would consider reapplying if it is choosing to return the funds after initially applying, being awarded the allocation, and now deciding not to use it.

Councilman Harvey explained that the funding was a federal grant allocated to the four-county area, with project selection based on scoring by COG staff and approval by the Transportation Advisory Committee. He recalled that the previous planning director did not submit a formal plan but instead relied on the Burke Trails Association's broader trail plan, which included a \$3.6 million request—exceeding the total available funds. Ultimately, the Town received only a portion of the request, specifically for a sidewalk project. He noted that the full sidewalk completion would require an additional \$2.3 million, making its completion unlikely. He suggested that the Town either continue holding the funds or return them so they can be reallocated to Valdese and neighboring municipalities for other projects.

It was clarified that the funding was always designated for the Town and not transferred to the Burke Trails Association. An email from COG confirmed that nonprofits could not participate and that the Town was responsible for the grant. Discussion highlighted that while letters of support were provided by outside groups, the project remained a Town initiative. Councilwoman Zimmerman noted that the Lovelady Corridor was identified as a priority in the 2016 pedestrian plan, aligning with the current project. Concerns were raised about project priorities, with suggestions that Carolina Street may be a more urgent need for pedestrian and bike path improvements due to its connection to the recreation center and downtown businesses. It was proposed that returning the current funds and redirecting efforts toward Carolina Street could be a more cost-effective and beneficial approach.

Councilwoman Lowman noted that Carolina Street had already been identified for sidewalk and bike path improvements as part of the Exit 111 renovation plan. Additionally, clarification was provided that these federal funds operate on a reimbursement basis, requiring the Town to front \$1.2 million before receiving federal reimbursement, which could take at least 30 days.

Vote: The vote was unanimous and motion carried to remove the tabled Resolution.

Councilman Harvey asked to return back to the motion he made at the February meeting to withdraw from the Lovelady Rd. Sidewalk Phase I Project, BL-0140A, seconded by Councilwoman Ward.

Vote: Councilwoman Zimmerman – No, Councilwoman Ward – Yes, Councilman Ogle – Yes, Councilman Harvey – Yes, Councilwoman Lowman – No, motion carried.

**TOWN of VALDESE
RESOLUTION**

Resolution to withdraw the Lovelady Rd. Sidewalk Phase I Project, BL-0140A,
From the Statewide Transportation Improvement Plan

WHEREAS, the Greater Hickory Metropolitan Planning Organization (GHMPO) issued a call for projects to agencies in its jurisdiction for Locally Administered Projects Program (LAPP); and

WHEREAS, the Town of Valdese submitted an application and funding was programmed for Preliminary Engineering, Right-of-Way & Utility Acquisition, and Construction for a curb and gutter sidewalk along Lovelady Rd. Valdese starting at Laurel St. NE and ending at Crescent St NE, identified as BL-0140A in GHMPO's Transportation Improvement Plan (TIP); and

WHEREAS, the Town of Valdese has determined that the sidewalk required by the LAPP Grant is cost prohibitive both as a singular project as well as it being cost prohibitive overall to the Town budget due to other competing projects which rose in costs; and

WHEREAS, the Town of Valdese is returning \$1,144,800 in Surface Transportation Block Grant – Direct Attributable (STBG-DA) funds to GHMPO's LAPP discretionary funding.

MARCH 3, 2025, MB#33

NOW, THEREFORE, BE IT RESOLVED, the Town of Valdese Town Council requests that the Western Piedmont Council of Governments withdraw the Lovelady Rd. Sidewalk Phase I Project, BL-0140A, from the Statewide Transportation Improvement Plan.

THE FOREGOING RESOLUTION IS ADOPTED THIS 3rd DAY OF March 2025.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

APPROVED BUDGET AMENDMENT – COMMUNITY CENTER COMPROMISED WATER PIPE REPLACEMENT AND REPAIRS

Mr. Weichel reported that at the end of January, a water line broke in the mechanical area of the Community Center, flooding the space up to knee height. The pipes were old galvanized lines, which are no longer commonly used. The flooding caused damage to HVAC equipment, a water heater, and some tools. Staff obtained quotes to replace the damaged pipes with copper, as PVC is not permitted due to building code requirements. Insurance will cover the cost of the damaged equipment but not the pipe replacement. A budget amendment of \$32,805 was proposed, with \$10,346 covered by insurance, leaving approximately \$22,000 to be funded from the general fund. Staff has since cleaned up the affected area, but repairs are necessary to prevent future incidents.

Valdese Town Council Meeting

Monday, March 3, 2025

Budget Amendment #

9-10

Subject:

Community Center basement waterline repairs

Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		32,805
Total		\$0	\$32,805

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.150	Maint. Repair of Buildings	32,805	
Total		\$32,805	\$0

Section II:

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

Councilwoman Ward made a motion to approve the budget amendment as presented, seconded by Councilman Ogle. The vote was unanimous and carried.

FINANCIAL PERFORMANCE INDICATOR OF CONCERN (FPIC) Mr. Weichel reported that the Town received a good audit; however, the Local Government Commission (LGC) identified one indicator of concern related to the capital assets condition ratio. The Town's ratio was 0.45, slightly below the LGC's threshold of 0.5. This ratio measures depreciable assets against their useful life, primarily focusing on aging

MARCH 3, 2025, MB#33

infrastructure such as the water and wastewater plants. Mr. Weichel said to improve this ratio, investment in new water and sewer lines, as well as equipment upgrades, will be necessary. The issue will be considered in the upcoming budget process, with proposed projects to be presented in the coming months. The purpose of this discussion was to inform the Council, and no action was required other than signing the FPIC.

March 3, 2025

NC Department of State Treasurer – Local Government Division
3200 Atlantic Avenue
Raleigh, NC 27604

Re: Response to the Auditor's Findings, Recommendations, and Fiscal Matters for the Fiscal Year Ended June 30, 2024

Per 20 NCAC 20 03 .0508 which requires the governing body to develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters" signed by a majority of the members of the governing body and submitted to the Local Government Commission (LGC) within 60 days of the auditor's presentation, Valdese is responding to the ratio of 0.45 on Capital Assets Condition in the Water/Sewer Fund per the "Performance Indicators of Concern" worksheet.

The Capital Assets Condition Ratio calculates the remaining useful life of all depreciable assets in the fund. A remaining useful asset value of less than 0.50 may signal the need to replace the assets in the near future.

The Town has completed a sewer inventory assessment and is currently conducting a water system inventory assessment. McGill Associates has been contracted to evaluate the full system, identify its needs, and collaborate with Town staff to develop a 10-year Capital Improvement Plan (CIP). Management reviews this data annually, exploring funding options to ensure a strategic approach to infrastructure improvements.

This process establishes a clear path for the future, guiding the Board in approving necessary asset replacements and prioritizing key projects. Additionally, Valdese will utilize the data to assess potential rate adjustments for water and sewer customers in the coming fiscal years, ensuring adequate funding for long-term capital investments.

For the upcoming fiscal year, the CIP will propose to Town Council to replace major aging assets for the following identified projects: Curville water line replacement, Rodoret sewer line replacement, Water Plant electrical substation replacement, and Berrytown water line replacement. The estimated investment for these infrastructure upgrades is projected to be several million dollars.


Bo Weichel (Interim Manager / CFO)	Gary Ogle (Councilman)
Charles Watts (Mayor)	Rexanna Lowman (Councilwoman)
Heather Ward (Councilwoman)	Glenn Harvey (Councilman)
Melinda Zimmerman (Councilman)	

Councilmembers signed the FPIC.

(APPROVED POOL DOME) POOL STRUCTURE DESIGN-BUILD DISCUSSION Mr. Weichel introduced an alternative approach for addressing the pool structure using the design-build method. Unlike the traditional design-bid-build process, which involves hiring an architect and then bidding out the project, design-build consolidates the process by involving a general contractor who manages both design and construction. This approach could provide a more streamlined and cost-effective solution, as seen in the police and fire department projects. The previous bid under the traditional method came in at approximately \$1.8 million. The Council may consider this alternative in the future, with a potential six-month lead time to initiate the process. This was presented for discussion only, with no action required at this time.

Councilman Harvey shared the flowing presentation:

MARCH 3, 2025, MB#33



A Brief History
2022 - 2025
SERVING
ALL SWIMMERS
WINTER & SUMMER
ALL TAXPAYERS



POOL

JUNE 2022 BUDGET PLANNING

MANAGER SAID
"Exterior Lining is Fine
Interior Lining was Repaired
BUBBLE GOOD FOR 10+ YEARS!"



FINAL GASP!

JANUARY 2024

Not 10 Years – 1 Year!



POOL

JANUARY 2024 OPTIONS


- #1 New Bubble - \$429,000
- #2 Retractable - \$1,800,000
- #3 Rigid Frame w Plastic Panels
\$455,000 to \$750,000



POOL

MARCH-APRIL RECOMMENDED

Rigid Frame w Plastic Panels
\$569,000 - But Big Unknowns
Site, Construction Cost, Warranty



POOL

AUGUST UPDATE

Architect and Site fees of \$115,000
plus Structure & Construction
\$569,000 Became
\$1,300,000!




POOL

DECEMBER CONSTRUCTION
BID

\$1,800,000 (25% over Aug est)
+ Architect and Site fees of \$115,000

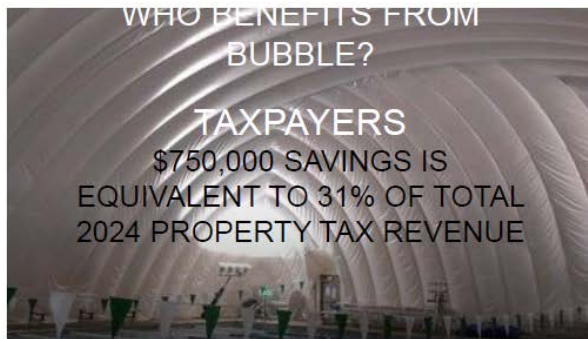
TOTAL COST NOW OVER
\$1,900,000!



POOL

MARCH 3, 2025 OPTIONS
Rigid Frame w Roof and Panels
After Grant = \$1,400,000
Earliest Open Date – April 2026
Replacement Dome
Foregoing Grant = \$650,000
Can be Open by– Oct 2025

MARCH 3, 2025, MB#33



Motion: Councilman Harvey made a motion to authorize the manager to execute a contract to purchase the Yeadon inflatable dome and backup power supply for installation no later than October 2025 and to take any actions necessary to terminate the existing architect contract, seconded by Councilwoman Ward.

Councilwoman Lowman expressed strong support for year-round swimming, emphasizing its benefits to the community, including swim events, employment opportunities for young lifeguards, and exercise programs. She referenced updated usage estimates from a former aquatic supervisor, indicating that approximately 6,500 people utilized the year-round pool during a 30-week indoor season, countering a previously cited lower figure.

MARCH 3, 2025, MB#33

She then reviewed the timeline of decisions regarding the pool structure. After the bubble collapsed, the Parks and Recreation Commission recommended a permanent structure. In August, the Town received a \$500,000 grant for ADA accessibility and the permanent structure. In December, the Council unanimously voted to proceed with the permanent structure and accept the grant. However, in January, a motion was passed to delay the project for six months to assess costs related to the Public Safety Facility. Now, in March—well before the six-month period has elapsed—a motion has been introduced to proceed with a dome structure instead of a permanent one, despite the Town not yet receiving final bids on the public safety facilities. Councilwoman Lowman questioned this sudden shift in direction, asking why the Council was now willing to move forward with the dome structure despite previously prioritizing public safety costs before making a final decision on the pool. She sought clarity on what had changed to justify this new approach.

The discussion centered around the approval process for a new pool covering at the Aquatic and Fitness Center. It was clarified that the December motion was to accept a bid and approve a grant application for ADA compliance, not to approve a contract. Concerns were raised regarding the initial pursuit of a rigid structure without clear cost estimates, which later proved to be significantly more expensive than anticipated. The debate then focused on whether the Town should invest \$650,000 now to install a dome structure for winter swimming or delay the decision and potentially spend over \$1.4 million for a rigid structure.

Council members discussed public input from strategic planning, noting that citizens had expressed a preference for a permanent structure, though interpretations of the planning document varied. Additional concerns included the long-term costs of maintenance and storage for either option, the financial impact on taxpayers, and the need for expert services to handle the seasonal setup and removal of the dome. The Parks and Recreation Commission's role was also debated, with some advocating for further input from the committee before finalizing a decision, while others urged the council to move forward immediately.

Logistical considerations such as site preparation, timeline, and storage for the structure were reviewed. It was noted that if the dome option were approved, necessary site work could be completed before summer, with the dome installation taking place in the fall, ensuring the pool would be available for winter swimming. Some council members emphasized the urgency of making a decision to avoid further delays and costs, while others preferred waiting for additional recommendations from the Parks and Recreation Commission.

Vote: Councilwoman Zimmerman – No, Councilwoman Ward – Yes, Councilman Ogle – Yes, Councilman Harvey – Yes, Councilwoman Lowman – No, motion carried.

FY 24-25 YEAR-TO-DATE FINANCIALS Mr. Weichel provided an overview of revenues and expenditures for the General and Utility Funds from July through January, representing 58% of the fiscal year. He noted that expenditure percentages serve as a guide rather than a definitive measure. For the General Fund, total expenditures are at 61%, slightly above the 58% benchmark, while total revenue stands at 69%, which is favorable compared to 60% at this time last year. In the Utility Fund, expenditures are at 44%, lower than expected due to pending capital projects that have not yet been contracted. Once these projects move forward, expenditures will increase. Utility Fund revenues are just below 58%, with expectations to improve in the latter half of the fiscal year.

Councilwoman Lowman inquired about the collection process for unpaid taxes after the January 5th deadline, specifically regarding penalties assessed and whether those funds are allocated back to the General Fund.

Mr. Weichel explained that penalties on unpaid taxes are collected when the taxpayer eventually makes their payment. A percentage penalty accrues each month until payment is made. The county collects these funds and then remits them to the Town, with penalties and interest recorded under the designated tax penalty and interest line. These revenues are received monthly, though most collections occur after January. Prior-year unpaid taxes may also be received throughout the year. The Town budgeted \$10,000 for tax penalties and interest, with \$3,000 collected in January alone. This amount is expected to increase in the coming months.

The financial update highlighted several positive trends. Tax revenues are higher than budgeted, with an estimated \$80,000 more collected than anticipated due to back taxes and new properties coming online. Interest income has already exceeded the annual budget by \$213,000, with projections suggesting a

MARCH 3, 2025, MB#33

potential surplus of \$400,000 by year-end, depending on fund balance expenditures. Additionally, the Powell Bill allocation came in \$35,000 higher than expected, and the ABC store is performing well, though revenue will cap at the budgeted amount. Mr. Weichel noted regarding FEMA reimbursements, the Town incurred nearly \$800,000 in damages from the recent storm, with \$700,000 affecting the Utility Fund and \$100,000 impacting the General Fund. The Town has been proactive in submitting projects for reimbursement, and initial funds have begun rolling in, particularly for General Fund projects. Valdese is among the first municipalities to receive FEMA funds, reflecting the efficiency of staff and department heads in handling the process.

STATUS OF ONGOING OR APPROVED PROJECTS

- i. **Public Safety Facilities Update** Mr. Weichel provided an update on the Public Safety Facility project. The review panel has completed scoring the submitted Statements of Qualifications, and the data is being compiled into a weighted scoring matrix. The panel will meet again on March 6 to review the total scores and identify the top two or three firms for interviews, which are scheduled for mid-March. The selected firm will then be notified, with a Phase 1 contract expected in early April for legal review. If the process remains on schedule, the Phase 1 contract will be presented to Council at the May meeting. This phase will include a 30% schematic design study, anticipated to take a few months to develop cost estimates for all three options.
- ii. **Water Plant Upgrade Project/Lenoir Interconnect Project** Mr. Weichel noted that there have been no significant changes since the last update, as this is a long-term project where progress may be gradual over months. An added complexity is coordinating with the City of Lenoir, a project partner, which means some steps are dependent on their actions. However, staff is actively engaged, with McGill working on drawings and surveys to keep the process moving forward.
- iii. **Town Manager Search Process** Mayor Watts said we have 11 applications and the cutoff date for receiving applications is March 18.

INTERIM MANAGER'S REPORT:

MAIN STREET SEWER BACK-UP UPDATE Mr. Weichel reported that in February, a sewer backup occurred on Main Street in front of the building housing the dance studio and gym. Public Works responded after hours and determined that grease accumulation caused the issue, leading to flooding in the building. The Town filed an insurance claim, assuming liability for the damages. However, after reviewing work records and investigating the cause, the insurance adjuster determined the claim was not covered. The decision was based on state law, which exempts municipalities from liability for sewer backups caused by factors beyond their control, such as grease buildup. Mr. Weichel noted to assist the affected tenant, the Town is allowing the dance studio to use the Rock School at no charge. The property owner, rather than the tenants, is responsible for repairs, though tenants may seek coverage through their renters' insurance. Mr. Weichel emphasized that the Town did not deny the claim; the decision was made by the insurance provider.

Old Colony Players Presents: Last Five Years Old Rock School - Waldensian Room February 28-March 9
| Fridays & Saturdays at 7:30pm | Sunday Matinee at 2:30pm oldcolonyplayers.com

Outdoor Adaptive Recreation Day, Friday, March 7, 2025, at 10:00 a.m. - 3:00 p.m., at McGalliard Falls Park

Bluegrass at the Rock presents: Special Consensus, Saturday, March 8, 2025 at 7:30 p.m., at the Old Rock School

Lucky Leprechaun Hunt, Friday, March 14, 2025, Main Street

Bluegrass at the Rock presents: Illrd Tyme Out, Saturday, March 22, 2025 at 7:30 p.m., at the Old Rock School

MARCH 3, 2025, MB#33

Next Agenda Review Council meeting is scheduled for Monday, March 31, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

Bluegrass at the Rock presents: Lonesome River Band, Saturday, April 5, 2025 at 7:30 p.m., at the Old Rock School

Next Regular Council meeting is scheduled for Monday, April 7, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

MAYOR AND COUNCIL COMMENTS:

Councilwoman Lowman expressed her support for year-round swimming in Valdese, emphasizing its importance to the community. However, she voiced concern over the Council returning \$1.14 million in grant funding from the Greater Hickory Metro area and a \$500,000 Parks and Recreation grant. She cautioned that returning grant funds is not sound financial practice and stressed the importance of fully understanding grant purposes, funding requirements, and matching obligations before applying. She urged the Council to ensure better planning and awareness in future grant applications.

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

"I would like to thank my fellow council members and the hundreds of Valdese residents for the support and patience extended to me, which enabled me to check off one of the most eye-opening experiences on my bucket list. It is with mixed feelings that I look forward to October and my last meeting in this seat on the town council. Meanwhile, I hope that the citizens and taxpayers of Valdese realize the significance of the steps this council took tonight toward our commitments a year ago to fulfill the highest priorities in the town's – first-ever, citizen-based strategic plan. There is an essential contribution that citizens could make that might help the council to fulfill our remaining commitments – the most important of which the council has agreed, is hiring the best possible manager. A public environment reflecting a little more patience and a little less harsh criticism, would surely help to attract the best possible applicants for the town manager position. Perhaps someone as old as I am, who has ridden in numerous rodeos in many places, can ignore unjustified criticism more readily than council members who are among lifelong friends and whose careers were in serving the public. Nonetheless, the optics of our meetings and the news articles could give pause to young, talented town managers who would like to work in the greatest little town in North Carolina. And, of all the citizens out there who could help this council achieve the goals of all citizens, the most influential are those who have occupied these seats in the past. I have to say it has been puzzling to observe in council meetings and on social media three former occupants of these seats attempting to foment discontent – three who have occupied the three seats right across the front from my seat through Councilman Ogle's. Wouldn't it be wonderful if we could all accept the results of the last election and focus on attracting proactive council members and a manager to strengthen Valdese's ranking as The Greatest Little Town in NC?"

Councilwoman Ward expressed her gratitude for the Drug and Homeless Task Force, emphasizing their compassionate approach in helping individuals get back on their feet. She highlighted the positive impact of their efforts, noting that people are securing jobs and finding stable living situations. She praised the upcoming LEAD program through Catawba Valley Healthcare, encouraging others to learn more about it. Councilwoman Ward reaffirmed her commitment to addressing drug and homelessness issues in Valdese, stating that while not everyone may agree with her decisions, she always acts with the community's best interests in mind.

ADJOURNMENT: At 8:06 p.m., there being no further business to come before Council, Councilman Harvey made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

Town Clerk

Mayor

jl

Town of Valdese

AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: 2024 Annual Local Water Supply Plan

Meeting: April 7, 2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

2024 Annual Local Water Supply Plan

BACKGROUND INFORMATION:

The North Carolina Local Water Supply Plan (LWSP) serves as a comprehensive summary of a water system's current and future water demands, sources of supply, and wastewater management. The plan is an essential tool for water resource planning, enabling municipalities and other water providers to assess long-term sustainability and resilience in meeting community needs.

Each LWSP is prepared annually, reflecting data from the previous calendar year. These reports are then submitted to the Division of Water Resources (DWR) within the North Carolina Department of Environmental Quality (NCDEQ). The DWR staff conducts a thorough review of each plan to ensure accuracy, compliance with regulations, and alignment with state water management objectives. Upon approval, the LWSP helps guide strategic decision-making regarding water conservation, infrastructure development, and resource allocation.

By maintaining up-to-date local water supply plans, North Carolina ensures proactive water management that supports economic growth, environmental sustainability, and public health. These plans play a crucial role in identifying potential water shortages, improving drought response strategies, and facilitating regional cooperation among water systems.

The staff at NCDEQ have determined the LWSP for the Town of Valdese Water System hereby meets the minimum criteria established in North Carolina General Statute 143-355(l).

The next step is for the LWSP be adopted by resolution of the governing board. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received by NCDEQ.

BUDGET IMPACT:

None.

RECOMMENDATION / OPTIONS:

Adopt and approve the resolution for the Town of Valdese 2024 Local Water Supply Plan (LWSP) that has been approved by NCDEQ.

LIST OF ATTACHMENTS:

Resolution to adopt approved 2024 LWSP

RESOLUTION FOR APPROVING 2024 LOCAL WATER SUPPLY PLAN

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese that the Local Water Supply Plan entitled, Valdese LWSP dated 2024, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

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

This the _____ day of _____, 2025.

Charles Watts, Mayor

Jessica Lail, Town Clerk

JOSH STEIN
Governor

D. REID WILSON
Secretary

RICHARD E. ROGERS, JR.
Director



NORTH CAROLINA
Environmental Quality

February 12, 2025

Bo Weichel
Assistant Manager
Town of Valdese
P.O. Box 339
Valdese, NC 28690

Subject: LWSP Meet Minimum Criteria
Valdese Water System
PWSID# 01-12-010
Burke County

Dear Mr. Weichel,

This letter is to notify you that our staff has reviewed the information contained in the 2024 Local Water Supply Plan (LWSP) update submitted by your office. Since all the required information is complete, the LWSP for the Valdese Water System hereby meets the minimum criteria established in North Carolina General Statute 143-355(l).

Your water system's 2024 LWSP is now viewable online from the LWSP website found at: [https://www.ncwater.org/Water Supply Planning/Local Water Supply Plan/search.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/search.php). The plan has been made available after our best efforts to screen any errors. As a final check, please review and report any mistakes or omissions to the review engineer. Unless notified otherwise, the Division of Water Resources considers your 2024 LWSP complete.

The 2024 LWSP must next be adopted by your water system's governing board; a model LWSP resolution is available online on the right side of the page in the Forms and Docs section at: [https://www.ncwater.org/Water Supply Planning/Local Water Supply Plan/learn.php](https://www.ncwater.org/Water_Supply_Planning/Local_Water_Supply_Plan/learn.php). A copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Section Supervisor, at the address printed at the bottom of this letter. The LWSP cannot be considered compliant with the requirements of NCGS 143-355(l) until an adopted resolution is received.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Louis Murray at louis.murray@deq.nc.gov or (919)707-9017, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024, if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Linwood Peele".

Linwood Peele, Water Supply Planning
Branch Head
Division of Water Resources, NCDEQ



Valdese

2024 ▾

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

Water System Name:	Valdese	PWSID:	01-12-010
Mailing Address:	P.O. Box 339 Valdese, NC 28690	Ownership:	Municipality
Contact Person:	Bo Weichel	Title:	Assistant Manager
Phone:	828-879-2123	Cell/Mobile:	--
Secondary Contact:	Eric Wilson	Phone:	828-874-6788
Mailing Address:	,	Cell/Mobile:	--

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-14	14.00 %
Cast Iron	4-20	14.00 %
Ductile Iron	6-24	10.00 %
Galvanized Iron	1-2	6.00 %
Polyvinyl Chloride	2-8	56.00 %

What are the estimated total miles of distribution system lines? 154 Miles

How many feet of distribution lines were replaced during 2024? 0 Feet

How many feet of new water mains were added during 2024? 0 Feet

How many meters were replaced in 2024? 0

How old are the oldest meters in this system? 5 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 23

What is this system's finished water storage capacity? 7.6050 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* 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? No

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

Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? Uniform

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

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

2. Water Use Information

Service Area

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

What was the year-round population served in 2024? 13,000

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	5,038	0.5764	0	0.0000
Commercial	341	0.1843	0	0.0000
Industrial	27	0.7484	0	0.0000
Institutional	17	0.0292	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.1500 MGD

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Burke County	01-12-065	0.6080	365	0.7000		Yes	Yes	8	Regular
Icard Township WC	01-12-060	0.3322	365	0.3330		Yes	Yes	12	Regular
Rutherford College WC	01-12-055	0.1494	365		2026	Yes	Yes	12	Regular

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	3.4000	4.1000	May	3.2200	3.9000	Sep	3.4000	4.4000
Feb	3.3400	3.9000	Jun	3.4600	4.3000	Oct	3.3400	4.2000
Mar	3.1300	3.8000	Jul	3.4100	4.5000	Nov	3.1600	3.9000
Apr	3.3800	4.2000	Aug	3.3900	4.2000	Dec	3.0800	3.9000



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Catawba River	Lake Rhodhiss	3.3100	365	4.5000	12.0000	C	0.0000

* 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	County	Year Offline	Use Type
Catawba River	Lake Rhodhiss	1,088	Yes	Catawba River (03-1)	Burke		Regular

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 Finished Water Output Metered?	Source
Valdese Water Plant	12.0000	Yes	Yes	Lake Rhodhiss

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2024? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2024? No

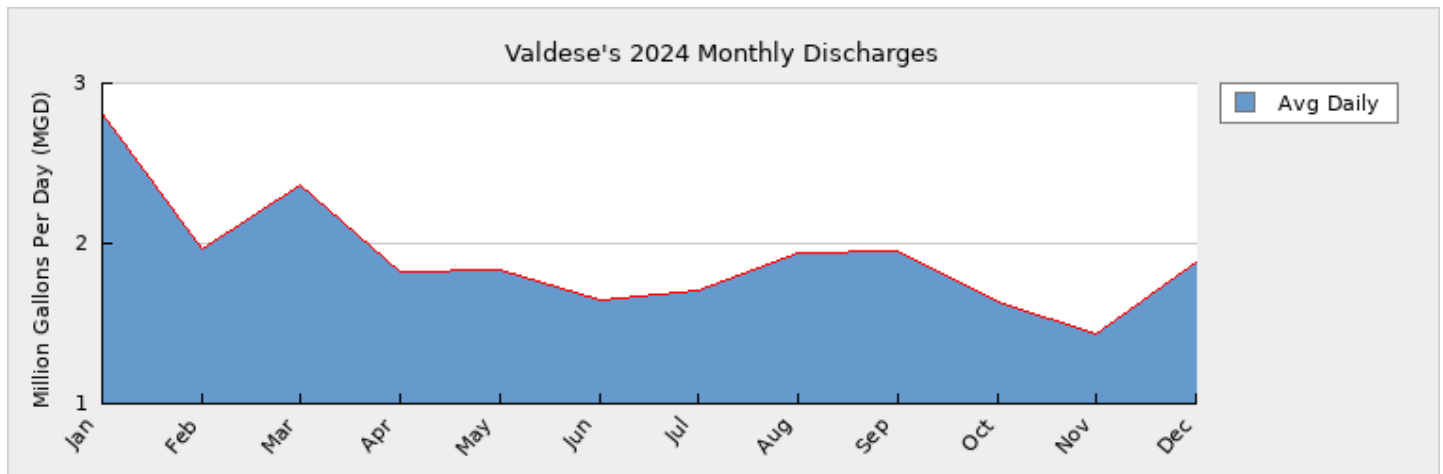
If yes, was any water conservation implemented?

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)		Average Daily Discharge (MGD)
Jan	2.8100	May	1.8300	Sep	1.9500
Feb	1.9700	Jun	1.6500	Oct	1.6300
Mar	2.3600	Jul	1.7100	Nov	1.4400
Apr	1.8200	Aug	1.9400	Dec	1.8800



How many sewer connections does this system have? 1,895

How many water service connections with septic systems does this system have? 3,457

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

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0041696	WWTP	7.5000	7.5000	1.9200	12.7000	Lake Rhodhiss	Catawba River (03-1)

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Burke County	01-12-065	Receiving	0.1560	365	0.5000
Drexel	01-12-045	Receiving	0.1844	365	0.5000
Rutherford College WC	01-12-055	Receiving	0.0172	365	0.2000

5. Planning

Projections

	2024	2030	2040	2050	2060	2070
Year-Round Population	13,000	13,100	13,200	13,300	13,400	13,500
Seasonal Population	0	0	0	0	0	0
Residential	0.5764	0.5800	0.5800	0.5900	0.5900	0.6000
Commercial	0.1843	0.1900	0.2000	0.2100	0.2200	0.2300
Industrial	0.7484	0.7500	0.7500	0.7500	0.7500	0.7500
Institutional	0.0292	0.0300	0.0300	0.0400	0.0400	0.0400
System Process	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
Unaccounted-for	0.5261	0.5297	0.5329	0.5422	0.5453	0.5516

Demand v/s Percent of Supply

	2024	2030	2040	2050	2060	2070
Surface Water Supply	12.0000	12.0000	12.0000	12.0000	12.0000	12.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	12.0000	12.0000	12.0000	12.0000	12.0000	12.0000
Service Area Demand	2.2144	2.2297	2.2429	2.2822	2.2953	2.3216
Sales	1.0866	1.1824	1.1824	1.1824	1.1824	1.1824
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	3.3010	3.4121	3.4253	3.4646	3.4777	3.5040
Demand as Percent of Supply	28%	28%	29%	29%	29%	29%



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 44 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. No Changes

Are there other demand management practices you will implement to reduce your future supply needs? No Changes

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? No Changes

How does the water system intend to implement the demand management and supply planning components above? No Changes

Additional Information

Has this system participated in regional water supply or water use planning? Yes, Member of the Catawba-Wateree Water Management Group

What major water supply reports or studies were used for planning?

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: Rehab of existing water plant is being designed. Interconnection with Lenoir Water is being planned. Both projects are funded.

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.

Town of Valdese

AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Ashley Young, Valdese Planner, WPCOG

Subject: Rezoning 2025-01 Dixie Ave NW

Meeting: April Council Meeting

Presenter: Ashley Young, Valdese Planner, WPCOG

ITEM OF INTEREST:

Rezoning request for 0 Griffin Ave NW, Valdese 28645 (PIN 2733573173) from M-1 to R-8 for a 48-unit (2 building) apartment complex.

BACKGROUND INFORMATION:

The existing parcel is zoned for manufacturing use and is currently vacant. The owner of the property is Hayne Hens Farm Inc. and the applicant for the rezoning is MC Morgan & Associates Inc. The intent for the rezoning is to build a multi-family apartment complex. Should the rezoning be approved, this proposal will be submitted again to the Board of Adjustment for a Special Use Permit.

The property is currently zoned a majority M-1, with a few small portions being R-12 and R-8.

The complex will consist of 2, 3-story apartment buildings with 48 units total; consisting of 1, 2, and 3 bedroom options. Access will be provided on Dixie Ave NW. Amenities will include internal sidewalks, clubhouse, playground, picnic area, outdoor seating areas, and on-site dumpster and recycling.

There will be an income limit for those renting these units.

The Planning Board recommended 5-0 approval for the rezoning as inconsistent with the Vision Plan Future Land Use Map, but consistent with the residential priorities adopted by the Vision Plan.

BUDGET IMPACT:

The project will not be asking for town bonds to complete construction.

RECOMMENDATION / OPTIONS:

(A) Approve as inconsistent with the Vision Plan Future Land Use Map, but consistent with the residential priorities adopted by the Vision Plan. (B) Deny as inconsistent with the Vision Plan Future Land Use Map. (C) Table for further discussion at next meeting



LIST OF ATTACHMENTS:

(A) Staff Report; (B) Application for Rezoning; (C) Preliminary Sketch Plan; (D) Project summary provided by applicant

TO: Valdese Town Council
From: Ashley Young, Planner (WPCOG)
DATE: April 7, 2025
SUBJECT: Rezoning Application 01-2025 Dixie Ave NW
ATTACHMENTS: (A) Application for Rezoning; (B) Preliminary Sketch Plan, (C) Summary

Property Location: 0 Griffin Ave NW, Valdese 28645
PIN: 2733573173
ACREAGE: 15.82 acres
REQUESTED ACTION: Rezone property from M-1, R-12, & R-8 to R-8

BACKGROUND:

The existing parcel is zoned for manufacturing use and is currently vacant. The owner of the property is Hayne Hens Farm Inc. and the applicant for the rezoning is MC Morgan & Associates Inc. The intent for the rezoning is to build a multi-family apartment complex. Should the rezoning be approved, this proposal will be submitted again to the Board of Adjustment for a Special Use Permit.

The property is currently zoned a majority M-1, with a few small portions being R-12 and R-8.

The complex will consist of 2, 3-story apartment buildings with 48 units total; consisting of 1, 2, and 3 bedroom options. Access will be provided on Dixie Ave NW. Amenities will include internal sidewalks, clubhouse, playground, picnic area, outdoor seating areas, and on-site dumpster and recycling.

REVIEW CRITERIA:

1. Zoning and Existing land uses in the general vicinity of the subject's property:

North	The properties are zoned R-12 Residential and contain single-family homes.
South	The properties are zoned M-1 Manufacturing and contain commercial and warehousing uses.
East	The properties are zoned R-8 and contain single-family homes.
West	The properties are zoned M-1 Manufacturing and contain manufacturing/warehouse uses.

2. Zoning Criteria of Proposed District

UDO Zoning District Description

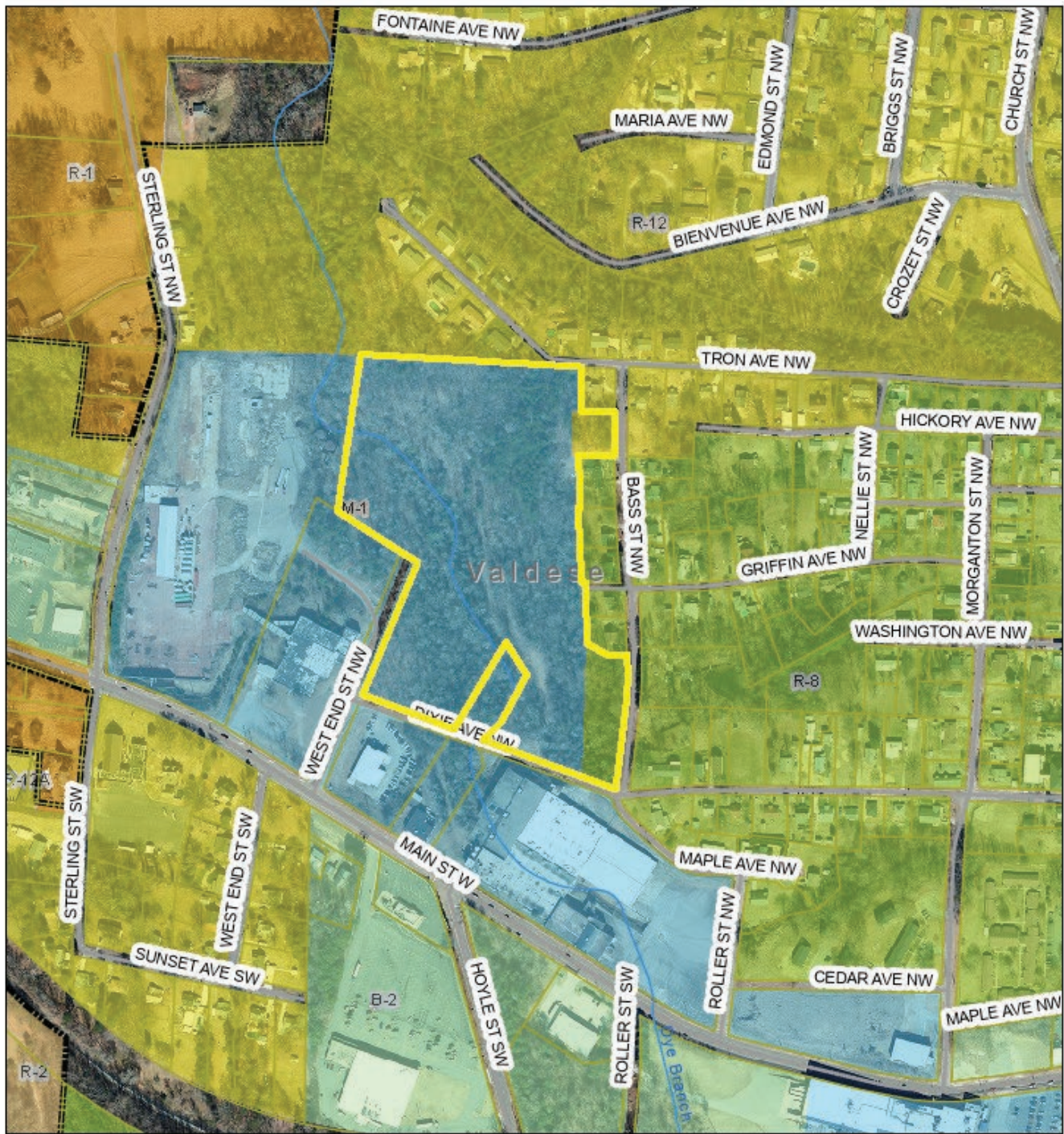
3.2.3 RESIDENTIAL DISTRICT (R-8)

Intent: The district shall provide for town-scaled residential development within walking distance (generally one-fourth (1/4) mile) of services. Streets shall be interconnected and a range of lot sizes is encouraged. The Neighborhood Residential District is to permit the completion and conformity of residential subdivisions.

UDO Permitted Use Table

Key P = Use permitted with subdivision plat and/or site plan approved by Town staff USS = Use permitted with subdivision plat and/or site plan approved by Town staff, and compliance with Use-Specific Standards referenced SUP = Use permitted with approval of a Special Use Permit issued by the Town; CZ = Conditional Zoning Blank Cell = Use prohibited												
Use Category	Use	Zoning Districts								Conditional Zoning District	Overlay District	Use-Specific Standards
		R8	R12A	R12	DBC ¹	B-1 ²	B-2 ³	O-I ⁴	M-1		FP	
Agricultural and Animal Uses	Agricultural uses, including general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, forestry, sod farming, and wild crop harvesting but not agricultural industry										P	
	Animal keeping			USS								4.3.3
	Bona fide farms but not agricultural industry			SUP								
	Farmers market					P	P					
	Kennels						USS		USS			4.3.14
	Open-air markets, retail only					P	P					
	Produce stands	P	P	P				P	P			
	Veterinary hospital or clinic						P	P	P			
Residential Uses	Single-family homes	P	P	P		P	SUP	USS				R8 setback
	Two-family homes (duplexes)	P	P									
	Townhome	P	P		SUP	SUP	SUP	SUP				
	Manufactured Homes, Class A	P										4.3.15
	Manufactured Homes, Class B											4.3.15
	Manufactured Home Parks (in USS)											4.3.16
	Modular Home	P	P	P		P	SUP	P				
	Multi-family building	SUP	SUP		SUP	SUP	SUP	SUP				

The zoning of the adjacent neighborhood to the property is currently zoned R-8, therefore the proposed rezoning to R-8 would be consistent with the surrounding districts. To further continue with the proposed multi-family apartments, a Special Use Permit will be required. In that application, the applicant will need to show that they meet the landscaping, parking, and built-upon area requirements of the UDO.



ParcelReportPortrait

March 14, 2025

1:4 848

Owner: HAYNE HENS FARM INC
PO BOX 715

HOPE MILLS, NC 28348

Property Address: 0 GRIFFIN AVE NW
VALDESE 28690
PROPERTY_DESC

PIN: 2733573173

PIN EXT: 000

REID: 33289

Property Value:

Acreage: 15.82

Deed Book: 002168

Deed Page: 00022

Deed Date: 12/30/2014 1:00:00 AM



Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or legal description. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

3. Traffic

The property has access on both Dixie Ave NW, Griffen Ave NW, and Bass St NW. The apartment complex currently only has one proposed entrance using Dixie Ave NW. The street network in this area is grided, making for multiple options for ingress and egress along Dixie Ave NW to West End St SW, Bass St NW, or Morganton St NW to access the main throughfare Main St W (Hwy 70) or secondary throughfare Church St NW.

The NCDOT 2023 Average Daily Traffic along Main St W was recorded at 8,200 trips per day. The Average Daily Traffic along Church St NW was 2,400 trips per day. The neighborhood street do not have any traffic count data associated with them. There are no funded improvements to Main St W or Church St NW in the 2024-2033 NCDOT State Transportation Improvement Plan (STIP).

4. Public Services

These public services include water and sewer, police, and fire protection. The proposed apartment complete would require water/sewer taps on the site. Water and sewer are located in that area. Since the property is presently vacant, the development of the apartment complex would require additional police and fire protection.

5. Environmental and Watershed

The property consists of a large flood hazard zone that runs along Dye Branch, which flows through the center of the property. The proposed development of the property would not take part in the flood hazard areas and would not require any floodplain permitting.

The property is located within the WS-IV Protected Area, which follows the table below for allowable built-upon area. The proposed sq. ft. of impervious area is 73,500 sq. ft., which is roughly 10.7% of the property. This proposed development would qualify as a low-density development under other residential.

Table 8.5.3: Watershed Table of Allowable Uses

WATER SUPPLY CLASSIFICATION	LOCATION IN THE WATERSHED	MAXIMUM ALLOWABLE PROJECT DENSITY OR MINIMUM LOT SIZE		
		Low Density Development		High Density Development
		Single-family detached residential	Non-residential and all other residential	All types
WS-IV	Critical Area	1 dwelling unit (d.u.) per one-half acre or 1 d.u. per 20,000 square foot lot excluding roadway right-of-way or 24% built-upon area	24% built-upon area	24 to 50% built-upon area
	Protected Area	1 d.u. per one-half acre or 1 d.u. per 20,000 square foot lot excluding roadway right-of-way or 24% built-upon; or 3 d.u.s per acre or 36% built-upon area without curb and gutter street system	24% built-upon area; or 36% built-upon area without curb and gutter street system	24 to 70% built-upon area



0 290 580
Feet

ParcelReportPortrait

March 14, 2025

1:4,848

Owner: HAYNE HENS FARM INC
PO BOX 715

HOPE MILLS, NC 28348

Property Address: 0 GRIFFIN AVE NW
VALDESE 28690
PROPERTY_DESC

PIN: 2733573173

PIN EXT: 000

REID: 33289

Property Value:

Acreage: 15.82

Deed Book: 002168

Deed Page: 00022

Deed Date: 12/30/2014 1:00:00 AM



Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or legal description. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

6. Consistency of the proposed zoning with the Valdese Vision: A Land Use Action Plan

The Valdese Vision: A Land Use Action Plan shows the future designation of the property as manufacturing. Therefore, the proposed zoning designation of R-8 Residential is not compatible with the future land use of “manufacturing” in the Valdese Vision adopted by the Valdese Town Council in 2014.

While the property is identified as manufacturing in the future land use map, the Vision Plan does identify the need for housing and housing diversity. Below are priority recommendations from the Vision Plan for both industrial and residential uses.

Priority Recommendations From the Vision Plan: *(those in italic are to consider for this proposal)*

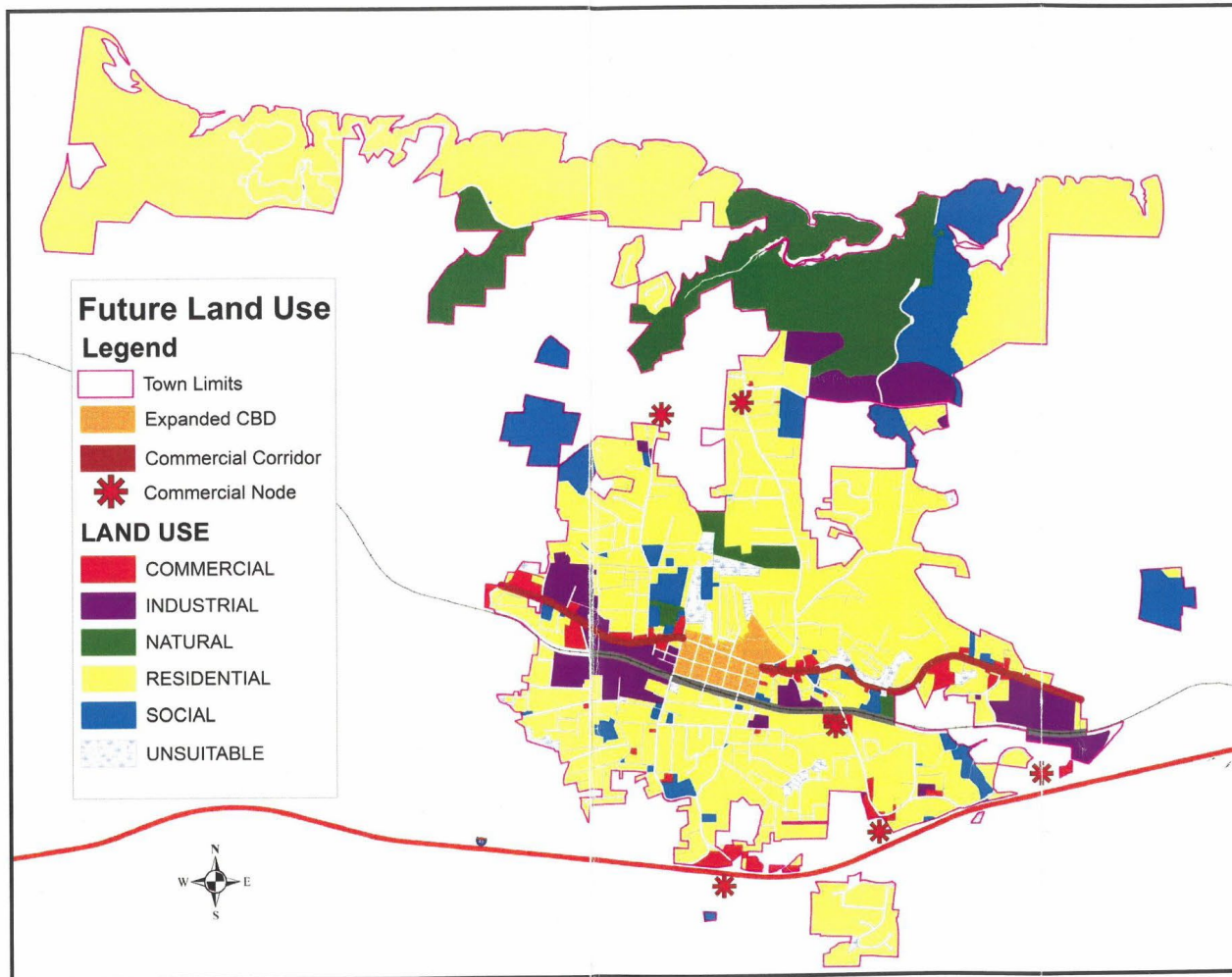
6.3.2 Priority 2: Industrial Development (ID)

- ID 2.1: Continue to provide developers with incentives for the adaptive reuse of vacant industrial sites.
- ID 2.2: Collaborate on a continuing basis with officials from WPCOG, Burke County, and other municipalities to remain informed and have input on developments that will affect Valdese.
- ID 2.3: Keep an up to date inventory of industrial sites in and around Valdese that are available for development or redevelopment.
- ID 2.4: Determine whether adequate efforts and resources are being dedicated to industrial recruitment to the Town of Valdese, and where shortcomings are found, identify additional measures to improve recruitment efforts.
- ID 2.5: Work with the local school systems, community college, and workforce development agencies to ensure Valdese will provide new and existing industries with a skilled workforce.

6.3.4 Priority 4: Residential Development (RD)

- RD 4.1: Evaluate the Town's development ordinances for areas that will help promote a diversity of housing choices.
- RD 4.2: Require site design standards for land uses adjacent to residential zoning districts that protect the overall character and general welfare of existing neighborhoods.
- RD 4.3: Encourage the preservation of older homes in the community to help strengthen a sense of place and historical context.
- RD 4.4: Amend Subdivision Regulations to require that all new roads be designed and constructed to meet NCDOT standards and be dedicated to the public upon completion.
- RD 4.5: Encourage residential subdivisions that incorporate conservation subdivision design.

- RD 4.6: Work with community development and affordable housing agencies to identify the best ways to provide and maintain sufficient housing options throughout town.
- RD 4.7: Encourage the development of mixed-use and multi-family housing in appropriate zoning districts.



The Valdese Vision: A Land Use Action Plan for the Future

PLANNING BOARD RECOMMENDATION:

The Planning Board reviewed the application, staff report, and applicant's proposal during their March 17th, 2025 meeting. Planning Board recommended approval of Rezoning 2025-01 by Town Council as inconsistent with the Future Land Use Map, but consistent with the Residential Development (RD) Priority Recommendation made by the The Valdese Vision: A Land Use Action Plan based on the need of housing diversification. The Planning Board voted to recommend approval of rezoning request 2025-01 of 0 Griffen Ave NW from M-I Manufacturing to R-8 Residential as consistent with the surrounding zoning district and providing diversification of housing. This vote passed 5-0.

RECOMMENDED ACTION:

Staff finds Rezoning Petition 01-2025 Dixie Ave NW to be considered **inconsistent** with the Valdese Vision: A Land Use Action Plan, Future Land Use Map in that the request is for residential and the Future Land Use Map designates industrial use; however, staff does consider the proposal for diversification in housing to be **consistent** with the priority recommendations made by the Vision Plan.

The future land use map is a guidance document for town officials to use in rezoning decisions. Officials may make the decision to modify the future land use map when there is a rezoning request that they find to be consistent with the surrounding area and to support other areas of the plan recommendations in association with the Future Land Use Map.

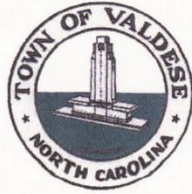
The Council may make one of the following decisions:

1. The Valdese Town Council approves Rezoning Petition 01-2025 Dixie Ave NW (*use consistency statement*).
2. The Valdese Town Council denies Rezoning Petition 01-2025 Dixie Ave NW (*provide list of reasons*).
3. The Valdese Town Council tables the decision on Rezoning Petition 01-2025 Dixie Ave NW until the next scheduled meeting.

CITIZEN INPUT

A Notice of Public Hearing appeared in the News-Herald prior to the Council meeting. All adjoining property owners received notices of the hearing via first-class mail.

Attachment A



TOWN OF VALDEESE
APPLICATION FOR REZONING

Date Filed: 2-17-25

Application No: _____

TO THE PLANNING BOARD AND TOWN COUNCIL OF THE TOWN OF VALDEESE:

I (We), the undersign, do hereby respectfully make application and request the Planning Board and Town Council to amend the Zoning Ordinance and/or change the Zoning Map of the Town of Valdeese as herein requested, and in support of this application, the following facts are shown:

1. **It is desired and requested that the foregoing property be rezoned from**
M-1 District to R-8A District

2. **The property sought to be rezoned is located at (street address or description of location)**
0 Griffin Ave NW Valdeese, NC 28690

3. **The property sought to be rezoned is owned by:**

Owners' name(s)	<u>Hayne Hens Farms, Inc.</u>		
Size of tract	<u>15.82 Acres</u>		
Street Frontage of	<u>Griffin Ave NW</u>	feet	
Record #	<u>2014010616</u>	PIN #	<u>2733573173</u>
Deed Book	<u>2168</u>	Page	<u>22-29</u>

(Attach a legal description of all property for which rezoning is requested.
 Copies of deeds are available from the Burke County Register of Deeds Office)

4. The following are the categories of property adjacent to the property request to be zoned:

LOCATION	<u>PRESENT ZONING</u>	<u>PRESENT USE</u>
North	<u>R-8</u>	<u>Residential</u>
South	<u>M-1</u>	<u>Industrial</u>
East	<u>R-8</u>	<u>Residential</u>
West	<u>M-1</u>	<u>Former Manufacturing</u>

5. Proposed Use: Apartments
6. Circumstances, factors, and reason the applicant offers in support of the application for rezoning: Add more housing options for community and the need for housing for the working class within the region.
7. An application fee of \$350.00 must be submitted with this application
8. Applicant Information:
- Applicant's Name (please print) MC Morgan & Associates, Inc.
- Mailing Address P.O Box 16038
High Point NC 27265
- Telephone Number 336 689-0447

Mark C Morgan
 Signature of Applicant

2-17-25

Date

Attachment C

Centennial Trace Apartments

830 Dixie NW
Valdese, NC 27690

Centennial Trace Apartments will be situated on a 15.8-acre site northwest of the intersection of Dixie Avenue NW and Bass Street NW. Within one mile of the property, residents will find local amenities, including shopping, healthcare, schools, various restaurants, and a vibrant downtown area. The development will feature 48 garden-style apartments, complete with parking and on-site amenities.

The apartment community includes:

- (8) One-bedroom units
- (28) Two-bedroom units
- (12) Three-bedroom units

Site amenities include:

- Professional on-site property management and maintenance, playground, community room, and computer workstations located in the clubhouse.
- Each apartment will have an open-floor-plan kitchen with a range, range hood, dishwasher, refrigerator (frost-free), mini blinds, pantry, walk-in closets, central air heat pump, and individual outside storage.

Schedule

- Construction will start in May 2026, and the lease-up of units will start in July 2027





TOWN OF VALDEESE
APPLICATION FOR REZONING

Date Filed: 2-17-25

Application No: _____

TO THE PLANNING BOARD AND TOWN COUNCIL OF THE TOWN OF VALDEESE:

I (We), the undersign, do hereby respectfully make application and request the Planning Board and Town Council to amend the Zoning Ordinance and/or change the Zoning Map of the Town of Valdeese as herein requested, and in support of this application, the following facts are shown:

1. It is desired and requested that the foregoing property be rezoned from M-1 District to R-8A District

2. The property sought to be rezoned is located at (street address or description of location)

0 Griffin Ave NW Valdeese, NC 28690

3. The property sought to be rezoned is owned by:

Owners' name(s)	<u>Hayne Hens Farms, Inc.</u>		
Size of tract	<u>15.82 Acres</u>		
Street Frontage of	<u>Griffin Ave NW</u>	feet	
Record #	<u>2014010616</u>	PIN #	<u>2733573173</u>
Deed Book	<u>2168</u>	Page	<u>22-29</u>

(Attach a legal description of all property for which rezoning is requested.
 Copies of deeds are available from the Burke County Register of Deeds Office)

4. The following are the categories of property adjacent to the property request to be zoned:

LOCATION	<u>PRESENT ZONING</u>	<u>PRESENT USE</u>
North	<u>R-8</u>	<u>Residential</u>
South	<u>M-1</u>	<u>Industrial</u>
East	<u>R-8</u>	<u>Residential</u>
West	<u>M-1</u>	<u>Former Manufacturing</u>

5. Proposed Use: Apartments
6. Circumstances, factors, and reason the applicant offers in support of the application for rezoning: Add more housing options for community and the need for housing for the working class within the region.
7. An application fee of \$350.00 must be submitted with this application
8. Applicant Information:

Applicant's Name (please print) MC Morgan & Associates, Inc.

Mailing Address P.O Box 16038

High Point NC 27265

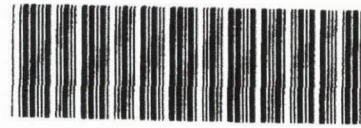
Telephone Number 336 689-0447

Mark C Morgan

Signature of Applicant

2-17-25

Date



INSTRUMENT # 2014010616

FOR REGISTRATION REGISTER OF DEEDS
 Elizabeth T. Cooper
 Burke County, NC
 December 30, 2014 02:56:11 PM
 Book 2168 Page 22-29
 FEE: \$26.00
 INSTRUMENT # 2014010616

This certifies that there are no delinquent ad valorem real estate taxes, which the Burke County Tax Collector is charged with Collecting, that are a lien on:
 Parcel Identification Number: 2733573173 & 2733570333
 This is not a certification that the Burke County Parcel Identification Number matches the Deed description
 DANIEL ISENHOUR
 TAX COLLECTOR

APC
 CLERK

Date/Time: 12-29-14

NORTH CAROLINA GENERAL WARRANTY DEED

Prepared By: Charles T. Gardner

Return to: Charles T. Gardner, P.O. Box 64076, Fayetteville, NC 28306

***WITHOUT TITLE EXAMINATION, LEGAL DESCRIPTIONS DERIVED FROM PRIOR DEEDS
 OF RECORD***

Revenue Stamps: \$ NONE

Tax PIN: Tract 1: 2733570333
 Tract 2: 2733573173

Brief Description for Index: Tract 1: 0.34 Acre Vacant Lot Sterling Street
 Tract 2: 15.82 Acres Lovelady Township, Burke Mills Property

This DEED, made on December 29, 2014, by and between:

GRANTOR	GRANTEE
Burke Warehouse Leasing, LLC, a North Carolina Limited Liability Company	Hayne Hens Farm, Inc., a North Carolina Corporation
P.O. Box 64076 Fayetteville, NC 28306	P.O. Box 64076 Fayetteville, NC 28306

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 or near the Town of Valdese, Lovelady Township, Burke County, North Carolina and more particularly described as follows:

For legal description, see the attached EXHIBIT A

For history of title, see those deeds recorded in Book 1878, Page 296 and Book 1940, Page 277, aforesaid registry.

All or a portion of the property herein conveyed **DOES NOT** include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land 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, other than the following exceptions hereinafter stated, if any.

Title to the property hereinabove described is subject to the following exceptions:

- a. County and/or Municipal Zoning Ordinances, Rules and Regulations.
- b. Restrictive Covenants, Easements, and Rights of Way of record.
- c. Ad Valorem Taxes for all current and subsequent years.

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

Burke Warehouse Leasing, LLC

By: Charles T. Gardner (SEAL)
Charles T. Gardner, Member/Manager

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

I certify that the following person(s) personally appeared before me this day and acknowledged to me that he/she/they signed the foregoing document for the purposes stated therein and in the capacity indicated:
Charles T. Gardner, Member/Manager of Burke Warehouse Leasing, LLC.

Witness my hand and Notarial stamp or seal on this date: 12/29/2014.

Edith S. Stanley
Notary Public Signature

Edith S. Stanley
Printed Name of Notary Public

My Commission Expires: 12/16/2015.



Exhibit A-Tract 1

PIN: 2733570333

The following is a legal description for a 0.307 acre parcel owned by Burke Mills, Inc. located in Lovelady Township of Burke County, North Carolina and bounded by the Gail L. Gay property as recorded in Deed Book 596, Page 276, the James E. Poarch et al property as recorded in Deed Book 916, Page 538, Sterling Street NW (S.R.1550), and the Jeffrey H. Schwarz as recorded in Deed Book 922, Page 873 and an 18 foot asphalt road; all deeds recorded in Burke County Registry.

BEGINNING on an existing 12 inch spike located in the northern margin of an 18 foot asphalt road, said point of BEGINNING being the southeastern corner of the Gail L. Gay property as described in Deed Book 596, Page 276 and also being located South 73 degrees 38 minutes 52 seconds East - 401.45 feet from an existing iron pipe; thence, from said point of BEGINNING, with the Gail L. Gay line North 16 degrees 22 minutes 43 seconds East - 77.90 feet to an existing $\frac{3}{4}$ inch iron pipe, said pipe being the southwestern corner of the James E. Poarch et al property as described in Deed Book 916, Page 538; thence, with the southern line of the aforementioned Poarch property South 83 degrees 11 minutes 28 seconds East - 149.05 feet to an existing 1 inch iron pipe, said iron pipe being located west of the pavement of Sterling Street NW (S.R.1550); thence, South 15 degrees 12 minutes 06 seconds West - 102.64 feet to a PK nail set in the northern edge of an 18 foot asphalt road, said PK nail being located North 15 degrees 12 minutes 06 seconds East - 30.00 feet of an existing $\frac{3}{4}$ inch iron pipe, said pipe located in the southern edge of the aforementioned 18 foot road where it intersects the western edge of the pavement for Sterling Street NW, said PK nail is also located North 35 degrees 20 minutes 23 seconds West - 46.59 feet from a railroad spike found in the edge of an asphalt parking area, said railroad spike being the northwestern corner of Deed Book 283, Page 457 and the second corner of Deed Book 102, Page 61 and having North Carolina Grid System coordinates of $Y = 224,706.641m$ $X = 376,464.909m$ with an elevation of 360.668m and a combined scale factor of 0.99985863; thence, with the northern margin of the aforementioned 18 foot asphalt road North 73 degrees 38 minutes 52 seconds West - 149.08 feet to the point of BEGINNING; containing 0.307 acres as shown on a plat prepared by Suttles Surveying, P.A. entitled "Survey for; Burke Mills, Inc.", dated December 9, 2009 and map file number 10908A. For reference see Deed Book 774, Page 1663; no title examination was preformed in the preparation of this description and property is subject to the right-of-ways and easements of others.

Exhibit A-Tract 2

PIN: 2733573173

Legal description of property known as Burke Mills, Inc. located in Valdese, North Carolina and being bounded on the south by US Highway 70, on the west by Sterling Street NW (SR 1550 - an 18 foot asphalt surface) and on the north and east by various owners. BEGINNING on an existing railroad spike having NAD83(2007) grid coordinates of Y = 224,589.039m and X = 376,444.506m, an elevation of 358.567m and CSF = 0.99985880 and is located in the eastern margin of Sterling Street NW in the edge of an asphalt parking area, said spike is also located north of US Highway 70 159.8 feet from the southwest corner of subject tract as recorded in Deed Book 283, Page 457 of the Burke County Registry; thence, with the eastern margin of Sterling Street NW the following four (4) courses and distances: North 05 degrees 47 minutes 01 second East - 199.83 feet to an existing railroad spike having NAD83(2007) grid coordinates of Y = 224,649.637m and X = 376,450.644m, an elevation of 361.204m, and CSF = 0.99985847; thence, North 14 degrees 04 minutes 23 seconds East - 192.47 feet to an existing railroad spike in place of the northwest corner of Deed Book 283, Page 457 and being the second corner of Deed Book 102, Page 61 and having coordinates of Y = 224,706.641m and X = 376,464.909m, an elevation of 360.668m, and CSF = 0.99985863; thence, North 17 degrees 08 minutes 34 seconds East - 198.09 feet to an existing railroad spike in place of the third corner of Deed Book 102, Page 61 and being the fifth corner of Deed Book 119, Page 117; thence, North 17 degrees 32 minutes 04 seconds East - 223.38 feet to a ¾ inch existing iron pipe, said iron pipe being slightly disturbed and being the BEGINNING corner of Deed Book 119, Page 117 and also the southwest corner of the Rodney V. Lambert and Mildred M. Lambert property, a life estate as recorded in Deed Book 910, Page 152; thence, running with the Lambert boundary line South 89 degrees 39 minutes 27 seconds East - 136.61 feet to a ½ inch existing iron rod in the edge of an asphalt surface; thence, continuing along the common boundary North 05 degrees 47 minutes 48 seconds West - 276.40 feet to a 5/8 inch existing iron rod, said iron rod being disturbed; thence, running with the Patti P. Connelly property (as shown by Burke County GIS having PIN# 2733584028) North 83 degrees 40 minutes 59 seconds East - 316.60 feet to a 1 inch existing iron pipe, said iron pipe being a point in the Brian Roberts and wife Vickey C. Roberts property as recorded in Deed Book 1458, Page 932; thence, a common line with the Roberts property South 03 degrees 13 minutes 40 seconds West - 113.38 feet to a ½ inch existing iron pipe; thence, continuing with the aforementioned property North 41 degrees 22 minutes 01 second East - 100.00 feet to a ¾ inch existing iron pipe located south of an existing soil road; thence, along the southern margin of said road South 28 degrees 20 minutes 49 seconds East - 140.45 feet to a ¾ inch existing iron pipe; thence, continuing along said road South 04 degrees 01 minute 44 seconds East - 79.82 feet to a ¾ inch existing iron pipe slightly disturbed; thence, continuing South 43 degrees 30 minutes 49 seconds West - 98.99 feet to a ½ inch existing iron pipe located on the east side of a creek (width varies), said iron pipe also being a common corner of the Ann Newton Wise property as recorded in Deed Book 1605, Page 955; thence, with the Wise property South 84 degrees 22 minutes 59 seconds East - 46.91 feet to a ¾ inch existing iron pipe (disturbed) in place of the second corner of Deed Book 437, Page 273; thence, with the southern boundary lines of the aforementioned Wise property, the Robert Mitchell Belk and wife Mabel Love Belk property as recorded in Deed Book 222, Page 180, and the Patricia P. Smith property as recorded in Deed Book 827, Page 1355 South 86 degrees 11 minutes 57 seconds East - 637.42 feet to a 5/8 inch iron rod set, said iron rod being the northwest corner of the Janet Lee Seagle property as recorded in Deed Book 592, Page 981; thence, with the western boundary line of the Seagle property South 00 degrees 06 minutes 40 seconds East - 128.35 feet to a ¾ inch existing iron pipe slightly disturbed; thence, continuing a common line North 89 degrees 44 minutes 47 seconds East - 100.17 feet to a ¾ inch existing iron pipe located in the western margin of Bass Street NW, an 18 foot asphalt surface; thence, with margin of said road South 02 degrees 13 minutes 50 seconds East - 118.47 feet to a ¾ inch existing iron pipe slightly disturbed, said iron pipe being the northeast corner of the Brenda W. Robbins property as recorded in Deed Book 1816, Page 802; thence, a common line with the Robbins property and crossing over a flower bed South 84 degrees 19 minutes 15 seconds West - 104.47 feet to an existing concrete monument; thence,

continuing with Robbins property the next two (2) courses and distances: South 03 degrees 41 minutes 12 seconds East - 69.74 feet to a ¾ inch existing iron pipe; thence, South 00 degrees 43 minutes 57 seconds East - 77.46 feet to a 1 inch existing iron pipe, said iron pipe being the northwest corner of the Kathy M. Dockery property as recorded in Deed Book 940, Page 1956; thence, with the western boundary line of the Dockery property South 04 degrees 26 minutes 25 seconds East - 116.89 feet to a 1 ½ inch existing iron pipe, said iron pipe being the southwest corner of the Dockery property and also being the northwest corner of the Mark S. Queen and wife Ileana B. Queen property as recorded in Deed Book 1297, Page 392; thence, South 02 degrees 09 minutes 43 seconds East - 100.01 feet to a 1 ½ inch existing iron pipe square; thence, crossing over an 8 foot soil road and running with the western boundary line of the Michael Dean Ward and wife Heather Nicole Ward property as recorded in Deed Book 1797, Page 650, the following two (2) courses and distances: South 02 degrees 15 minutes 33 seconds East - 55.98 feet to a 1 inch existing iron pipe; thence, South 01 degree 17 minutes 08 seconds East - 38.13 feet to a one inch existing iron pipe; thence, with the Michael H. Steele and Meghan E. Armour property as recorded in Deed Book 1760, Page 520, the following three (3) courses and distances: South 01 degree 40 minutes 11 seconds East - 79.83 feet to an existing concrete monument; South 57 degrees 17 minutes 17 seconds East - 59.32 feet to a 5/8 inch existing iron rod; North 89 degrees 34 minutes 29 seconds East - 56.71 feet to a 5/8 inch existing rod in the western margin of Bass Street NW; thence, with the margin of said street South 00 degrees 29 minutes 19 seconds East - 75.63 feet to a 2 ½ inch existing iron pipe; thence, continuing with said street South 06 degrees 03 minutes 06 seconds West - 301.53 feet to a 1 inch existing iron pipe located at the intersection of Dixie Avenue NW (an 18 foot asphalt surface) and Bass Street NW; thence, along Dixie Avenue NW North 70 degrees 12 minutes 59 seconds West - 398.54 feet crossing over a small creek and a gravel dumpster area to a ½ inch iron rod set, said rod being the southeast corner of the Intention Works, LLC property as recorded in Deed Book 1447, Page 540, Tract II (for reference see a plat by Mallonee Surveying, Inc. dated November 1993, File Number 5997, entitled "Dolly Hosiery Mill, Inc.," thence, common lines with Intention Works property the following four (4) courses and distances: North 46 degrees 48 minutes 49 seconds East - 47.57 feet to a 5/8 inch existing iron rod; North 30 degrees 35 minutes 51 seconds East - 153.49 feet crossing over the aforementioned creek to a 5/8 inch existing iron rod located in the western edge of said creek; North 35 degrees 47 minutes 18 seconds West - 112.60 feet crossing the creek three times to a ½ inch iron rod set; South 32 degrees 27 minutes 01 second West - 261.69 feet to a 5/8 inch existing iron rod located north of Dixie Avenue NW; thence, along said avenue North 69 degrees 26 minutes 14 seconds West - 278.86 feet to a ¾ inch existing iron pipe slightly disturbed and located in the southeastern margin of West End Street NW (an 18 foot asphalt surface); thence with the eastern margin of said street, North 22 degrees 38 minutes 02 seconds East - 415.89 feet to an existing concrete monument; thence, North 58 degrees 46 minutes 58 seconds West - 41.13 feet to a ¾ inch existing iron pipe; thence, North 58 degrees 58 minutes 12 seconds West - 7.41 feet to a 5/8 inch iron rod set and being the northeast corner of Deed Book 1839, Page 352, the Indoor Warehouse Storage, LLC property; thence, with the northern boundary line of said property, North 58 degrees 58 minutes 12 seconds West - 224.20 feet to a 1 inch existing iron pipe, being the third corner of Deed Book 437, Page 273; thence, North 54 degrees 26 minutes 05 seconds West - 14.35 feet to an existing flat iron; thence, continuing with the aforementioned property North 56 degrees 06 minutes 23 seconds West - 59.48 feet to a 1 inch existing iron pipe in place of the BEGINNING corner of Deed Book 102, Page 61, and being the northeast corner of Deed Book 283, Page 457, the fourth corner of Deed Book 437, Page 273, and the northwest corner of Deed Book 568, Page 487; thence, with the western line of the aforementioned property, South 22 degrees 03 minutes 48 seconds West - 702.48 feet to a ½ inch iron rod set in the margin of US Highway 70; thence, continuing the same course 25.00 feet to a point in US Highway 70; thence, with Highway 70 the following four (4) courses and distances: North 61 degrees 28 minutes 49 seconds West - 100.00 feet to a point; North 65 degrees 24 minutes 49 seconds West - 100.00 feet to a point; North 68 degrees 57

minutes 49 seconds West - 100.00 feet to a point; North 69 degrees 36 minutes 28 seconds West - 55.63 feet to a point; thence, leaving US Highway 70 and running with the eastern margin of Sterling Street NW North 00 degrees 59 minutes 31 seconds East - 19.79 feet to a 1 inch existing iron pipe located in the curb island of US Highway 70 and Sterling Street and having coordinates of $Y = 224,546.365m$ and $X = 376,444.927m$, an elevation of $359.698m$, and $CSF = 0.99985856$; thence, leaving said curb island and crossing into the asphalt parking North 00 degrees 33 minutes 57 seconds West - 140.01 feet to the point of BEGINNING and containing 30.43 acres as shown on a plat by Suttles Surveying, P.A. dated December 9, 2009 and captioned "Burke Warehouse Leasing, LLC"; said tracts being fully described in Deed Book 283, Page 457, Deed Book 102, Page 61, Deed Book 119, Page 197, Deed Book 437, Page 273, Deed Book 945, Page 1777, Deed Book 930, Page 2365, and Deed Book 905, Page 2201 of the Burke County Register of Deeds.

***LESS AND EXCEPTING that certain parcel of land conveyed to Freedom Christian Academy, Inc., by Burke Warehouse Leasing, LLC, by Special Warranty Deed dated December 30, 2010 and recorded December 30, 2010 in Deed Book 1940, Page 277 in Burke County Register of Deeds office, North Carolina, and more particularly described as follows: (See next page.)

EXCEPTION TRACT OF TRACT 2

Beginning on a ½" iron rod set, said iron rod being located in the northern margin of US Highway 70 known as Main Street and also being located in the eastern edge of asphalt drive and runs thence a bearing of South 22 degrees 03 minutes 48 seconds West a distance of 25.00 feet to a point in the west bound travel of US Highway 70, thence running with and along the west lane of US Highway 70 the following four courses and distances: North 61 degrees 28 minutes 49 seconds West 100 feet to a point, thence North 65 degrees 24 minutes 49 seconds West 100.00 feet to a point, thence continuing North 68 degrees 57 minutes 49 seconds West 100 feet to a point, thence continuing North 69 degrees 36 minutes 28 seconds West 55.63 feet to a point, thence leaving said US Highway 70 and running along the eastern margin of Sterling Street North West also known as state road 1550 the following two courses and distances: North 00 degrees 59 minutes 31 seconds East 19.79 feet to a 1" existing iron pipe, thence North 00 degrees 33 minutes 57 seconds West 140.01 feet to a existing rail road spike on the east margin of the aforementioned street, said rail road spike having North Carolina (NAD 83/2007) coordinates of Northing 224,589.039 meters Easting 376,444.506 meters thence continuing with the same North 5 degrees 47 minutes 01 seconds East 199.83 feet to and existing rail road spike on the east edge of said street, said rail road spike having North Carolina (NAD 83/2007) coordinates of Northing 224,649.637 meters and Easting 376,450.644 meters thence along the east edge of said street 3 courses and distances: North 14 degrees 04 minutes 23 seconds East 192.47 feet to a existing railroad spike thence continuing North 17 degrees 08 minutes 34 seconds East 198.09 feet to an existing rail road spike thence continuing with the same North 17 degrees 32 minutes 04 seconds East 223.38 feet to a ¾" existing iron pipe Disturbed, the beginning corner of Deed Book 119 Page 197 ; said iron pipe being located east of the east edge of the aforementioned street said iron pipe also being located in the Southern boundaries of that certain deed as recorded in the Burke County register of deeds at Deed Book 910 Page 152, thence with a common boundaries of said tract South 89 degrees 39 minutes 27 seconds East 136.61 feet to a 1/2" existing iron rod in asphalt, said iron rod being the south east corner of the Lambert property, thence continuing with the same North 05 degrees 47 minutes 48 seconds West 276.40 feet to a 5/8" existing iron rod Disturbed and being located in the southern boundaries of that certain tract know as the Connelly property as recorded in Deed Book 1373 Page 426, thence with the common southern boundaries of the Connelly property and crossing a small branch, North 83 degrees 40 minutes 59 seconds East 316.60 feet to a 1" existing iron pipe at the south east corner of the Connelly property and also being located in the western boundaries of the Roberts property as recorded in the Burke County register of deeds in Deed Book 1458 Page 932, thence continuing with the Roberts property and crossing small branch again South 03 degrees 13 minutes 40 seconds West 113.38 feet to a ½" existing iron pipe, thence continuing with the same and crossing small branch North 41 degrees 22 minutes 01 seconds East 100.00 feet to a ¾" existing iron pipe the north west corner of the Hernandez and Regalado propoerty as recorded in Deed Book 1275 Page 472, thence with common line of the aforementioned property South 28 degrees 20 minutes 49 seconds East 140.45 feet to an existing ¾" iron pipe on the west edge of a soil road, thence continuing along the west edge of said road South 04 degrees 01 minutes 44 seconds East 79.82 feet to a ¾" existing iron pipe Disturbed in the west edge of soil road and being a west corner of the Wise property as recorded in Deed Book 1605 Page 955, thence with the common line of said tract South 43 degrees 30 minutes 49 seconds West 98.99 feet to a ½" existing iron pipe thence continuing with the same South 84

degrees 22 minutes 59 seconds East 46.91 feet to a 3/4" existing iron pipe Disturbed in place of the 2nd corner Deed Book 437 Page 273 thence a new line, not surveyed, calculated only, South 08 degrees 26 minutes 27 seconds West 455.71 feet a 1" existing pipe Disturbed, said iron pipe being the 3rd corner of Deed Book 437 Page 273 and being located in the northern line of the Indoor Warehouse Storage, LLC recorded in Deed Book 1839 Page 352, then with the following lines of the aforementioned to the beginning corner, North 54 degrees 26 minutes 05 seconds West 14.35 feet to a existing flat iron, thence North 56 degrees 06 minutes 23 seconds West 59.48 feet to a 1" iron pipe in place of the beginning corner of Deed Book 102 Page 61, thence continuing with the aforementioned South 22 degrees 03 minutes 48 seconds West 702.48 feet to the place of beginning containing 14.46 acres for reference see a survey plat by Suttles Surveying, PA dated December 09th of 2009 and recorded in Plat Book 40 Page 117 of the Burke County register of deeds. For back reference to the property described see: Deed Book 283 Page 457, Deed Book 102 Page 61, Deed Book 119 Page 197, Deed Book 930 Page 2365, Deed Book 905 Page 2201, and a portion of Deed Book 437 Page 273.

Back Reference: Being a portion of the 30.43 acre tract conveyed to Grantor by Burke Mills, Inc. in Book 1878, Page 296, Burke County Registry.

This property is classified as a Brownfields Property under the Brownfields Property Reuse Act.

REQUIRED SITE AMENITIES:

- A. PLAYGROUND - (W/ MIN. 1 BENCH & 4 PLAY STATIONS)
- B. MULTI-PURPOSE ROOM (MIN. 250 SQ. FT.)
- C. COVERED PICNIC AREA - (150 SQ.FT. W/ 2 TABLES & GRILL)

ADDITIONAL AMENITIES:

- D. OUTDOOR SITTING AREAS W/ BENCHES - (MIN. 3 LOCATIONS)
- E. SCREENED-IN PORCH - (150 SQ. FT.)
- F. RESIDENT COMPUTER CENTER - (MIN. 2 COMPUTERS)

CENTENNIAL TRACE

VALDESE, NC

SITE INFORMATION:

SITE: 15.8 +/- ACRES
DENSITY: 3.03 UNITS/ACRE
ZONING: M-1 (TO BE REZONED TO R-8)
SETBACKS: FRONT = 35' MINIMUM
REAR = 25' MINIMUM
SIDE = 10' MINIMUM
BUILDINGS: (2) 3-STORY APARTMENT BUILDINGS
SPRINKLERS: 13R
PARKING SPACES: 84 SPACES REQUIRED @ 1.75 PER UNIT
- SPACES PROVIDED
IMPERVIOUS SURFACE: 55.7% (73,500 SF)

SITE NOTES:

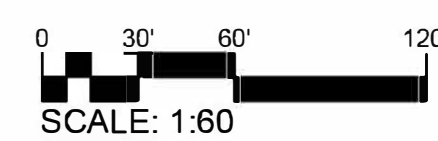
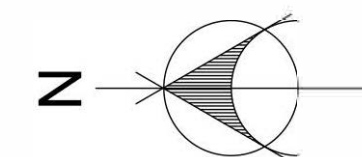
- NO RETAINING WALLS ANTICIPATED
- FLOOD PLAIN ON SITE (SEE SITE PLAN FOR EXTENTS)

UNIT INFORMATION:

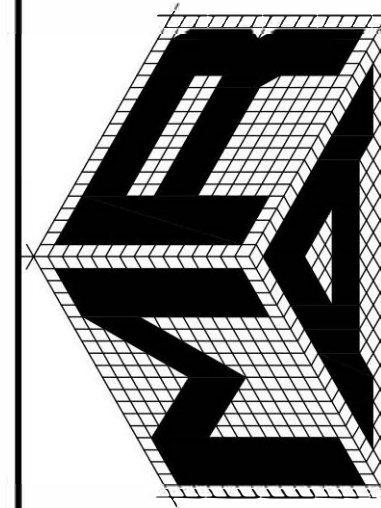
Unit Type	Unit Heated Area (Paint to Paint)	Unit Net Area*	No. of Units	Unit Heated Total (Paint To Paint)	Unit Net Total
1 BEDROOM "A1"	718	788	8	5,744	6,304
2 BEDROOM "B1"	982	1,063	22	21,604	23,386
3 BEDROOM "C1"	1,148	1,237	6	6,888	7,422
3 BEDROOM "C2"	1,148	1,237	12	13,776	14,844
Total			48	48,012	51,956

ACCESSIBLE UNIT TYPES "(a)" OR "(as)": TOTAL OF (6) UNITS

- (1) 1-BEDROOM UNIT WITH TUB
- (1) 1-BEDROOM UNIT WITH ROLL-IN SHOWER
- (1) 2-BEDROOM UNIT WITH TUB
- (1) 2-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED
- (1) 3-BEDROOM UNIT WITH TUB
- (1) 3-BEDROOM UNIT WITH ROLL-IN SHOWER AND EQUIPPED FOR THE SIGHT AND HEARING IMPAIRED

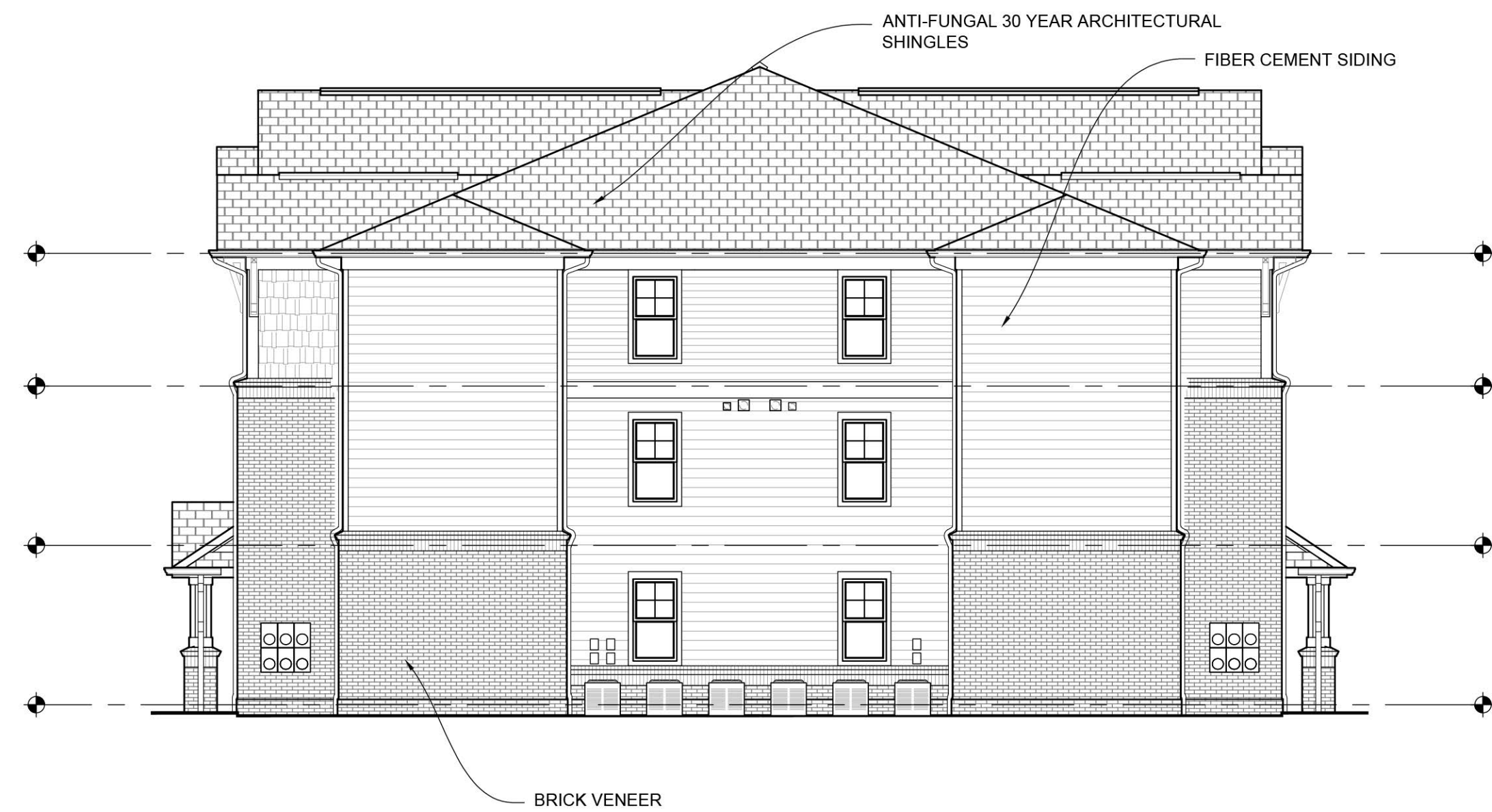


MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
100 CRESCENT CENTRE PARKWAY, SUITE 220 TUCKER, GA 30084
CENTENNIAL TRACE
VALDESE, NC

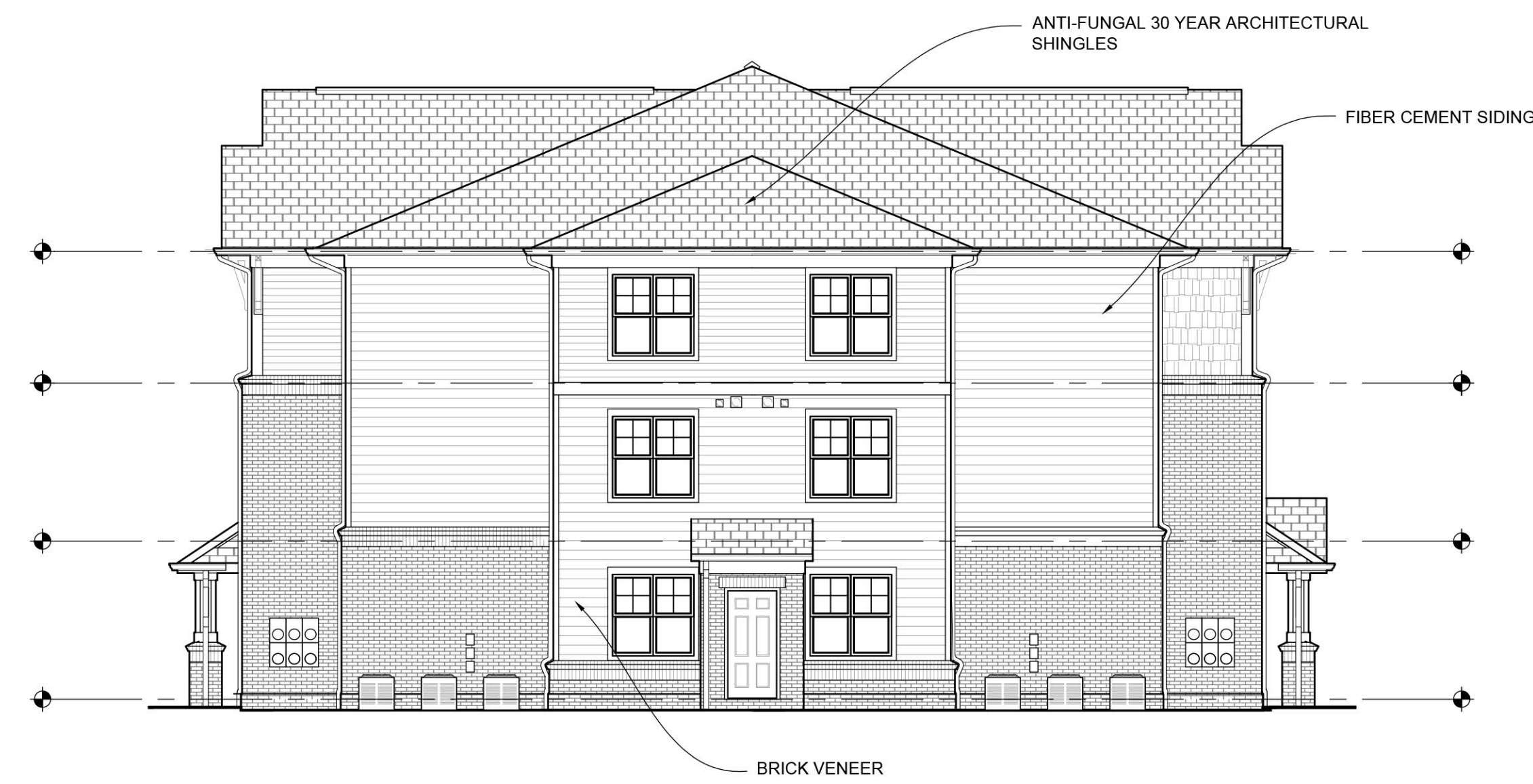


CSP.1

PROJECT NUMBER: 2025-006
DATE ISSUED: 01-15-2025
DRAWN BY: JRO
CHECKED BY: MRL
SHEET: 56 OF 151
ADDENDUM 1 - 03-06-2025



4 BUILDING 100 - SIDE ELEVATION
1/8" = 1'-0"



3 BUILDING 100 - SIDE ELEVATION
1/8" = 1'-0"



2 BUILDING 100 - REAR ELEVATION
1/8" = 1'-0"

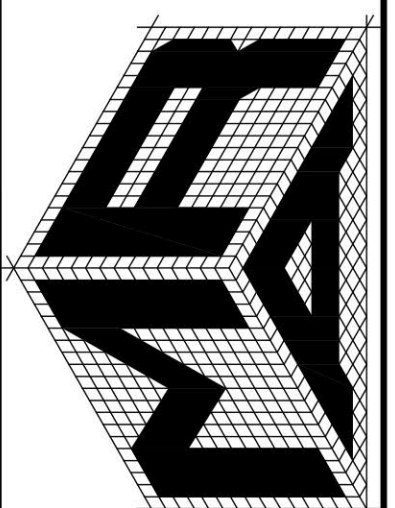


1 BUILDING 100 - FRONT ELEVATIONS (PARKING LOT SIDE)
1/8" = 1'-0"

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

PROJECT NUMBER
2025-006
DATE ISSUED
01-15-2025
DRAWN BY
JRO
CHECKED BY
MRL

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
100 CRESCENT CENTRE PARKWAY, SUITE 220 TUCKER, GA 30084



A3.1

BUILDING 100 - ELEVATIONS

Centennial Trace Apartments

830 Dixie NW

Valdese, NC 27690

Centennial Trace Apartments will be situated on a 15.8-acre site northwest of the intersection of Dixie Avenue NW and Bass Street NW. Within one mile of the property, residents will find local amenities, including shopping, healthcare, schools, various restaurants, and a vibrant downtown area. The development will feature 48 garden-style apartments, complete with parking and on-site amenities.

The apartment community includes:

- (8) One-bedroom units
- (28) Two-bedroom units
- (12) Three-bedroom units

Site amenities include:

- Professional on-site property management and maintenance, playground, community room, and computer workstations located in the clubhouse.
- Each apartment will have an open-floor-plan kitchen with a range, range hood, dishwasher, refrigerator (frost-free), mini blinds, pantry, walk-in closets, central air heat pump, and individual outside storage.

Schedule

- Construction will start in May 2026, and the lease-up of units will start in July 2027





TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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



VALDESE TOWN COUNCIL REZONING 2025-01 0 GRIFFEN AVE NW / DIXIE AVE NW CONSISTENCY AND REASONABLENESS STATEMENT

On April 4, 2025, the Valdeese Town Council met to consider the Map Rezoning Amendment Petition to rezone property addressed 0 Griffen Ave NW from M-1 (General Manufacturing) to R-8 (Residential) and received a recommendation from the Valdeese Planning Board. After considering the rezoning petition (defined below), ordinances, recommendations, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdeese adopted a comprehensive land use plan entitled "The Valdeese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan"). The Plan identifies the type of community that Valdeese wants to become in the future and the strategies that the Town will use to guide development and land use activities.
2. The applicant submitted an application requesting to rezone 0 Griffen Ave NW, PIN 2733573173 (the "Property") from M-I (General Manufacturing) to R-8 (Residential).
3. The Property is currently vacant land zoned for manufacturing and industrial uses. Rezoing to R-8 would change the use to residential.
4. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

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

5. The applicant's request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the applicant's request to amend the Town's Zoning Map of the Property from its current designated zoning district of M-I to zone R-8 to be *inconsistent* with the Future Land Use Map in the Plan, but *consistent* with Priority 4: Residential Development (RD) of the Plan.
6. The Planning Board voted five to zero (5-0) to recommend that Town Council amend the Town's Zoning Map regarding the Property from M-I General Manufacturing to R-8 Residential.
7. The Valdese Town Council hereby finds Rezoning 2025-01 to be *inconsistent* with the Future Land Use Map in the Plan, but *consistent* with Priority 4: Residential Development (RD) of the Plan.
8. North Carolina General Statute 160D-605(b) provides, in pertinent part, as follows:

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

9. The Town Council finds that the zoning amendment is reasonable and in the public interest based on the following:
 - (a) The Property is adjacent to existing R-8 zoning so as not to be construed as "spot" zoning.
 - (b) Rezoning the Properties to R-8 Residential District will permit uses consistent with those also permitted in the surrounding R-8 district.
 - (c) The proposed amendment will not cause public services to fall below acceptable levels. Public services are in place to service the parcel. These public services include water and sewer, police, and fire protection.
 - (d) Town Council finds that conditions have changed since adopting the Plan, warranting this zoning amendment.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 2025-01 in regards to rezoning the Property from its currently designated zoning to Zone R-8 Residential District to be inconsistent with the Plan Future Land Use Map and approves Rezoning Petition 2025-01 and the recommendation from the Valdese Planning Board to amend the Town's Zoning Map regarding the Property from M-1 Manufacturing to R-8 Residential District.

Based on those above and the findings from the public hearing, the Valdese Town Council further finds Rezoning Petition 2025-01 reasonable and approves Rezoning Petition 2025-01.

The Town Council therefore approves Rezoning Petition 2025-01.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

ATTEST:

JESSICA LAIL, Town Clerk

CHARLES WATTS, Mayor (Seal)

Town of Valdese

AGENDA MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Town of Valdese CDBG - Berrytown Waterline Project - McGill Associates Engineering Contract Proposal

Meeting: March 31, 2025 Pre-Agenda Meeting

Presenter: Paul Teague, Western Piedmont Council of Governments

ITEM OF INTEREST:

McGill Associates engineering contract proposal for the Town of Valdese CDBG - Berrytown Waterline Project. Payments to McGill Associates are covered by the CDBG grant.

BACKGROUND INFORMATION:

The Town of Valdese was awarded a Community Development Block Grant from the N.C. Department of Environmental Quality and the N.C. Department of Commerce for waterline improvements in the Berrytown community. Through an advertised Request for Qualifications process, McGill Associates was selected as the engineering company to present a contract proposal for project services. All payments to McGill Associates will be re-imbursed from grant funds.

BUDGET IMPACT:

The engineering contract will have zero budget impact for the Town of Valdese. All costs related to the engineering services are covered by the CDBG grant.

RECOMMENDATION / OPTIONS:

Approval of engineering services contract to McGill Associates

LIST OF ATTACHMENTS:

1. Contract proposal for engineering services

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made and entered into this the _____ day of April 2025 by and between the Town of Valdese (OWNER) and McGill Associates, P.A. (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Berrytown CDBG Water Line Replacement** and

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

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

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in appropriate phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide appropriate personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All appropriate services rendered hereunder shall be performed by the ENGINEER or under his/her supervision and the personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3 The ENGINEER shall assist the OWNER in pursuing approvals and permits from appropriate governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.

- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with appropriate existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include appropriate requirements hereunder in any subcontract written by him/her in association with this Agreement.
- 1.6 The Engineer shall comply with the CDBG Contract Provisions included in the attached Exhibit "B"

SECTION 2 - BASIC SERVICES

2.1 ENGINEERING DESIGN/PERMITTING/SURVEYING:

- 2.1.1 **PROJECT DESCRIPTION:** The project includes the installation of approximately 8,215 linear feet of new 6" water lines, both to replace the existing asbestos-cement water line in the area and to replace undersized lines which cannot carry adequate flow for fire protection. The new pipe will be installed parallel as the existing lines, with some minor deviations as required by existing utilities and other site conditions. Water service will be restored to all properties currently serviced by the existing system.
- 2.1.2 Consult with the OWNER to determine the OWNER's requirements for the project and to discuss the possible phasing, coordination, approvals and other preliminary matters.
- 2.1.3 Coordinate and conduct an initial design coordination meeting with any other applicable parties as needed for the purpose of defining the project schedule, coordinate various plans and improvements and discuss pertinent matters related to the project and the location of the proposed project components.
- 2.1.4 Prepare the complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including design functions, surveying, and coordination for construction sequencing of the project as determined in an initial scoping meeting.
- 2.1.5 Review the design documents as described above with the OWNER for comments and approval throughout the design process.
- 2.1.6 Assist the OWNER in pursuing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. These include the North Carolina Department of Environmental Quality Public Water Supply Section Division of Water Infrastructure and the North Carolina Department of Environmental Quality Energy, Mineral and Land Resources Division.
- 2.1.7 Provide plans and specifications to assist the OWNER in pursuing encroachment agreements from public bodies necessary for satisfactory construction of the project.

- 2.1.8 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design within the initial scope of the project. Actual cost of investigations performed are to be paid separately by the Owner or shall be considered additional services.
- 2.1.9 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate based on the final design documents.
- 2.1.10 Furnish copies of the final design documents as required to accomplish the design phase.

2.2 BIDDING AND AWARD

Note: This Agreement is based on all work being included in one (1) single construction contract and one (1) bid period and bid opening. If multiple bid openings are required, the ENGINEER will be compensated as described in Section 3, Additional Services.

- 2.2.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.2 Coordinate public bid advertisement issuance. Actual publication costs to be paid separately by the OWNER.
- 2.2.3 Coordinate the distribution of bid documents to prospective bidders.
- 2.2.4 Conduct a pre-bid conference and prepare meeting minutes.
- 2.2.5 Respond to bidder questions and prepare and coordinate issuance of Addenda as required.
- 2.2.6 Consult with and advise the OWNER as to the acceptability of Contractors who submit bids and make recommendations as to the lowest responsive and responsible bidder.
- 2.2.7 Assist the OWNER in the preparation of the Notice of Award to the selected Contractor.
- 2.2.8 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.2.9 Schedule a preconstruction conference with the OWNER, Contractor, ENGINEER and other applicable parties.

2.3 CONSTRUCTION OBSERVATION AND ADMINISTRATION:

- 2.3.1 Provide periodic project observation to monitor the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations by an experienced and qualified professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and disapprove or reject any work failing to conform to the Contract Documents. This Agreement is based on an assumed construction time of 180 calendar days and further assumes that site visits will be made approximately three (3) days per week on average for the construction period. A total of five progress meetings are included based on the assumed construction period.
- 2.3.2 Coordinating construction materials testing, as required. Any materials testing fees will be paid directly by the Owner.
- 2.3.3 Prepare change orders as required and require special inspection or testing of the work if necessary.
- 2.3.4 Review for approval shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.3.5 Based on on-site observations by an experienced and qualified professional and on review of the Contractor applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.3.6 Conduct a final site visit with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled his obligations as appropriate thereunder so that the ENGINEER may recommend for approval to the OWNER final payment to each Contractor.
- 2.3.7 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished to the ENGINEER.

- 2.3.8 Prepare the Engineer's certification for completion of the project and submit the certification on behalf of the OWNER to the appropriate agencies.
- 2.3.9 Provide or make available to the OWNER appropriate project files and information to effect project closeout.

SECTION 3 - ADDITIONAL SERVICES

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

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, change orders, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing or assisting with funding applications and/or funding administration
- 3.4 Preparing additional engineering reports besides that described in this Agreement.
- 3.5 Providing bidding services related to multiple bidding periods and bid openings.
- 3.6 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work.
- 3.7 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.8 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.9 Payment of bid advertisement publication fees, permit application fees, or any other fees.
- 3.10 Design revisions needed to accommodate changes requested by the OWNER during easement acquisitions, or after design alignments have been previously agreed upon by the OWNER.
- 3.11 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for

in this Agreement.

- 3.12 Preparation of environmental assessment, environmental impact statements, archaeological or biological surveys, US Fish and Wildlife Service formal consultation, or any other environmental surveys or investigations not specifically described in the Basic Services.
- 3.13 Assisting the OWNER in pursuit of compliance with the construction work warranty period.
- 3.14 Geotechnical or subsurface investigations costs.
- 3.15 Assisting the OWNER with the OWNER Responsibilities described in Section 4 of this Agreement.
- 3.16 Material testing fees.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to his requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his/her disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his/her services under this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his/her services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Pay for all costs incident to obtaining bids or proposals from Contractors, including bid advertisement publication costs.
- 4.7 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him/her under the construction contract.
- 4.8 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.9 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.

- 4.10 Bear costs associated with permit application fees, and furnish approvals and permits from appropriate governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.12 Geotechnical or subsurface investigations costs; material testing fees.
- 4.13 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.14 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized if requested.
- 5.2 If the design or construction of the Project is delayed significantly for reasons, including costs of construction, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation. It is expressly understood by all parties to the Agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section 2 shown below. All fees are lump sum unless otherwise noted

Engineering Design/Permitting/Surveying (Section 2.1)	\$245,000
Bidding and Award Phase (Section 2.2):	\$ 12,000
Construction Observation and Administration (Sections 2.3):	\$166,500

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the ENGINEER'S most recent Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement. Payments are due within thirty (30) days of receipt of invoice.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty (60) days after receipt of the ENGINEER's invoice therefor, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.
- 6.4.4 The ENGINEER shall be entitled to adjust annually the Basic Fee Schedule utilized for ENGINEER's services.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 In the event the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) business days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) business days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

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

7.3 DISPUTE RESOLUTION

- 7.3.1 OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking

the procedures of paragraph 7.3.2 or other provisions of this Agreement, or exercising their rights of law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of paragraph 7.3.2 of this Agreement.

- 7.3.2 Mediation: OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation by a party mutually agreed to be both the OWNER and the ENGINEER. OWNER and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within calendar 120 days. If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution procedure of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.

7.4 ESTIMATES

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his/her estimates for cost for the Project provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him/her.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) direct the ENGINEER to modify the drawings and specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his/her services in accordance with this Agreement.

7.5 INSURANCE AND CLAIMS

- 7.5.1 The ENGINEER will secure and maintain such insurance as will protect him/her from claims under workmen's compensation acts, claims for damages

because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his/her employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect, and shall be in an amount not less than one million dollars (\$1,000,000).

7.6 SUCCESSORS AND ASSIGNS

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

7.7 SEVERABILITY AND WAIVER

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

7.8 GOVERNING LAW

The law of the State of North Carolina shall govern this Agreement and the legal relations of the parties.

7.9 ENTIRE AGREEMENT


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

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

ENGINEER: MCGILL ASSOCIATES, P.A.

(SEAL)

By:



Douglas Chapman, PE
Vice President/Regional Manager

OWNER: TOWN OF VALDESE

By:

Bo Weichel,
Interim Town Manager

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

Finance Officer

**EXHIBIT “A”
BASIC FEE SCHEDULE**

January 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$310			
Principal – Regional Manager – Director	\$260	\$270	\$290	\$300
Practice Area Lead	\$230	\$250	\$280	\$290
Senior Project Manager	\$230	\$250	\$275	\$285
Senior Engineer	\$230	\$250	\$275	\$285
Project Manager	\$205	\$215	\$230	\$240
Senior Project Engineer	\$205	\$215	\$230	\$240
Project Engineer	\$165	\$175	\$190	\$200
Engineering Associate	\$140	\$150	\$155	\$160
Planner- Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$125	\$140	\$150	\$160
CAD Operator – GIS Analyst	\$105	\$115	\$130	\$140
Construction Services Manager	\$180	\$190	\$200	\$215
Construction Administrator	\$140	\$155	\$165	\$180
Construction Field Representative	\$115	\$125	\$140	\$150
Project Administrator	\$105	\$125	\$130	\$145
Funding-Financial Service-Manager	\$215	\$225	\$235	\$245
Grant Administrator	\$135	\$150	\$160	\$170
Environmental Specialist	\$115	\$125	\$130	\$135
Administrative Assistant	\$90	\$100	\$110	\$125
Survey Party Chief	\$110	\$125	\$140	\$160
Survey Field Technician	\$95	\$100	\$105	\$110

EXPENSES

- a. Mileage - \$0.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$35/hr.
- d. Aquatic Surveying Equipment – Vessel \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

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

EXHIBIT "B"
CDBG CONTRACT PROVISIONS

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, 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, 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 recipient 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.

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

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.

Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, 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.

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of

Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Legal Remedies Provision and Termination Provision

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards Contracts. *other than small purchases shall contain provisions or conditions which will apply for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.*

- 1) Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards. *All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.*

Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Town of Valdese

AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Water Treatment Plant Filter Investigations and Rehabilitation

Meeting: April 7, 2025

Presenter: R.J. Mozelev, McGill Associates

ITEM OF INTEREST:

Water Treatment Plant Filter Investigations & Rehabilitation

BACKGROUND INFORMATION:

The Water Treatment Plant includes six (6) filters which remove suspended sediment and other constituents from the source water that is pumped from Lake Rhodhiss. The filters are the second step of the conventional treatment process and are a critical step in reaching the EPA regulations for drinking water standards.

The existing filters include dual media made up of anthracite and sand with a gravel base for support. The age of all media is only known to be at least 25 years old. Over time, the effectiveness of the filter media will be reduced due to normal wear. Lost effectiveness results in shorter run times between backwash cycles and therefore lower overall efficiency of treatment. The media in each of the six (6) filters is planned to be replaced with new mixed media in the upcoming WTP upgrades project funded by the Town's \$7.0M appropriation.

Each of the filters at the WTP also includes a surface wash system to help remove mud balls during backwash operations and that equipment has malfunctioned in several of the existing filters. The surface wash system in each of the six (6) filters is also planned to be replaced with new equipment in the upcoming WTP upgrades project.

This agenda item supports a corresponding budget amendment to perform investigative work to better identify the depths of existing media and also investigate the condition of the underdrains for each filter which could cause significant cost changes during construction. Finally, this item also would allow for the replacement of the surface wash system immediately, for up to two (2) complete filters, rather than waiting for the full WTP upgrade project. Spending this money now would not result in a waste of any new equipment as it could be re-used in the full upgrade project.

BUDGET IMPACT:

Increase expenditures from the water and sewer fund by up to \$115,000.

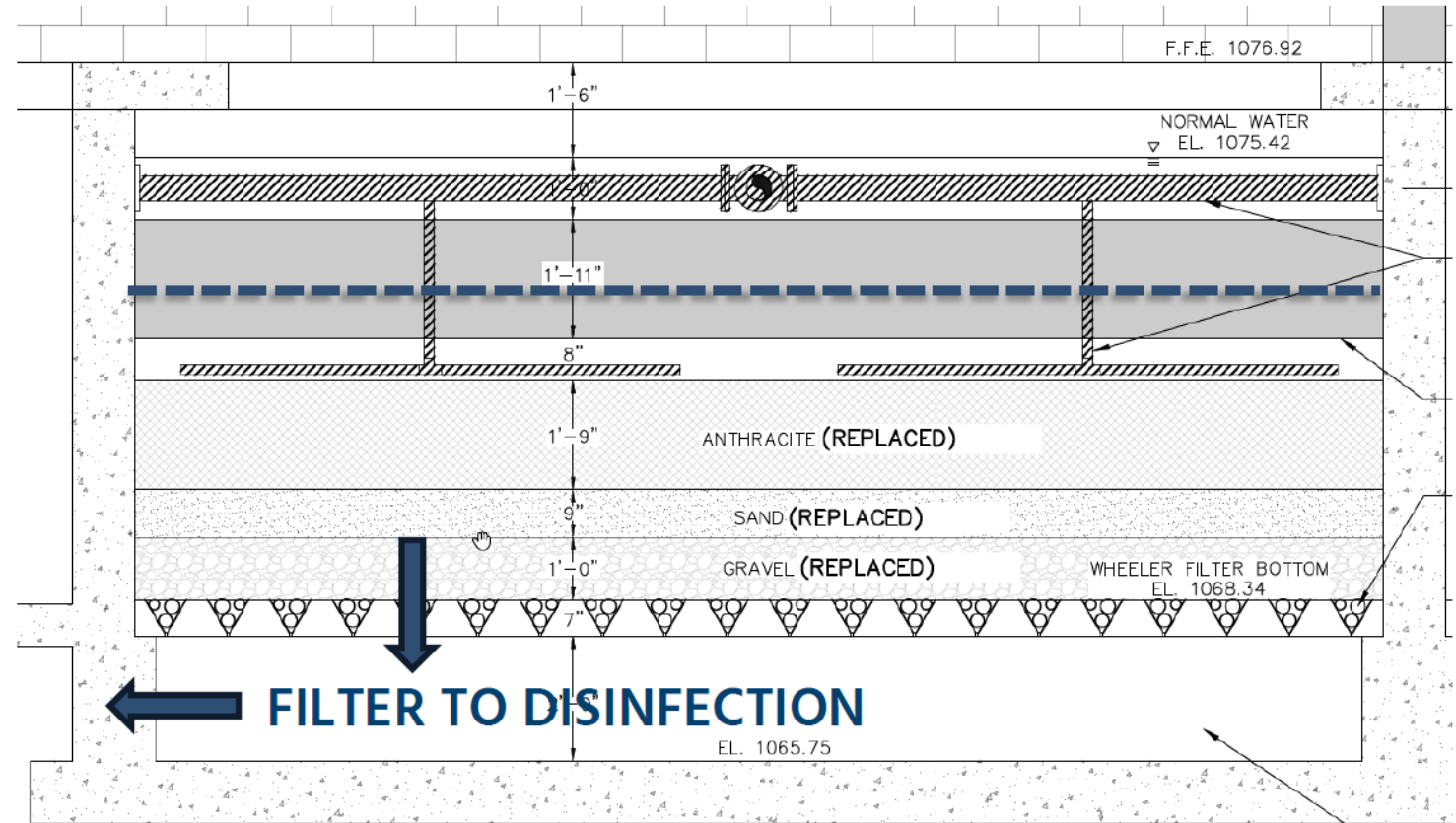
RECOMMENDATION / OPTIONS:

Adopt and approve the corresponding budget amendment to allocate these funds for the investigative and rehabilitation work.

LIST OF ATTACHMENTS:

Photos & Diagrams.

DUAL-MEDIA FILTER SECTION VIEW (EXAMPLE)





Ex. Drained Filter Basin
(Drained, & Unbalanced
Surface Wash)



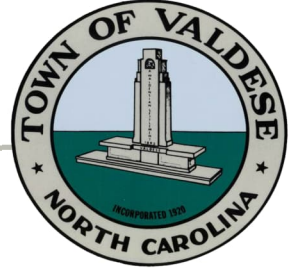
Ex. Underdrain
System



Filter
Backwash
Cycle

Town of Valdese

AGENDA MEMO



☐ Resolution
 ☒ Ordinance
 ☐ Contract
 ☐ Discussion
 ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Valdese Community Center - Pool Structure project

Meeting: April 7, 2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

Project to construct the pool dome structure and associated project tasks

BACKGROUND INFORMATION:

At the March 2025 meeting, Town Council voted to approve the contract with Yeadon Domes. Also approved was the site work with Moss-Marlow.

This project budget amendment accounts for these costs along with the ADA work, put-up cost, storage solution of the dome and structural components, and a small contingency amount.

Yeadon Dome contract

\$541,774

Yeadon labor

\$17,950

Houck contract (ADA work)

\$73,835

Moss-Marlow contract site work (demo, new concrete, anchors)

\$94,316

Storage building (metal pre-fab, concrete pad)

\$19,433

Contingency 2.5%

\$20,000

BUDGET IMPACT:

Transfer from General Fund \$767,308.

RECOMMENDATION / OPTIONS:

Recommend approval of project budget.

LIST OF ATTACHMENTS:

Capital Project Ordinance Amendment #1-31

Valdese Town Council Meeting

Monday, April 7, 2025

Capital Project Ordinance Amendment # 1-31

Subject: Pool Structure

Description: This amendment to the project budget is to account for the revenue and expenditure associated with installation and construction of a dome.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
31.3970.000	Transfer from General Fund		767,308
31.3970.001	NC Grant		
31.3970.002	Private Donor Grant Match		
31.3970.003	Capital Campaign		
Total		\$0	\$767,308

Amounts appropriated for capital projects are hereby amended as follows:

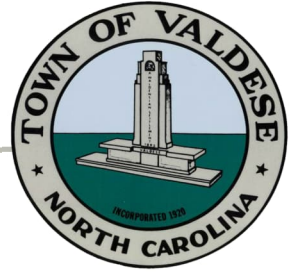
Account	Description	Increase/ Debit	Decrease/ Credit
31.6200.740	Construction	767,308	
Total		\$767,308	\$0

Section II:

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

Town of Valdese

AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Offer to Purchase

Meeting: April 7, 2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

Offer to purchase 341 Rodoret St N. (PIN: 2733968485)

BACKGROUND INFORMATION:

The Town has received an offer on a vacant parcel located at 341 Rodoret St N.
This parcel has no value or benefit to Town operations. It has been in the possession of the Town since 2009.

Acreage: 0.82

Appraised Land Value per Burke County GIS: \$7,697

The Town has been offered \$7,500 for this parcel. A deposit of 5% has been provided.

There are several steps to sell a Town owned property:

- 1) Adopt a RESOLUTION AUTHORIZING UPSET BID PROCESS
- 2) Advertise for 10 days
- 3) If no upset bids are received, the Town can then consider the sale through a RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

BUDGET IMPACT:

None.

RECOMMENDATION / OPTIONS:

Approve the RESOLUTION AUTHORIZING UPSET BID PROCESS

LIST OF ATTACHMENTS:

1. Offer Letter
2. GIS Map
3. Resolution Authorizing Upset Bid Process

March 5, 2025

Valdese Planning Department
Town of Valdese
102 Massel Av SW
Valdese, NC 28690

Re: Offer to Purchase - 341 Rodoret St N, Valdese

Ms. Young,

I am interested in purchasing the Town owned property located at 341 Rodoret St N (GIS PIN: 2733968485). I would like to offer \$7,500 for this property.

Please let me know if any additional steps or documentation are required to proceed with this request. I appreciate your time and consideration and look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron P. Berry", followed by a long, sweeping horizontal stroke.

Aaron Berry
(828) 455-3143

**RESOLUTION AUTHORIZING UPSET BID PROCESS ON
341 RODORET STREET N, VALDESE, NC**

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 341 Rodoret Street N, Valdese, North Carolina, PIN: 2733968485, REID: 12132;

WHEREAS, pursuant to N.C. Gen. Stat. §160A-269 a city or town may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bid. When the offer is made and council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall re-advertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers;

WHEREAS, on March 5, 2025, Aaron Berry offered to purchase the Property from the Town for seven thousand five hundred and 00/100 Dollars (\$7,500.00) and deposited three hundred seventy-five and 00/100 Dollars (\$375.00), or five percent (5%) of his bid, with the Town Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Town Council authorizes sale of the Property through the upset bid procedure of N.C. Gen. Stat. §160A-269. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the Property, the amount and terms of the offer, and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

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

3. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

4. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

5. The terms of the final sale are that:

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

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

THIS RESOLUTION IS ADOPTED this _____ day of _____, 2025.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

[SEAL]

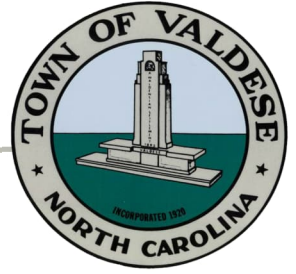
ATTEST:

By: _____
Charles Watts, Mayor

Jessica Lail, Town Clerk

Town of Valdese

AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Offer to Purchase

Meeting: April 7, 2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

Offer to purchase 800 Pineburr Ave SE (PIN: 2743136398)

BACKGROUND INFORMATION:

The Town has received an offer on a vacant parcel located at 800 Pineburr Ave SE
This parcel has no value or benefit to Town operations. It has been in the possession of the Town since 2023.

Acreage: 14.91

Appraised Land Value per Burke County GIS: \$134,490

The Town has been offered \$134,490 for this parcel. A deposit of 5% has been provided.

There are several steps to sell a Town owned property:

- 1) Adopt a RESOLUTION AUTHORIZING UPSET BID PROCESS
- 2) Advertise for 10 days
- 3) If no upset bids are received, the Town can then consider the sale through a RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

BUDGET IMPACT:

None.

RECOMMENDATION / OPTIONS:

Approve the RESOLUTION AUTHORIZING UPSET BID PROCESS

LIST OF ATTACHMENTS:

1. Offer Contract
2. GIS Map
3. Resolution Authorizing Upset Bid Process



NC REALTORS®
Commercial Forms

AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

East McDowell Street Properties, LLC

a(n) LLC ("Buyer"), and
(individual or State of formation and type of entity)

Town of Valdese

a(n) Incorporated Town ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 800 Pineburr Avenue, SE

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
at Page(s) _____, _____ County, consisting of _____ acres.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: **REID: 65564 PIN: 2743136398** ;
and, (ii) some or all of the Property, consisting of approximately 14.91 acres acres, is described in Deed Book
2681, Page No. 919, Burke County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$ 134,490.00

(b) **"Purchase Price"** shall mean the sum of One Hundred Thirty-Four Thousand, Four Hundred Ninety Dollars,

or, if this box is checked ☐, Purchase Price shall mean the sum of \$ _____ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

\$ 6,724.50

(i) **"Earnest Money"** shall mean Six Thousand, Seven Hundred Twenty-Four 50/100 Dollars or terms as follows: _____

The Earnest Money shall be deposited in escrow with _____

Page 1 of 9



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Revised 7/2023
© 7/2024

Buyer Initials JBH KZ Seller Initials _____

Town of Valdese Clerk (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)**

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

☒ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ _____ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars

being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 127,765.50 (iii) **Cash**, balance of Purchase Price, at Closing in the amount of One Hundred Twenty-Seven Thousand, Seven Hundred Sixty-Five 50/100 Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or **within 20 days following conclusion of examination time**

Page 2 of 9

Buyer Initials PAH K3 Seller Initials _____

STANDARD FORM 580L-T
Revised 7/2023
© 7/2024

- (d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on

120 days

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean:

Broadpoint Real Estate Group ("Listing Agency"),
Thomas L Johnson ("Listing Agent" - License # **88306**)
 Acting as: ☒ Seller's Agent; ☐ Dual Agent
 and **Broadpoint Real Estate Group** ("Selling Agency"),
Thomas L Johnson ("Selling Agent" - License # **88306**)
 Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

Town of Valdese, PO Box 339, Valdese, NC 28690

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

301-B South Green Street, Morganton, NC 28655

e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

- ☒ (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), lcascs, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, and/or **Exhibit C**, as applicable, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Page 3 of 9

Buyer Initials BEH /ch Seller Initials _____

STANDARD FORM 580L-T

Revised 7/2023

© 7/2024

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☐ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☐ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and

surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**; Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to:

Buyer Initials BH/KR Seller Initials _____

Page 5 of 9

STANDARD FORM 580L-T
Revised 7/2023
© 7/2024

those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Page 7 of 9

Buyer Initials BEH KB Seller Initials _____

STANDARD FORM 580L-T
Revised 7/2023
© 7/2024

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date: 3-8-25 3-5-25

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Buyer Initials BEH KB Seller Initials _____

Page 8 of 9

STANDARD FORM 580L-T
Revised 7/2023
© 7/2024

Business EntityEast McDowell Street Properties, LLC

(Name of Entity)

By: [Signature]Name: Brad RutledgeTitle: PartnerDate: 3-5-25[Signature]Name: Ken BrownTitle: PartnerDate: 3-5-25**Business Entity**

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Town of Valdese

(Name of Escrow Agent)

Date: _____

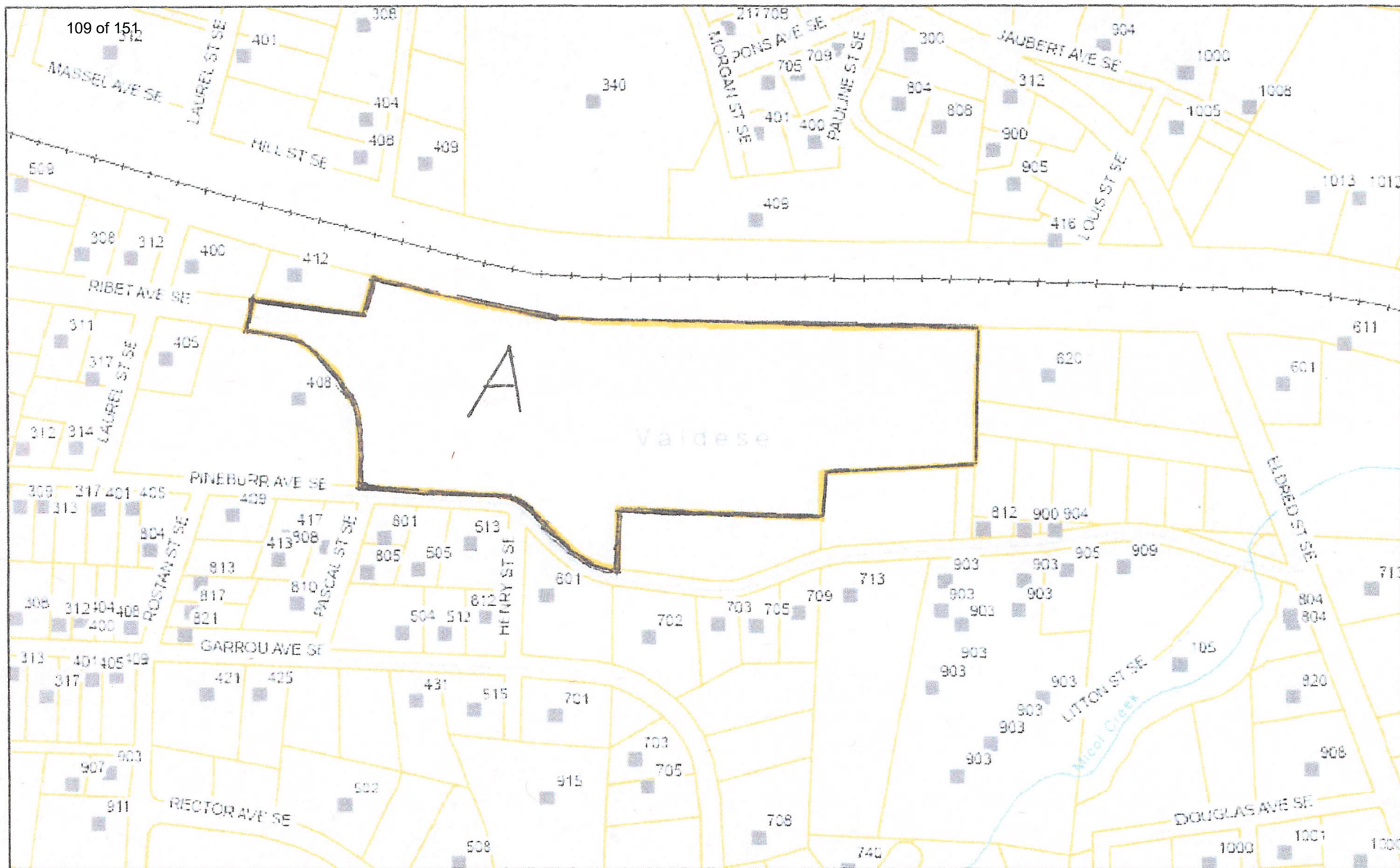
By: Jessica Lail, Town Clerk

Escrow Agent's contact/notice information is as follows:

828-879-2117,

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.



April 26, 2024

Burke County, NC

Owner: TOWN OF VALDESE
PO BOX 339

VALDESE, NC 28690

Property Address: 800 PINEBURR AVE SE
VALDESE 28690
PROPERTY_DESC

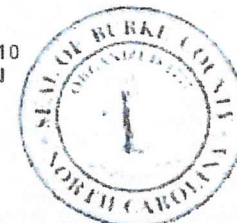
PIN: 2743136398
PIN EXT: 000
REID: 65564

Property Value: \$0
Acreage: 14.91
Deed Book: 002681
Deed Page: 00919
Deed Date: 5/2/2023 11:19:32 AM

0 305 610
Feet

1:3,895

1 inch = 325 feet



Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

Exhibit B

This exhibit is to be drawn by a licensed attorney with the intent to say, this offer to purchase is contingent upon approval of the Special Use Permit to allow for a Planned Unit Development on the property.

_____buyer

_____buyer

_____seller

**RESOLUTION AUTHORIZING UPSET BID PROCESS ON
800 PINEBURR AVE SE, VALDESE, NC**

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 800 Pineburr Ave SE, Valdese, North Carolina, PIN: 2743136398, REID: 65564;

WHEREAS, pursuant to N.C. Gen. Stat. §160A-269 a city or town may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bid. When the offer is made and council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall re-advertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers;

WHEREAS, on March 6, 2025, East McDowell Street Properties, LLC offered to purchase the Property from the Town for one hundred thirty-four thousand four hundred ninety and 00/100 Dollars (\$134,490.00.00) and deposited six thousand seven hundred twenty-four and 50/100 Dollars (\$6,724.50), or five percent (5%) of its bid, with the Town Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Town Council authorizes sale of the Property through the upset bid procedure of N.C. Gen. Stat. §160A-269. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the Property, the amount and terms of the offer, and a notice that within ten (10) days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.

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

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

offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

4. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

5. The terms of the final sale are that:

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

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

THIS RESOLUTION IS ADOPTED this _____ day of _____, 2025.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

[SEAL]

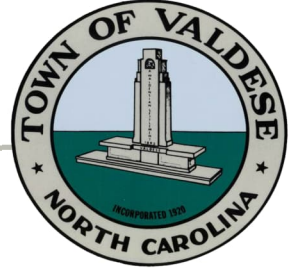
ATTEST:

By: _____
Charles Watts, Mayor

Jessica Lail, Town Clerk

Town of Valdese

COUNCIL MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: FY 24-25 Year to Date Financials

Meeting: 4/7/2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

Updated financial standing of the General Fund and Utility Fund July-February 67% of the budget year.

BACKGROUND INFORMATION:

GENERAL:

Total expenditures = 67%

Total revenues = 79% (compared to 60.59% prior year)

Items to note:

- Ad Valorem Tax revenue 97.94%. \$46k still remaining to collect
- Sales tax revenue 68.20% - on track with budget estimate

UTILITY:

Total expenditures = 51%. This will increase next month from capital projects coming due.

Total revenues = 64%

BUDGET IMPACT:

None

RECOMMENDATION / OPTIONS:

None

LIST OF ATTACHMENTS:

1. Revenue and Expenditures report through February 2025 (67%)
2. TR-401E Net Collections Report FEB 2025
3. TR-401E Net Collections Report FISCAL YEAR 2024-25

TOWN OF VALDESE
Revenue Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
2015 AD VALOREM TAXES	10-3010-151	0.00	160.65	160.65	-160.65	0.00
2018 AD VALOREM TAXES	10-3010-181	0.00	1,445.42	1,445.42	-1,445.42	0.00
2019 AD VALOREM TAXES	10-3010-191	0.00	233.46	233.46	-233.46	0.00
2020 AD VALOREM TAXES	10-3010-201	5,000.00	497.48	497.48	4,502.52	9.95
2021 AD VALOREM TAXES	10-3010-211	6,500.00	898.90	898.90	5,601.10	13.82
2022 AD VALOREM TAXES	10-3010-221	12,000.00	3,038.55	3,038.55	8,961.45	25.32
2023 AD VALOREM TAXES	10-3010-231	20,000.00	13,934.74	13,934.74	6,065.26	69.67
2024 AD VALOREM TAXES	10-3010-241	2,234,454.00	2,188,551.41	2,188,551.41	45,902.59	97.94
MOTOR VEHICLE TAXES	10-3100-000	222,000.00	149,832.05	149,832.05	72,167.95	67.49
TAX REFUNDS	10-3120-001	-7,885.00	0.00	0.00	-0.75	99.99
TAX PENALTY & INTEREST	10-3170-000	10,000.00	4,518.57	4,518.57	5,481.43	45.18
OCCUPANCY TAX	10-3200-000	95,000.00	58,106.31	58,106.31	36,893.69	61.16
INTEREST EARNED ON INVESTMENT	10-3290-000	243,000.00	514,245.41	514,245.41	-271,245.41	211.62
RENTS	10-3310-000	74,400.00	50,220.02	50,220.02	24,179.98	67.50
ABC STORE	10-3330-000	133,000.00	111,788.53	111,788.53	21,211.47	84.05
OTHER	10-3350-030	-38,350.00	-37,935.19	-37,935.19	-414.81	98.91
UTILITY FRANCHISE TAX	10-3370-000	440,000.00	246,743.78	246,743.78	193,256.22	56.07
ALCOHOL/BEVERAGE TAX	10-3410-000	19,500.00	0.00	0.00	19,500.00	0.00
POWELL BILL ST ALLOCATION	10-3430-000	166,300.00	201,178.51	201,178.51	-34,878.51	120.97
UNRESTRICTED SALES TAX	10-3450-010	1,879,492.00	1,281,948.15	1,281,948.15	597,543.85	68.20
JAIL FEES	10-3580-000	500.00	577.68	577.68	-77.68	115.53
REFUSE COLLECTION FEES	10-3590-000	210,000.00	141,471.35	141,471.35	68,528.65	67.36
RECYCLE FEES	10-3590-010	86,000.00	58,146.60	58,146.60	27,853.40	67.61
SOLID WASTE DISPOSAL TX	10-3590-020	3,800.00	2,861.28	2,861.28	938.72	75.29
CEMETERY REVENUES	10-3610-000	5,000.00	1,600.00	1,600.00	3,400.00	32.00
SALES TAX CERTIFICATION REFUN	10-3670-000	5,000.00	2,253.40	2,253.40	2,746.60	45.06
SALE OF FIXED ASSETS	10-3830-000	0.00	180.00	180.00	-180.00	0.00
FINES	10-3930-002	0.00	75.00	75.00	-75.00	0.00
HOUSING AUTHORITY	10-3970-020	20,000.00	28,205.00	28,205.00	-8,205.00	141.02
PARAMOUNT FORD	10-3970-021	1,910.00	1,517.29	1,517.29	392.71	79.43
XTREME MACHINES	10-3970-022	809.00	533.06	533.06	275.94	65.89
ORS FACILITY RENTALS	10-3970-025	22,075.00	9,373.00	9,373.00	12,702.00	42.46

TOWN OF VALDESE
Revenue Statement
 Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
ORS AUDITORIUM & TICKET SALES	10-3970-026	58,000.00	27,175.00	27,175.00	30,825.00	46.85
ORS LEASES	10-3970-027	25,492.00	22,597.00	22,597.00	2,895.00	88.64
C.A. TOURS	10-3970-028	1,000.00	0.00	0.00	1,000.00	0.00
YOUTH SPORTS REGISTRATION FEE	10-3970-029	14,500.00	16,714.23	16,714.23	-2,214.23	115.27
COMMUNITY CENTER MEMBERSHIPS	10-3970-030	153,500.00	73,671.67	73,671.67	79,828.33	47.99
COMMUNITY CENTER CONCESSIONS	10-3970-031	44,000.00	30,949.96	30,949.96	13,050.04	70.34
SUMMER SWIM TEAM	10-3970-032	4,500.00	210.00	210.00	4,290.00	4.66
BOWLING	10-3970-033	55,000.00	34,307.80	34,307.80	20,692.20	62.37
VENDING	10-3970-034	1,200.00	520.00	520.00	680.00	43.33
RECREATION CREDIT CARD FEES	10-3970-035	3,000.00	1,909.48	1,909.48	1,090.52	63.64
WALDENSIAN FOOTRACE	10-3970-036	4,000.00	3,683.96	3,683.96	316.04	92.09
MCGALLIARD FALLS CONCESSIONS	10-3970-038	4,000.00	342.25	342.25	3,657.75	8.55
RECREATION MISC REV & PARK RE	10-3970-039	32,000.00	23,116.00	23,116.00	8,884.00	72.23
ORS FACILITY FEES	10-3970-126	2,000.00	1,152.89	1,152.89	847.11	57.64
TEACHERS COTTAGE RENTALS	10-3970-127	8,000.00	4,628.00	4,628.00	3,372.00	57.85
MERCHANDISE SALES	10-3970-128	2,000.00	0.00	0.00	2,000.00	0.00
C.A. CONCESSIONS	10-3970-129	3,000.00	1,242.50	1,242.50	1,757.50	41.41
PRO RATA	10-3970-300	1,100,000.00	733,333.28	733,333.28	366,666.72	66.66
CAPITAL PROJECTS	10-3970-302	221,000.00	221,000.00	221,000.00	0.00	100.00
FESTIVAL	10-3970-920	20,000.00	7,415.00	7,415.00	12,585.00	37.07
FUND BALANCE APPROPRIATED	10-3990-000	273,277.39	19,060.77	19,060.77	254,216.62	6.97
TOTAL FUND REVENUE:		7,898,974.39	6,259,230.20	6,259,230.20	1,647,628.44	79.24

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4100) GOVERNING BODY							
SALARIES & WAGES	10-4100-020	28,750.00	7,050.00	7,050.00	0.00	21,700.00	24.52
FICA TAX PAYABLE	10-4100-050	2,199.00	485.78	485.78	0.00	1,713.22	22.09
GROUP INSURANCE PAYABL	10-4100-060	25,388.00	9,000.62	9,000.62	0.00	16,387.38	35.45
TRAVEL EXPENSE	10-4100-140	2,500.00	350.00	350.00	40.00	2,110.00	15.60
DEPT SUPPLIES	10-4100-330	100.00	92.92	92.92	0.00	7.08	92.92
MISCELLANEOUS	10-4100-570	500.00	0.00	0.00	0.00	500.00	0.00
TOTAL DEPT: (4100) GOVERNING BODY		59,437.00	16,979.32	16,979.32	40.00	42,417.68	28.63

03/13/25 117 of 151 Fiscal Year: 2025
10:53:25 Fiscal Month Range:1-8
(D)

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Selected Department Page 2
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4200) ADMINISTRATION							
SALARIES & WAGES	10-4200-020	432,672.00	253,094.04	253,094.04	589.00	178,988.96	58.63
PART TIME PAY	10-4200-022	18,800.00	5,724.00	5,724.00	0.00	13,076.00	30.44
PROFESSIONAL SERVICES	10-4200-040	162,916.00	55,961.08	55,961.08	25,000.00	81,954.92	49.69
HEALTH REIMBURSEMENT (10-4200-041	60,000.00	30,149.14	30,149.14	0.00	29,850.86	50.24
FICA TAX PAYABLE	10-4200-050	36,962.00	19,414.84	19,414.84	45.00	17,502.16	52.64
GROUP INSURANCE PAYABL	10-4200-060	48,775.00	26,129.95	26,129.95	0.00	22,645.05	53.57
RETIREMENT EXPENSE	10-4200-070	62,617.00	31,247.10	31,247.10	85.00	31,284.90	50.03
UNEMPLOYMENT CHARGES	10-4200-080	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
TELEPHONE	10-4200-110	24,350.00	13,523.41	13,523.41	0.00	10,826.59	55.53
POSTAGE	10-4200-111	4,000.00	1,506.75	1,506.75	0.00	2,493.25	37.66
PRINTING EXPENSE	10-4200-120	3,100.00	1,452.06	1,452.06	0.00	1,647.94	46.84
UTILITY EXPENSE - ELEC	10-4200-130	10,500.00	7,217.51	7,217.51	0.00	3,282.49	68.73
TRAVEL EXPENSE	10-4200-140	11,010.00	642.87	642.87	210.49	10,156.64	7.75
MAINT & REPAIR BLDG &	10-4200-150	17,045.00	8,449.00	8,449.00	1,517.00	7,079.00	58.46
MAINT & REPAIR - EQUIP	10-4200-160	4,600.00	1,226.39	1,226.39	0.00	3,373.61	26.66
MAINT & REPAIR - AUTO	10-4200-170	250.00	0.00	0.00	0.00	250.00	0.00
ADVERTISING	10-4200-260	2,850.00	1,389.42	1,389.42	0.00	1,460.58	48.75
AUTO SUPPLIES GAS	10-4200-311	1,000.00	75.85	75.85	0.00	924.15	7.58
AUTO SUPPLIES OIL	10-4200-314	50.00	0.00	0.00	0.00	50.00	0.00
DEPT SUPPLIES & MATL	10-4200-330	15,100.00	5,653.59	5,653.59	178.53	9,267.88	38.62
CONTRACTED SERVICES	10-4200-450	38,820.00	24,883.58	24,883.58	0.00	13,936.42	64.10
IT	10-4200-490	77,830.00	46,474.84	46,474.84	0.00	31,355.16	59.71
DUES & SUBSCRIPTIONS	10-4200-530	29,801.00	17,045.99	17,045.99	8,110.00	4,645.01	84.41
INSURANCE & BONDS	10-4200-540	161,188.72	140,741.16	140,741.16	0.00	20,447.56	87.31
MISC EXPENSE	10-4200-570	10,350.00	3,505.12	3,505.12	0.00	6,844.88	33.86
CAPITAL OUTLAY	10-4200-740	29,641.28	5,591.28	5,591.28	0.00	24,050.00	18.86
BURKE COUNTY LIBRARY	10-4200-930	40,000.00	20,000.00	20,000.00	0.00	20,000.00	50.00
DEBT SERVICE	10-4200-962	88,878.00	88,878.00	88,878.00	0.00	0.00	100.00
CONTINGENCY	10-4200-990	18,000.00	0.00	0.00	18,000.00	0.00	100.00
TOTAL DEPT: (4200) ADMINISTRATION		1,414,106.00	812,976.97	812,976.97	53,735.02	547,394.01	61.29

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
---------------------	------------	------------------	-------------------------	-----------------------------	-----------------------------	-------------------------	------------

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4250) PUBLIC WORKS ADMINISTRATION							
SALARIES & WAGES	10-4250-020	98,202.00	67,973.20	67,973.20	0.00	30,228.80	69.21
OVER TIME PAY	10-4250-021	2,304.00	846.41	846.41	571.00	886.59	61.52
PRFESSIONAL SERVICES	10-4250-040	550.00	300.00	300.00	0.00	250.00	54.54
FICA TAX PAYABLE	10-4250-050	7,593.00	5,001.76	5,001.76	44.00	2,547.24	66.45
GROUP INSURANCE PAYABL	10-4250-060	18,730.00	12,936.78	12,936.78	0.00	5,793.22	69.07
RETIREMENT PAYABLE	10-4250-070	13,563.00	9,302.48	9,302.48	83.00	4,177.52	69.19
PRINTING EXPENSE	10-4250-120	500.00	0.00	0.00	0.00	500.00	0.00
UTILITY EXPENSE ELECT	10-4250-130	7,560.00	5,962.41	5,962.41	0.00	1,597.59	78.86
UTILITY EXPENSE GAS	10-4250-131	3,150.00	1,640.31	1,640.31	0.00	1,509.69	52.07
TRAINING & TRAVEL	10-4250-140	2,500.00	144.49	144.49	0.00	2,355.51	5.78
MAINT & REPAIR BLDGS &	10-4250-150	16,000.00	10,929.50	10,929.50	0.00	5,070.50	68.30
MAINT & REPAIR EQUIP	10-4250-160	4,000.00	446.05	446.05	0.00	3,553.95	11.15
MAINT & REPAIR AUTO	10-4250-170	1,500.00	0.00	0.00	0.00	1,500.00	0.00
AUTO SUPPLIES GAS	10-4250-311	5,500.00	1,815.14	1,815.14	0.00	3,684.86	33.00
AUTO SUPPLIES TIRES	10-4250-313	1,420.00	0.00	0.00	0.00	1,420.00	0.00
AUTO SUPPLIES OIL	10-4250-314	184.00	115.83	115.83	0.00	68.17	62.95
DEPT SUPPLIES & MATERI	10-4250-330	22,950.00	7,325.90	7,325.90	0.00	15,624.10	31.92
CHEMICALS	10-4250-332	500.00	0.00	0.00	0.00	500.00	0.00
UNIFORMS	10-4250-360	1,580.00	1,316.27	1,316.27	0.00	263.73	83.30
CONTRACTED SERVICES	10-4250-450	10,016.00	6,679.00	6,679.00	0.00	3,337.00	66.68
DUES & SUBSCRIPTIONS	10-4250-530	2,325.00	1,000.00	1,000.00	0.00	1,325.00	43.01
CAPITAL OUTLAY	10-4250-740	87,662.00	75,050.00	75,050.00	0.00	12,612.00	85.61
TOTAL DEPT: (4250) PUBLIC WORKS ADMINISTRATION		308,289.00	208,785.53	208,785.53	698.00	98,805.47	67.95

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4350) MAINTENANCE & GROUNDS DEPARTMENT							
SALARIES & WAGES	10-4350-020	152,035.00	98,169.42	98,169.42	0.00	53,865.58	64.57
OVER TIME PAY	10-4350-021	8,505.00	4,717.04	4,717.04	1,507.00	2,280.96	73.18
PART TIME PAY	10-4350-022	22,227.00	16,922.00	16,922.00	572.00	4,733.00	78.70
FICA TAX PAYABLE	10-4350-050	13,439.00	8,911.21	8,911.21	159.00	4,368.79	67.49
GROUP INSURANCE	10-4350-060	37,244.00	19,801.73	19,801.73	0.00	17,442.27	53.16
RETIREMENT	10-4350-070	22,511.00	13,538.64	13,538.64	218.00	8,754.36	61.11
TRAVEL	10-4350-140	400.00	286.19	286.19	0.00	113.81	71.54
MAINT & REPAIR BLDGS &	10-4350-150	15,866.00	6,135.35	6,135.35	0.00	9,730.65	38.67
MAINT & REPAIR EQUIP	10-4350-160	3,480.00	932.81	932.81	0.00	2,547.19	26.80
MAINT & REPAIR AUTO	10-4350-170	1,500.00	463.85	463.85	0.00	1,036.15	30.92
AUTO SUPPLIES - GAS	10-4350-311	6,500.00	3,081.30	3,081.30	0.00	3,418.70	47.40
AUTO SUPPLIES DIESEL	10-4350-312	928.00	296.13	296.13	0.00	631.87	31.91
AUTO SUPPLIES - TIRES	10-4350-313	1,350.00	852.44	852.44	10.00	487.56	63.88
AUTO SUPPLIES - OIL	10-4350-314	566.00	126.97	126.97	0.00	439.03	22.43
DEPT SUPPLIES & MATERI	10-4350-330	4,250.00	472.81	472.81	0.00	3,777.19	11.12
CHEMICALS	10-4350-332	2,500.00	0.00	0.00	0.00	2,500.00	0.00
UNIFORMS	10-4350-360	2,400.00	1,374.51	1,374.51	0.00	1,025.49	57.27
CONTRACT SERVICES	10-4350-450	500.00	202.81	202.81	0.00	297.19	40.56
CONT SERVICES - HELPIN	10-4350-451	0.00	0.00	0.00	0.00	0.00	0.00
MISC EXPENSE	10-4350-570	2,500.00	1,514.49	1,514.49	0.00	985.51	60.58
CAPITAL OUTLAY	10-4350-740	3,000.00	1,206.13	1,206.13	0.00	1,793.87	40.20
ARBOR BEAUTIFICATION	10-4350-927	10,800.00	1,034.19	1,034.19	0.00	9,765.81	9.57
TOTAL DEPT: (4350) MAINTENANCE & GROUNDS DEPARTMEN		312,501.00	180,040.02	180,040.02	2,466.00	129,994.98	58.40

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4900) PLANNING DEPARTMENT							
PART TIME PAY	10-4900-022	41,900.00	26,098.93	26,098.93	0.00	15,801.07	62.28
PROFESSIONAL SERVICES	10-4900-040	7,000.00	318.00	318.00	0.00	6,682.00	4.54
FICA TAX EXPENSE	10-4900-050	3,205.00	1,231.86	1,231.86	0.00	1,973.14	38.43
GROUP INSURANCE EXPENS	10-4900-060	9,155.00	0.00	0.00	0.00	9,155.00	0.00
TRAVEL EXPENSE	10-4900-140	500.00	0.00	0.00	0.00	500.00	0.00
MAINT & REPAIR EQUIP	10-4900-160	3,500.00	0.00	0.00	0.00	3,500.00	0.00
ADVERTISING	10-4900-260	1,125.00	186.64	186.64	0.00	938.36	16.59
DEPT SUPPLIES & MATL	10-4900-330	700.00	15.00	15.00	0.00	685.00	2.14
CONTRACTED SERVICES	10-4900-450	3,000.00	0.00	0.00	0.00	3,000.00	0.00
ABATEMENTS	10-4900-451	7,000.00	509.75	509.75	0.00	6,490.25	7.28
DUES & SUBSCRIPTIONS	10-4900-530	344.00	0.00	0.00	0.00	344.00	0.00
MISC EXPENSE	10-4900-570	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CAPITAL OUTLAY	10-4900-740	29,895.00	20,965.11	20,965.11	8,929.89	0.00	100.00
TOTAL DEPT: (4900) PLANNING DEPARTMENT		108,324.00	49,325.29	49,325.29	8,929.89	50,068.82	53.77

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (5100) POLICE DEPARTMENT							
SALARIES & WAGES	10-5100-020	745,532.00	536,489.99	536,489.99	0.00	209,042.01	71.96
OVER TIME PAY	10-5100-021	20,762.00	12,807.98	12,807.98	4,138.00	3,816.02	81.62
PART TIME PAY	10-5100-022	10,989.00	4,643.75	4,643.75	429.00	5,916.25	46.16
EXTRA DUTY HOURS	10-5100-024	38,386.00	20,603.61	20,603.61	0.00	17,782.39	53.67
PROFESSIONAL SERVICES	10-5100-040	1,800.00	1,168.84	1,168.84	0.00	631.16	64.93
FICA TAX EXPENSE	10-5100-050	61,220.00	42,022.13	42,022.13	351.00	18,846.87	69.21
GROUP INSURANCE EXPENS	10-5100-060	138,482.00	96,404.38	96,404.38	0.00	42,077.62	69.61
DEFERRED COMP 401K	10-5100-065	36,284.00	25,416.45	25,416.45	195.00	10,672.55	70.58
RETIREMENT EXPENSE	10-5100-070	115,116.00	81,294.65	81,294.65	653.00	33,168.35	71.18
TELEPHONE	10-5100-110	6,471.00	3,743.16	3,743.16	0.00	2,727.84	57.84
POSTAGE	10-5100-111	1,825.00	1,094.80	1,094.80	0.00	730.20	59.98
PRINTING EXPENSE	10-5100-120	500.00	0.00	0.00	0.00	500.00	0.00
ELECTRIC	10-5100-130	1,200.00	503.26	503.26	0.00	696.74	41.93
NATURAL GAS	10-5100-131	200.00	23.30	23.30	0.00	176.70	11.65
TRAINING & TRAVEL	10-5100-140	8,400.00	1,112.56	1,112.56	0.00	7,287.44	13.24
MAINT & REPAIR BLDG &	10-5100-150	1,288.00	538.74	538.74	0.00	749.26	41.82
MAINT & REPAIR EQUIP	10-5100-160	4,517.00	365.42	365.42	0.00	4,151.58	8.09
MAINT & REPAIR AUTO	10-5100-170	18,810.63	17,245.06	17,245.06	420.29	1,145.28	93.91
AUTO SUPPLIES GAS	10-5100-311	45,000.00	20,439.23	20,439.23	0.00	24,560.77	45.42
AUTO SUPPLIES TIRES	10-5100-313	4,864.37	2,048.93	2,048.93	0.00	2,815.44	42.12
AUTO SUPPLIES OIL	10-5100-314	2,000.00	1,869.71	1,869.71	0.00	130.29	93.48
DEPT SUPPLIES & MATL	10-5100-330	21,600.00	5,342.12	5,342.12	0.00	16,257.88	24.73
UNIFORMS	10-5100-360	16,940.00	9,228.84	9,228.84	0.00	7,711.16	54.48
CONTRACTED SEVICES	10-5100-450	19,198.00	8,477.48	8,477.48	1,850.00	8,870.52	53.79
IT	10-5100-490	11,634.00	7,185.71	7,185.71	0.00	4,448.29	61.76
DUES & SUBSCRIPTIONS	10-5100-530	224.00	0.00	0.00	0.00	224.00	0.00
INSURANCE & BONDS	10-5100-540	2,065.00	2,065.00	2,065.00	0.00	0.00	100.00
CAPITAL OUTLAY	10-5100-740	56,203.00	42,255.78	42,255.78	0.00	13,947.22	75.18
DEBT SERVICE - CARS	10-5100-910	18,471.00	18,470.13	18,470.13	0.00	0.87	99.99
TOTAL DEPT: (5100) POLICE DEPARTMENT		1,409,982.00	962,861.01	962,861.01	8,036.29	439,084.70	68.85

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
---------------------	------------	------------------	-------------------------	-----------------------------	-----------------------------	-------------------------	------------

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (5300) FIRE DEPARTMENT							
SALARIES & WAGES	10-5300-020	365,105.00	229,676.06	229,676.06	0.00	135,428.94	62.90
OVER TIME PAY	10-5300-021	6,195.00	5,412.91	5,412.91	2,720.00	-1,937.91	131.28
PART TIME PAY	10-5300-022	65,875.00	22,589.00	22,589.00	0.00	43,286.00	34.29
EXTRA DUTY HOURS	10-5300-024	41,400.00	37,546.55	37,546.55	0.00	3,853.45	90.69
PROFESSIONAL SERVICES	10-5300-040	6,980.00	270.00	270.00	0.00	6,710.00	3.86
FICA TAX EXPENSE	10-5300-050	36,722.00	22,695.46	22,695.46	209.00	13,817.54	62.37
GROUP INSURANCE EXPENS	10-5300-060	86,534.00	56,734.22	56,734.22	0.00	29,799.78	65.56
RETIREMENT EXPENSE	10-5300-070	56,592.00	37,063.73	37,063.73	392.00	19,136.27	66.18
TELEPHONE	10-5300-110	1,080.00	465.50	465.50	0.00	614.50	43.10
POSTAGE	10-5300-111	200.00	21.40	21.40	0.00	178.60	10.70
PRINTING EXPENSE	10-5300-120	500.00	17.60	17.60	0.00	482.40	3.52
UTILITIES EXPENSE ELEC	10-5300-130	15,840.00	11,276.14	11,276.14	0.00	4,563.86	71.18
UTILITIES EXPENSE GAS	10-5300-131	5,005.00	1,783.37	1,783.37	0.00	3,221.63	35.63
TRAINING & TRAVEL	10-5300-140	19,320.00	7,671.00	7,671.00	0.00	11,649.00	39.70
MAINT & REPAIR BLDGS &	10-5300-150	9,350.00	2,911.09	2,911.09	0.00	6,438.91	31.13
MAINT & REPAIR EQUIP	10-5300-160	12,210.00	8,767.20	8,767.20	0.00	3,442.80	71.80
MAINT & REPAIR AUTO	10-5300-170	29,116.00	18,276.78	18,276.78	0.00	10,839.22	62.77
AUTO SUPPLIES GAS	10-5300-311	2,530.00	1,181.81	1,181.81	0.00	1,348.19	46.71
AUTO SUPPLIES DIESEL	10-5300-312	10,350.00	5,991.91	5,991.91	0.00	4,358.09	57.89
AUTO SUPPLIES TIRES	10-5300-313	594.00	594.00	594.00	0.00	0.00	100.00
AUTO SUPPLIES OIL	10-5300-314	2,025.00	1,395.32	1,395.32	0.00	629.68	68.90
DEPT SUPPLIES & MATL	10-5300-330	38,955.00	27,733.08	27,733.08	0.00	11,221.92	71.19
UNIFORMS	10-5300-360	7,000.00	2,446.73	2,446.73	0.00	4,553.27	34.95
CONTRACTED SERVICES	10-5300-450	23,942.00	19,097.91	19,097.91	0.00	4,844.09	79.76
IT	10-5300-490	9,000.00	8,798.84	8,798.84	0.00	201.16	97.76
DUES & SUBSCRIPTIONS	10-5300-530	6,545.00	4,198.00	4,198.00	0.00	2,347.00	64.14
INSURANCE & BONDS	10-5300-540	25,815.00	17,959.52	17,959.52	0.00	7,855.48	69.57
SAFETY	10-5300-572	9,660.00	7,042.28	7,042.28	0.00	2,617.72	72.90
CAPITAL OUTLAY EQUIP	10-5300-740	75,000.00	68,553.59	68,553.59	0.00	6,446.41	91.40
DEBT SERVICE LADDER TR	10-5300-912	52,761.00	52,761.00	52,761.00	0.00	0.00	100.00

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
TOTAL DEPT: (5300) FIRE DEPARTMENT		1,022,201.00	680,932.00	680,932.00	3,321.00	337,948.00	66.93

03/13/25 126 of 151 Fiscal Year: 2025
10:53:26 Fiscal Month Range:1-8
(D)

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Selected Department Page 11
(ALL) All Departments

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5600) STREET DEPARTMENT							
SALARIES & WAGES	10-5600-020	151,847.00	104,857.02	104,857.02	0.00	46,989.98	69.05
OVER TIME PAY	10-5600-021	9,181.00	5,174.26	5,174.26	1,887.00	2,119.74	76.91
PROFESSIONAL SERVICES	10-5600-040	1,000.00	0.00	0.00	0.00	1,000.00	0.00
FICA TAX EXPENSE	10-5600-050	12,064.00	8,089.29	8,089.29	145.00	3,829.71	68.25
GROUP INSURANCE EXPENS	10-5600-060	37,148.00	24,285.38	24,285.38	0.00	12,862.62	65.37
RETIREMENT EXPENSE	10-5600-070	21,554.00	14,839.05	14,839.05	272.00	6,442.95	70.10
UTILITIES EXPENSE ELEC	10-5600-130	2,064.00	1,548.57	1,548.57	0.00	515.43	75.02
UTILITIES EXPENSE ST L	10-5600-133	102,948.00	65,782.32	65,782.32	0.00	37,165.68	63.89
UTILITY EXPENSE TRAFFI	10-5600-134	1,344.00	666.90	666.90	0.00	677.10	49.62
TRAINING & TRAVEL	10-5600-140	1,000.00	200.00	200.00	0.00	800.00	20.00
MAIT & REPAIR BLDGS &	10-5600-150	17,100.00	162.74	162.74	0.00	16,937.26	0.95
MAINT & REPAIR EQUIP	10-5600-160	10,000.00	8,686.18	8,686.18	0.00	1,313.82	86.86
MAINT & REPAIR AUTO	10-5600-170	12,000.00	3,784.14	3,784.14	0.00	8,215.86	31.53
AUTO SUPPLIES GAS	10-5600-311	3,800.00	1,846.81	1,846.81	0.00	1,953.19	48.60
AUTO SUPPLIES DIESEL	10-5600-312	16,047.00	9,532.94	9,532.94	0.00	6,514.06	59.40
AUTO SUPPLIES TIRES	10-5600-313	5,500.00	1,115.17	1,115.17	0.00	4,384.83	20.27
AUTO SUPPLIES OIL	10-5600-314	2,954.00	191.17	191.17	0.00	2,762.83	6.47
DEPT SUPPLIES & MATL	10-5600-330	8,600.00	710.68	710.68	0.00	7,889.32	8.26
CHEMICALS	10-5600-332	2,000.00	0.00	0.00	0.00	2,000.00	0.00
UNIFORMS	10-5600-360	2,800.00	2,426.83	2,426.83	0.00	373.17	86.67
CONTRACTED SERVICES	10-5600-450	1,080.00	0.00	0.00	0.00	1,080.00	0.00
TRANSFER TO STREETS PR	10-5600-900	375,000.00	375,000.00	375,000.00	0.00	0.00	100.00
DEBT SERVICE	10-5600-910	53,743.00	53,743.00	53,743.00	0.00	0.00	100.00
TOTAL DEPT: (5600) STREET DEPARTMENT		850,774.00	682,642.45	682,642.45	2,304.00	165,827.55	80.50

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5700) POWELL BILL							
MAINT & REPAIR BLDG &	10-5700-150	4,000.00	3,337.49	3,337.49	0.00	662.51	83.43
MAINT & REPAIR - PATCH	10-5700-151	8,000.00	7,987.94	7,987.94	0.00	12.06	99.84
DRAINAGE AND STORM SEW	10-5700-154	3,000.00	0.00	0.00	0.00	3,000.00	0.00
SNOW AND ICE REMOVAL	10-5700-155	3,800.00	3,153.37	3,153.37	0.00	646.63	82.98
DEPT SUPPLIES & MATL	10-5700-330	2,500.00	88.55	88.55	0.00	2,411.45	3.54
CAPITAL OUTLAY SIDEWAL	10-5700-730	20,000.00	0.00	0.00	0.00	20,000.00	0.00
CAPITAL OUTLAY	10-5700-740	125,000.00	125,000.00	125,000.00	0.00	0.00	100.00
TOTAL DEPT: (5700) POWELL BILL		166,300.00	139,567.35	139,567.35	0.00	26,732.65	83.92

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5800) SANITATION							
SALARIES & WAGES	10-5800-020	36,931.00	26,068.98	26,068.98	0.00	10,862.02	70.58
OVER TIME PAY	10-5800-021	2,232.00	1,242.45	1,242.45	448.00	541.55	75.73
FICA EXPENSE	10-5800-050	2,930.00	2,061.76	2,061.76	35.00	833.24	71.56
GROUP INSURANCE EXPENS	10-5800-060	9,311.00	6,433.39	6,433.39	0.00	2,877.61	69.09
RETIREMENT EXPENSE	10-5800-070	5,235.00	3,681.54	3,681.54	65.00	1,488.46	71.56
POSTAGE	10-5800-111	3,000.00	768.54	768.54	0.00	2,231.46	25.61
PRINTING EXPENSE	10-5800-120	900.00	900.00	900.00	0.00	0.00	100.00
MAINT. & REPAIR-EQUIPM	10-5800-160	2,000.00	0.00	0.00	0.00	2,000.00	0.00
MAINT. & REPAIR-AUTO &	10-5800-170	5,000.00	0.00	0.00	0.00	5,000.00	0.00
ADVERTISING	10-5800-260	600.00	0.00	0.00	0.00	600.00	0.00
AUTO SUPPLIES GAS	10-5800-311	4,000.00	1,498.21	1,498.21	0.00	2,501.79	37.45
AUTO SUPPLIES DIESEL	10-5800-312	1,500.00	866.78	866.78	0.00	633.22	57.78
AUTO SUPPLIES-TIRES	10-5800-313	2,290.00	0.00	0.00	0.00	2,290.00	0.00
AUTO SUPPLIES-OIL	10-5800-314	628.00	0.00	0.00	0.00	628.00	0.00
DEPT. SUPPLIES & MATER	10-5800-330	1,400.00	1,010.00	1,010.00	0.00	390.00	72.14
CHEMICAL	10-5800-332	200.00	0.00	0.00	0.00	200.00	0.00
UNIFORMS	10-5800-360	1,260.00	398.40	398.40	0.00	861.60	31.61
CONTRACTED SERVICES	10-5800-450	304,400.00	180,111.19	180,111.19	0.00	124,288.81	59.16
CAPITAL OUTLAY	10-5800-740	6,000.00	3,042.00	3,042.00	0.00	2,958.00	50.70
TOTAL DEPT: (5800) SANITATION		389,817.00	228,083.24	228,083.24	548.00	161,185.76	58.65

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (6200) RECREATION DEPARTMENT							
SALARIES & WAGES	10-6200-020	292,874.00	202,311.93	202,311.93	0.00	90,562.07	69.07
PART-TIME PAY	10-6200-022	284,784.00	178,329.50	178,329.50	0.00	106,454.50	62.61
PROFESSIONAL SERVICES	10-6200-040	1,000.00	120.00	120.00	0.00	880.00	12.00
FICA TAX EXPENSE	10-6200-050	44,112.00	28,588.54	28,588.54	0.00	15,523.46	64.80
GROUP INSURANCE EXPENS	10-6200-060	56,550.00	39,083.94	39,083.94	0.00	17,466.06	69.11
RETIREMENT EXPENSE	10-6200-070	39,864.00	27,635.83	27,635.83	0.00	12,228.17	69.32
TELEPHONE	10-6200-110	400.00	0.00	0.00	0.00	400.00	0.00
UTILITIES EXPENSE-ELEC	10-6200-130	40,180.00	32,935.92	32,935.92	0.00	7,244.08	81.97
UTILITY EXPENSE-GAS	10-6200-131	49,820.00	21,149.27	21,149.27	0.00	28,670.73	42.45
TRAINING & TRAVEL	10-6200-140	3,000.00	1,759.93	1,759.93	0.00	1,240.07	58.66
MAINT & REPAIR-BLDGS	10-6200-150	28,400.00	20,806.72	20,806.72	0.00	7,593.28	73.26
PARKS REPAIRS	10-6200-151	19,128.00	12,991.04	12,991.04	0.00	6,136.96	67.91
MAINT & REPAIR-EQUIPME	10-6200-160	16,500.00	9,605.62	9,605.62	0.00	6,894.38	58.21
MAINT & REPAIR-AUTO	10-6200-170	1,000.00	454.03	454.03	0.00	545.97	45.40
ADVERTISING	10-6200-260	1,500.00	1,333.03	1,333.03	0.00	166.97	88.86
AUTO SUPPLIES-GAS-UNLE	10-6200-311	3,500.00	1,290.63	1,290.63	0.00	2,209.37	36.87
AUTO SUPPLIES-OIL	10-6200-314	240.00	50.74	50.74	0.00	189.26	21.14
DEPT SUPPLIES & MATERI	10-6200-330	32,050.00	17,761.86	17,761.86	0.00	14,288.14	55.41
CHEMICALS	10-6200-332	15,000.00	11,434.93	11,434.93	0.00	3,565.07	76.23
UNIFORMS	10-6200-360	1,500.00	1,500.00	1,500.00	0.00	0.00	100.00
CONTRACTED SERVICES	10-6200-450	42,800.00	31,052.52	31,052.52	0.00	11,747.48	72.55
WALDENSIAN FOOTRACE	10-6200-454	4,852.00	4,851.07	4,851.07	0.00	0.93	99.98
SWIM TEAM	10-6200-480	2,148.00	1,713.88	1,713.88	0.00	434.12	79.79
P F R CONCESSIONS	10-6200-481	33,000.00	19,908.39	19,908.39	0.00	13,091.61	60.32
P F R OTHER	10-6200-484	9,000.00	1,798.70	1,798.70	0.00	7,201.30	19.98
DUES AND SUBSCRIPTIONS	10-6200-530	3,545.00	1,825.00	1,825.00	0.00	1,720.00	51.48
CAPITAL OUTLAY	10-6200-740	87,278.00	81,467.00	81,467.00	0.00	5,811.00	93.34
DEBT SERVICE	10-6200-910	19,483.00	19,483.00	19,483.00	0.00	0.00	100.00
TOTAL DEPT: (6200) RECREATION DEPARTMENT		1,133,508.00	771,243.02	771,243.02	0.00	362,264.98	68.04

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (6250) COMMUNITY AFFAIRS							
SALARIES & WAGES	10-6250-020	180,309.00	122,867.21	122,867.21	0.00	57,441.79	68.14
OVER TIME PAY	10-6250-021	2,624.00	0.00	0.00	2,624.00	0.00	100.00
PART-TIME PAY	10-6250-022	33,000.00	21,253.50	21,253.50	0.00	11,746.50	64.40
PROFESSIONAL SERVICES	10-6250-040	1,380.00	0.00	0.00	0.00	1,380.00	0.00
FICA TAX EXPENSE	10-6250-050	16,400.00	10,824.79	10,824.79	201.00	5,374.21	67.23
GROUP INSURANCE EXPENS	10-6250-060	35,424.00	24,561.17	24,561.17	0.00	10,862.83	69.33
RETIREMENT EXPENSE	10-6250-070	24,711.00	16,675.03	16,675.03	294.00	7,741.97	68.67
POSTAGE	10-6250-111	5,500.00	307.09	307.09	0.00	5,192.91	5.58
PRINTING EXPENSE	10-6250-120	4,600.00	1,278.98	1,278.98	0.00	3,321.02	27.80
UTILITIES EXPENSE-ELEC	10-6250-130	34,000.00	28,392.68	28,392.68	0.00	5,607.32	83.50
UTILITIES EXPENSE-GS	10-6250-131	11,500.00	10,823.94	10,823.94	0.00	676.06	94.12
TRAINING & TRAVEL	10-6250-140	200.00	66.42	66.42	0.00	133.58	33.21
MAINT. & REPAIR-BLDGS	10-6250-150	38,075.00	20,022.87	20,022.87	14.00	18,038.13	52.62
MAINT & REPAIR-EQUIPME	10-6250-160	2,400.00	1,604.74	1,604.74	0.00	795.26	66.86
MAINT & REPAIR-AUTO	10-6250-170	200.00	0.00	0.00	0.00	200.00	0.00
ADVERTISING	10-6250-260	8,000.00	2,430.93	2,430.93	0.00	5,569.07	30.38
AUTO SUPPLIES-GAS-UNLE	10-6250-311	300.00	0.00	0.00	0.00	300.00	0.00
AUTO SUPPLIES-OIL	10-6250-314	100.00	0.00	0.00	0.00	100.00	0.00
DEPT SUPPLIES & MATERI	10-6250-330	7,000.00	4,076.14	4,076.14	59.53	2,864.33	59.08
EVENT SUPPLIES & DECOR	10-6250-331	14,000.00	6,712.59	6,712.59	0.00	7,287.41	47.94
CONCESSION STAND TRAIL	10-6250-332	4,000.00	2,301.19	2,301.19	0.00	1,698.81	57.53
CONTRACTED SERVICES	10-6250-450	40,850.00	26,714.86	26,714.86	400.92	13,734.22	66.37
CONT SERVICES-ENTERTAI	10-6250-452	86,775.00	54,534.22	54,534.22	0.00	32,240.78	62.84
CONT SERVICES - TOURIS	10-6250-453	500.00	0.00	0.00	0.00	500.00	0.00
IT	10-6250-490	500.00	347.99	347.99	0.00	152.01	69.59
DUE AND SUBSCRIPTIONS	10-6250-530	1,050.00	686.38	686.38	0.00	363.62	65.37
WELLNESS	10-6250-572	7,000.00	6,006.20	6,006.20	0.00	993.80	85.80
CAPITAL OUTLAY	10-6250-740	35,137.39	10,704.21	10,704.21	0.00	24,433.18	30.46
BUILDING REUSE & FACAD	10-6250-920	5,000.00	0.00	0.00	0.00	5,000.00	0.00
FESTIVAL	10-6250-922	22,700.00	22,344.59	22,344.59	0.00	355.41	98.43
MAIN STREET PROGRAM	10-6250-924	3,000.00	2,038.14	2,038.14	0.00	961.86	67.93

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
VALDESE TOURISM COMMIS	10-6250-925	97,500.00	58,901.14	58,901.14	12,500.00	26,098.86	73.23
TOTAL DEPT: (6250) COMMUNITY AFFAIRS		723,735.39	456,477.00	456,477.00	16,093.45	251,164.94	65.29
TOTAL FUND: (10) GENERAL FUND		7,898,974.39	5,189,913.20	5,189,913.20	96,171.65	2,612,889.54	66.92

TOWN OF VALDESE
Revenue Statement
Period Ending: February 28, 2025
30 UTILITY FUND

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
INTEREST EARNED ON INVESTMENT	30-3290-000	20,000.00	27,428.90	27,428.90	-7,428.90	137.14
OTHERS	30-3350-030	0.00	700.00	700.00	-700.00	0.00
UTILITY BILL PENALTIES	30-3350-040	60,000.00	77,348.34	77,348.34	-17,348.34	128.91
WATER CHARGES - RES	30-3710-010	3,499,980.00	2,431,926.74	2,431,926.74	1,068,053.26	69.48
WATER CHARGES - COMM	30-3710-011	302,820.00	252,680.53	252,680.53	50,139.47	83.44
WATER CHARGES - IND	30-3710-012	493,906.00	351,416.44	351,416.44	142,489.56	71.15
WASTE WATER CHARGES	30-3710-020	1,499,938.00	1,062,424.46	1,062,424.46	437,513.54	70.83
LONG TERM MONITORING	30-3710-021	18,900.00	12,278.61	12,278.61	6,621.39	64.96
TAP & CONNECTIN FEES	30-3730-000	40,000.00	60,100.00	60,100.00	-20,100.00	150.25
RECONNECTIN FEES	30-3750-000	60,000.00	77,791.75	77,791.75	-17,791.75	129.65
TOWN OF DREXEL	30-3810-020	226,800.00	134,587.07	134,587.07	92,212.93	59.34
BURKE CNTY-E BURKE SYST-WW	30-3810-030	122,472.00	92,579.70	92,579.70	29,892.30	75.59
BURKE COUNTY WATER	30-3810-032	113,400.00	65,867.95	65,867.95	47,532.05	58.08
RC WATER CORP	30-3810-040	243,810.00	165,096.60	165,096.60	78,713.40	67.71
RC WW	30-3810-042	17,325.00	12,572.10	12,572.10	4,752.90	72.56
TRIPLE COMM WATER CORP	30-3810-060	0.00	38.50	38.50	-38.50	0.00
ICARD WATER CORP	30-3810-070	132,000.00	123,562.24	123,562.24	8,437.76	93.60
CONNELLY SPRINGS MAINT	30-3810-080	23,000.00	11,500.00	11,500.00	11,500.00	50.00
SALE OF FIXED ASSETS	30-3830-000	0.00	11,075.00	11,075.00	-11,075.00	0.00
FUND BALANCE-APPROPRIATED	30-3990-000	893,940.42	-10,000.00	-10,000.00	903,940.42	-1.11
TOTAL FUND REVENUE:		7,768,291.42	4,960,974.93	4,960,974.93	2,807,316.49	63.86

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (8100) WATER DEPARTMENT							
SALARIES & WAGES	30-8100-020	359,653.00	256,374.44	256,374.44	0.00	103,278.56	71.28
OVER TIME PAY	30-8100-021	11,024.00	6,779.23	6,779.23	0.00	4,244.77	61.49
PROFESSIONAL SERVICES	30-8100-040	61,500.00	15,648.65	15,648.65	0.00	45,851.35	25.44
FICA TAX EXPENSE	30-8100-050	27,663.00	19,577.48	19,577.48	0.00	8,085.52	70.77
GROUP INSURANCE EXPENS	30-8100-060	75,785.00	51,816.51	51,816.51	0.00	23,968.49	68.37
RETIREMENT EXPENSE	30-8100-070	49,396.00	35,799.31	35,799.31	0.00	13,596.69	72.47
TELEPHONE	30-8100-110	1,300.00	989.82	989.82	0.00	310.18	76.14
UTILITES EXPENSE-ELECT	30-8100-130	310,356.00	216,522.06	216,522.06	0.00	93,833.94	69.76
UTILITES EXPENSE-FUEL	30-8100-132	5,000.00	4,632.87	4,632.87	0.00	367.13	92.65
TRAINING & TRAVEL	30-8100-140	3,500.00	2,395.18	2,395.18	0.00	1,104.82	68.43
MAINT & REPAIR-BLDGS	30-8100-150	28,770.00	3,585.54	3,585.54	0.00	25,184.46	12.46
MAINT. & REPAIR-EQUIPM	30-8100-160	531,129.00	117,703.92	117,703.92	31,620.91	381,804.17	28.11
MAINT. & REPAIR-AUTO &	30-8100-170	680.00	438.48	438.48	0.00	241.52	64.48
ADVERTISING	30-8100-260	600.00	0.00	0.00	0.00	600.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8100-311	4,000.00	1,688.30	1,688.30	0.00	2,311.70	42.20
AUTO SUPPLIES-DIESEL	30-8100-312	400.00	400.00	400.00	0.00	0.00	100.00
AUTO SUPPLIES-TIRES	30-8100-313	625.00	605.99	605.99	0.00	19.01	96.95
AUTO SUPPLIES-OIL	30-8100-314	162.00	0.00	0.00	0.00	162.00	0.00
DEPT SUPPLIES & MATERI	30-8100-330	3,400.00	1,306.69	1,306.69	0.00	2,093.31	38.43
CHEMICALS	30-8100-332	236,400.00	166,170.78	166,170.78	24,840.01	45,389.21	80.80
LAB SUPPLIES	30-8100-333	23,000.00	17,217.98	17,217.98	0.00	5,782.02	74.86
WATER TESTING-PROFESSI	30-8100-334	15,900.00	3,517.76	3,517.76	1,245.00	11,137.24	29.95
UNIFORMS	30-8100-360	5,200.00	2,091.54	2,091.54	0.00	3,108.46	40.22
CONTRACTED SERVICES	30-8100-450	6,540.00	3,013.42	3,013.42	120.00	3,406.58	47.91
IT	30-8100-490	500.00	0.00	0.00	0.00	500.00	0.00
DUES AND SUBSCRIPTIONS	30-8100-530	10,664.00	10,644.80	10,644.80	0.00	19.20	99.82
INSURANCE AND BONDS	30-8100-540	27,000.00	27,000.00	27,000.00	0.00	0.00	100.00
SAFETY	30-8100-572	3,000.00	847.10	847.10	0.00	2,152.90	28.23
CAPITAL OUTLAY	30-8100-740	337,372.42	87,378.42	87,378.42	21,145.00	228,849.00	32.16
DEBT SERVICE	30-8100-910	71,324.00	0.00	0.00	0.00	71,324.00	0.00
PRO RATA	30-8100-920	550,000.00	366,666.64	366,666.64	0.00	183,333.36	66.66

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
VEDIC	30-8100-930	12,500.00	12,500.00	12,500.00	0.00	0.00	100.00
ECONOMIC DEVEL BPED	30-8100-931	12,012.00	12,011.50	12,011.50	0.00	0.50	99.99
CONTINGENCY	30-8100-990	221,000.00	221,000.00	221,000.00	0.00	0.00	100.00
TOTAL DEPT: (8100) WATER DEPARTMENT		3,007,355.42	1,666,324.41	1,666,324.41	78,970.92	1,262,060.09	58.03

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (8110) WASTE WATER DEPARTMENT							
SALARIES & WAGES	30-8110-020	404,191.00	284,059.54	284,059.54	0.00	120,131.46	70.27
OVER TIME PAY	30-8110-021	232.00	0.00	0.00	0.00	232.00	0.00
PROFESSIONAL SERVICES	30-8110-040	2,500.00	0.00	0.00	0.00	2,500.00	0.00
FICA TAX PAYABLE	30-8110-050	30,801.00	20,804.09	20,804.09	0.00	9,996.91	67.54
GROUP INSURANCE EXPENS	30-8110-060	91,218.00	63,132.55	63,132.55	0.00	28,085.45	69.21
RETIREMENT EXPENSE	30-8110-070	54,999.00	38,654.87	38,654.87	0.00	16,344.13	70.28
TELEPHONE	30-8110-110	3,600.00	1,904.00	1,904.00	0.00	1,696.00	52.88
UTILITIES EXPENSE-ELEC	30-8110-130	225,000.00	129,702.78	129,702.78	0.00	95,297.22	57.64
UTILITIES EXPENSE-FUEL	30-8110-132	7,500.00	6,265.06	6,265.06	0.00	1,234.94	83.53
TRAVEL EXPENSE	30-8110-140	4,925.00	422.83	422.83	0.00	4,502.17	8.58
MAINT. & REPAIR-BLDGS	30-8110-150	105,660.00	51,271.59	51,271.59	65.00	54,323.41	48.58
MAINT. & REPAIR-EQUIPM	30-8110-160	170,085.00	49,227.04	49,227.04	18,085.24	102,772.72	39.57
MAINT. & REPAIR-AUTO	30-8110-170	8,100.00	595.47	595.47	0.00	7,504.53	7.35
ADVERTISING	30-8110-260	100.00	0.00	0.00	0.00	100.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8110-311	5,000.00	1,024.40	1,024.40	0.00	3,975.60	20.48
AUTO SUPPLIES-TIRES	30-8110-313	1,900.00	12.95	12.95	0.00	1,887.05	0.68
AUTO SUPLIES-OIL	30-8110-314	750.00	72.96	72.96	0.00	677.04	9.72
DEPT. SUPPLIES & MATER	30-8110-330	12,000.00	1,244.79	1,244.79	147.54	10,607.67	11.60
CHEMICALS	30-8110-332	121,293.00	60,032.00	60,032.00	13,000.00	48,261.00	60.21
LAB SUPPLIES	30-8110-333	12,000.00	5,134.91	5,134.91	0.00	6,865.09	42.79
WOOD CHIPS	30-8110-336	61,000.00	25,953.41	25,953.41	20,000.00	15,046.59	75.33
UNIFORMS	30-8110-360	8,090.00	4,176.76	4,176.76	472.29	3,440.95	57.46
CONTRACTED SERVICES	30-8110-450	28,840.00	17,717.24	17,717.24	0.00	11,122.76	61.43
IT	30-8110-490	500.00	18.14	18.14	0.00	481.86	3.62
LONG TERM MONITORING	30-8110-500	31,000.00	28,420.78	28,420.78	1,186.00	1,393.22	95.50
DUES AND SUBSCRIPTIONS	30-8110-530	14,521.00	5,529.30	5,529.30	0.00	8,991.70	38.07
INSURANCE AND BONDS	30-8110-540	32,000.00	32,000.00	32,000.00	0.00	0.00	100.00
SAFETY	30-8110-572	2,500.00	1,473.44	1,473.44	0.00	1,026.56	58.93
CAPITAL OUTLAY	30-8110-740	1,112,500.00	37,213.05	37,213.05	113,755.75	961,531.20	13.57
PRO RATA	30-8110-920	550,000.00	366,666.64	366,666.64	0.00	183,333.36	66.66
VEDIC	30-8110-930	12,500.00	12,500.00	12,500.00	0.00	0.00	100.00

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
ECONOMIC DEV BPED	30-8110-931	12,747.00	367.50	367.50	0.00	12,379.50	2.88
TOTAL DEPT: (8110) WASTE WATER DEPARTMENT		3,128,052.00	1,245,598.09	1,245,598.09	166,711.82	1,715,742.09	45.14

TOWN OF VALDESE
Encumbrances & Expenditure Statement
Period Ending: February 28, 2025
30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (8120) WATER & SEWER CONSTRUCTION							
SALARIES & WAGES	30-8120-020	431,950.00	262,068.24	262,068.24	0.00	169,881.76	60.67
OVER TIME PAY	30-8120-021	26,283.00	12,085.05	12,085.05	0.00	14,197.95	45.98
PART-TIME PAY	30-8120-022	23,400.00	17,717.70	17,717.70	0.00	5,682.30	75.71
PROFESSIONAL SERVICES	30-8120-040	112,877.00	52,722.75	52,722.75	12,000.00	48,154.25	57.33
HEALTH REIMBURSEMENT (30-8120-041	29,000.00	5,414.24	5,414.24	0.00	23,585.76	18.67
FICA TAX EXPENSE	30-8120-050	36,343.00	21,900.89	21,900.89	0.00	14,442.11	60.26
GROUP INSURANCE EXPENS	30-8120-060	84,376.00	46,972.19	46,972.19	0.00	37,403.81	55.67
RETIREMENT EXPENSE	30-8120-070	59,513.00	36,290.16	36,290.16	0.00	23,222.84	60.97
TELEPHONE	30-8120-110	2,700.00	1,524.38	1,524.38	0.00	1,175.62	56.45
POSTAGE	30-8120-111	650.00	0.00	0.00	0.00	650.00	0.00
PRINTING EXPENSE	30-8120-120	1,500.00	0.00	0.00	0.00	1,500.00	0.00
UTILITIES EXPENSE-ELEC	30-8120-130	24,660.00	17,980.53	17,980.53	0.00	6,679.47	72.91
TRAINING & TRAVEL	30-8120-140	9,570.00	541.58	541.58	0.00	9,028.42	5.65
MAINT. & REPAIR-BLDGS	30-8120-150	59,750.00	18,544.79	18,544.79	0.00	41,205.21	31.03
MAINT. & REPAIR EQUIPM	30-8120-160	13,650.00	4,199.05	4,199.05	0.00	9,450.95	30.76
MAINT & REPAIR-AUTO	30-8120-170	3,693.00	1,282.54	1,282.54	0.00	2,410.46	34.72
ADVERTISING	30-8120-260	100.00	0.00	0.00	0.00	100.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8120-311	13,500.00	6,459.22	6,459.22	0.00	7,040.78	47.84
AUTO SUPPLIES-DIESEL	30-8120-312	5,000.00	4,547.11	4,547.11	0.00	452.89	90.94
AUTO SUPLIES-TIRES	30-8120-313	4,200.00	1,761.75	1,761.75	0.00	2,438.25	41.94
AUTO SUPPLIES-OIL	30-8120-314	2,180.00	119.67	119.67	0.00	2,060.33	5.48
DEPT. SUPPLIES & MATER	30-8120-330	90,164.00	62,447.38	62,447.38	0.00	27,716.62	69.26
METERS	30-8120-331	30,000.00	2,233.45	2,233.45	0.00	27,766.55	7.44
CHEMICALS	30-8120-332	2,100.00	0.00	0.00	0.00	2,100.00	0.00
UNIFORMS	30-8120-360	3,328.00	3,328.00	3,328.00	0.00	0.00	100.00
CONTRACTED SERVICES	30-8120-450	155,073.00	105,485.13	105,485.13	0.00	49,587.87	68.02
IT	30-8120-490	1,000.00	0.00	0.00	0.00	1,000.00	0.00
DUES AND SUBSCRIPTIONS	30-8120-530	5,849.00	1,760.00	1,760.00	0.00	4,089.00	30.09
INSURANCE AND BONDS	30-8120-540	31,000.00	31,000.00	31,000.00	0.00	0.00	100.00
SAFETY	30-8120-572	5,060.00	859.79	859.79	0.00	4,200.21	16.99
CAPITAL OUTLAY	30-8120-740	77,600.00	75,227.92	75,227.92	0.00	2,372.08	96.94

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: February 28, 2025

30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEBT SERVICE	30-8120-910	286,815.00	15,995.00	15,995.00	0.00	270,820.00	5.57
TOTAL DEPT: (8120) WATER & SEWER CONSTRUCTION		1,632,884.00	810,468.51	810,468.51	12,000.00	810,415.49	50.36
TOTAL FUND: (30) UTILITY FUND		7,768,291.42	3,722,391.01	3,722,391.01	257,682.74	3,788,217.67	51.23

Date run: 3/3/2025 12:58:01 PM

TR-401E Net Collections Report

NCPTS V4

Data as of: 3/2/2025 7:40:44 PM

Report Parameters:

Date Sent to Finance Start: **Min - February 1, 2025**Date Sent to Finance End: **Max - February 28, 2025**Abstract Type: **BUS,IND,PUB,REI,RMV**Tax District: **VALDESE**Levy Type: **Interest, LATE LIST PENALTY, TAX**Tax Year: **2025, 2024, 2023**Year For: **2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016,
2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007,
2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998,
1997, 1996**

Collapse

Districts: **N**Default Sort-By: **Tax Year**Grouping: **Tax District,Levy Type**

Tax Year	Opening Uncollected as of 2/1/2025 (\$)	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Discovered Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	Unpaid Balance as of 2/28/2025 (\$)
					Additional Levy (\$)			% Uncoll. as of 2/28/2025 (\$)
TAX DISTRICT: VALDESE LEVY TYPE: Interest								
2024	0.00	0.00	0.00	0.00	0.00	0.00	1,241.82	0.00
					0.00			NA
2023	0.00	0.00	0.00	0.00	0.00	0.00	0.67	0.00
					0.00			NA
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	1,242.49	0.00
					0.00			NA
TAX DISTRICT: VALDESE LEVY TYPE: LATE LIST PENALTY								
2024	100.23	0.00	0.00	0.00	0.00	0.00	33.44	66.79
					0.00			4.65 %
2023	18.23	0.00	0.00	0.00	0.00	0.00	0.52	17.71
					0.00			0.92 %
Sub.	118.46	0.00	0.00	0.00	0.00	0.00	33.96	84.50
					0.00			2.52 %
TAX DISTRICT: VALDESE LEVY TYPE: TAX								
2024	113,825.48	0.00	433.07	1.31	0.00	0.00	43,494.46	69,896.64
					0.00			2.99 %
2023	8,213.79	0.00	0.00	0.00	0.00	0.00	5.15	8,208.64
					0.00			0.30 %
Sub.	122,039.27	0.00	433.07	1.31	0.00	0.00	43,499.61	78,105.28
					0.00			1.54 %
Total	122,157.73	0.00	433.07	1.31	0.00	0.00	44,776.06	78,189.78
					0.00			1.54 %

Date run: 3/3/2025 12:56:01 PM

TR-401E Net Collections Report

NCPTS V4

Data as of: 3/2/2025 7:40:44 PM

Report Parameters:

Date Sent to Finance Start: **Min - July 1, 2024**Date Sent to Finance End: **Max - February 28, 2025**Abstract Type: **BUS,IND,PUB,REI,RMV**Tax District: **VALDESE**Levy Type: **Interest, LATE LIST PENALTY, TAX**Tax Year: **2025, 2024, 2023**Year For: **2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, Collapse
2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, Districts: N
2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998,
1997, 1996**Default Sort-By: **Tax Year**Grouping: **Tax District,Levy Type**

Tax Year	Opening Uncollected as of 7/1/2024 (\$)	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Discovered Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	Unpaid Balance as of 2/28/2025 (\$)
					Additional Levy (\$)			% Uncoll. as of 2/28/2025 (\$)
TAX DISTRICT: VALDESE LEVY TYPE: Interest								
2024	0.00	0.00	0.00	0.00	0.00	0.00	2,121.32	0.00
					0.00			NA
2023	0.00	0.00	0.00	0.00	0.00	0.00	603.92	0.00
					0.00			NA
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	2,725.24	0.00
					0.00			NA
TAX DISTRICT: VALDESE LEVY TYPE: LATE LIST PENALTY								
2024	0.00	1,479.15	50.64	0.58	0.00	0.00	1,370.11	66.79
					8.97			4.65 %
2023	25.63	0.00	0.00	0.00	0.00	0.00	7.92	17.71
					0.00			0.92 %
Sub.	25.63	1,479.15	50.64	0.58	0.00	0.00	1,378.03	84.50
					8.97			2.52 %
TAX DISTRICT: VALDESE LEVY TYPE: TAX								
2024	0.00	2,371,987.65	46,738.62	103.53	0.00	0.00	2,265,377.75	69,896.64
					10,128.89			2.99 %
2023	18,755.73	0.00	0.00	0.38	0.00	0.00	10,546.71	8,208.64
					0.00			0.30 %
Sub.	18,755.73	2,371,987.65	46,738.62	103.91	0.00	0.00	2,275,924.46	78,105.28
					10,128.89			1.54 %
Total	18,781.36	2,373,466.80	46,789.26	104.49	0.00	0.00	2,280,027.73	78,189.78
					10,137.86			1.54 %



Summary Statement

February 28, 2025

Investor ID: NC-01-0030

0000030-0000103 PDF 752618

Town of Valdese
PO Box 339
Valdese, NC 28690

North Carolina CLASS

North Carolina CLASS

Average Monthly Yield: 4.4439%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
NC-01-0030-0001	General Fund	9,712,965.75	660,133.00	160,133.00	33,032.49	69,545.08	9,711,226.59	10,245,998.24
NC-01-0030-0002	Utility Fund	935,395.50	0.00	0.00	3,187.93	6,716.19	935,509.35	938,583.43
NC-01-0030-0003	USDA Debt Service Reserves	0.00	160,133.00	160,133.00	253.08	253.08	74,356.50	253.08
TOTAL		10,648,361.25	820,266.00	320,266.00	36,473.50	76,514.35	10,721,092.44	11,184,834.75



c/o Capital Management of the Carolinas, LLC
1520 South Boulevard, Suite 230
Charlotte, NC 28203

MONTHLY STATEMENT

02/01/25 through 02/28/25

Page 1 of 2

Account Number

47012687

S



TOWN OF VALDESE
GENERAL FUND
ATTN MR BO WEICHEL
PO BOX 339
VALDESE NC 28690-0339

Market Value as of 02/28/25

\$7,831,002.74

PORTFOLIO SUMMARY

	Month-to-Date
Beginning Value	\$7,631,671.79
+ Additions	174,114.43
- Withdrawals	0.00
+/- Change in Value	25,216.52
Ending Value	\$7,831,002.74

ACCOUNT SUMMARY

Fund / Account	Beginning Value as of 02/01/25	Ending Value as of 02/28/25	Shares Held as of 02/28/25	NAV as of 02/28/25	% of Total
NORTH CAROLINA CAPITAL MGMT TRUST-GOVT / 47012687	\$7,631,671.79	\$7,831,002.74	7,831,002.740	\$1.00	100.00%
Total Accounts		\$7,831,002.74			

DIVIDEND AND CAPITAL GAIN SUMMARY

Fund / Account		Dividend	Short-Term Capital Gain	Long-Term Capital Gain	Total
NORTH CAROLINA CAPITAL MGMT TRUST-GOVT / 47012687					
Dividend Option - Reinvest	Current Period	\$25,216.52	\$0.00	\$0.00	\$25,216.52
Capital Gain Option - Reinvest	Fiscal YTD 06/30/25	267,994.09	0.00	0.00	267,994.09
Total	Current Period	\$25,216.52	\$0.00	\$0.00	\$25,216.52
	Fiscal YTD 06/30/25	\$267,994.09	\$0.00	\$0.00	\$267,994.09

Date	1-Day Yield	7-Day Yield	Compound Effective Yield
02/28/2025	4.26%	4.26%	4.35%

Fidelity Distributors Company LLC

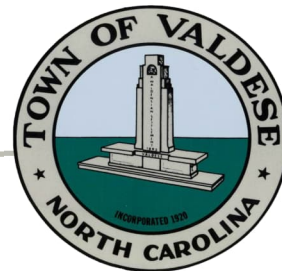
3916/S

FMR... *28110*, 0610926006, 00693, 00693, CNSEMP01, NNCNCA000003916 / SITE



Town of Valdese

COUNCIL MEMO



☐ Resolution
 ☐ Ordinance
 ☐ Contract
 ☐ Discussion
 ☒ Information Only

To: Valdese Town Council

From: Bo Weichel, Interim Town Manager

Subject: Public Safety Facilities

Meeting: April 7, 2025

Presenter: Bo Weichel, Interim Town Manager

ITEM OF INTEREST:

Public Safety Facilities project update

BACKGROUND INFORMATION:

The review panel individually scored each of the seven contractors who submitted a response to the RFQ.

The scoring matrix evaluated seven criteria, each with a weighted percentage. The scoring scale used was 1-5 for each evaluation factor (1= lowest).

The weighted score was then calculated and averaged from each reviewer. This weighted score was used to invite the top three scored firms for an interview. This interview process took place on March 27th. The review panel is in the process of determining and scoring the most qualified firm for this project. Once a firm is decided, a negotiated contract will begin for eventual Council consideration.

We are on target for our project timeline.

Project Timeline goals:

- | | |
|--|-------------|
| •Selected firm notified and proposed | |
| Phase I contract delivered to the Town | Early April |
| •Contract review by legal counsel | April |
| •Phase I contract adoption by Town Council | May 5, 2025 |

BUDGET IMPACT:

None

RECOMMENDATION / OPTIONS:

None

LIST OF ATTACHMENTS:

1. Individual score sheets
2. Summary Page

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction

D.R. Reynolds							
<i>weighted average score</i>	4.25	Rating 1-5 (with 1 = lowest)					
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	5	5	4	5	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	5	5	4	5	5	5
Experience in providing these services to NC local governments.	5%	4	5	3	5	4	4
Resume of Key Personnel (experience and qualifications)	20%	4	3	3	5	4	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	3	4	3	5	4	3
The firm's proximity to and familiarity with the area in which the project is located.	10%	3	2	1	4	1	3
References from previous clients of related work with the firm.	10%	5	5	3	5	5	5
Total (max 35)	100%	29	29	21	34	28	30
Weighted Total (max 5)	100%	4.35	4.20	3.25	4.90	4.25	4.55

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction

Moss Marlow <i>weighted average score</i>		4.21	Rating 1-5 (with 1 = lowest)				
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	5	5	5	3	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	5	4	3	3	5	5
Experience in providing these services to NC local governments.	5%	4	5	4	5	4	5
Resume of Key Personnel (experience and qualifications)	20%	4	4	4	4	4	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	3	3	3	2	4	3
The firm's proximity to and familiarity with the area in which the project is located.	10%	5	5	5	5	5	5
References from previous clients of related work with the firm.	10%	3	3	3	3	4	5
Total (max 35)	100%	29	29	27	25	31	33
Weighted Total (max 5)	100%	4.35	4.20	3.95	3.40	4.55	4.80

Request for Qualifications For Design-Build Services

RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction**Wharton-Smith****4.53***weighted average score*

Rating 1-5 (with 1 = lowest)

Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	5	5	5	5	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	5	3	5	5	5	5
Experience in providing these services to NC local governments.	5%	5	3	5	5	4	5
Resume of Key Personnel (experience and qualifications)	20%	5	4	5	5	4	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	4	2	5	5	4	5
The firm's proximity to and familiarity with the area in which the project is located.	10%	3	3	4	3	4	3
References from previous clients of related work with the firm.	10%	5	3	5	4	4	5
Total (max 35)	100%	32	23	34	32	30	33
Weighted Total (max 5)	100%	4.70	3.60	4.90	4.70	4.45	4.80

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet
Project: Police & Fire Department Cost Comparison & Construction

Wilkie <i>weighted average score</i>		3.53	Rating 1-5 (with 1 = lowest)				
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	2	3	3	4	5	3
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	1	3	2	3	5	2
Experience in providing these services to NC local governments.	5%	4	5	4	5	4	4
Resume of Key Personnel (experience and qualifications)	20%	2	4	4	5	4	4
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	2	4	2	3	4	3
The firm's proximity to and familiarity with the area in which the project is located.	10%	5	5	5	5	5	5
References from previous clients of related work with the firm.	10%	2	3	3	5	5	5
Total (max 35)	100%	18	27	23	30	32	26
Weighted Total (max 5)	100%	2.20	3.60	3.15	4.15	4.65	3.45

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction

Samet <i>weighted average score</i>		4.08	Rating 1-5 (with 1 = lowest)				
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	5	5	4	5	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	5	4	4	5	5	5
Experience in providing these services to NC local governments.	5%	5	5	3	5	4	5
Resume of Key Personnel (experience and qualifications)	20%	5	5	2	5	4	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	2	3	2	5	3	4
The firm's proximity to and familiarity with the area in which the project is located.	10%	1	2	1	3	2	3
References from previous clients of related work with the firm.	10%	5	3	2	2	3	5
Total (max 35)	100%	28	27	18	30	26	32
Weighted Total (max 5)	100%	4.30	4.10	2.85	4.50	4.05	4.70

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction

Miles-McClellan <i>weighted average score</i>		3.50					
		Rating 1-5 (with 1 = lowest)					
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	3	4	3	3	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	2	3	2	4	5	2
Experience in providing these services to NC local governments.	5%	5	5	4	4	4	5
Resume of Key Personnel (experience and qualifications)	20%	4	5	4	5	4	5
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	2	3	2	4	4	4
The firm's proximity to and familiarity with the area in which the project is located.	10%	1	3	1	3	4	3
References from previous clients of related work with the firm.	10%	2	3	2	2	2	4
Total (max 35)	100%	19	26	18	25	28	28
Weighted Total (max 5)	100%	2.70	3.75	2.65	3.65	4.25	4.00

Request for Qualifications For Design-Build Services
RFQ Evaluation Scoring Sheet

Project: Police & Fire Department Cost Comparison & Construction

Edison Foard							
<i>weighted average score</i>	3.14	Rating 1-5 (with 1 = lowest)					
Evaluation Factor	Weight	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6
Experience & Competence related to the construction of Public Safety buildings.	25%	2	4	2	5	5	5
Evidence of successful implementation of services similar to the Scope of Work outlined, provided within the last 36 months.	20%	1	3	3	5	4	2
Experience in providing these services to NC local governments.	5%	3	4	3	3	2	3
Resume of Key Personnel (experience and qualifications)	20%	3	5	3	5	2	4
The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules.	10%	2	2	2	5	2	4
The firm's proximity to and familiarity with the area in which the project is located.	10%	1	3	2	2	4	3
References from previous clients of related work with the firm.	10%	1	3	1	2	1	2
Total (max 35)	100%	13	24	16	27	20	23
Weighted Total (max 5)	100%	1.85	3.60	2.35	4.30	3.25	3.50

Firm	Weighted Average Score						
	Scorer #1	Scorer #2	Scorer #3	Scorer #4	Scorer #5	Scorer #6	TOTAL
Wharton-Smith	4.70	3.60	4.90	4.70	4.45	4.80	4.53
D.R. Reynolds	4.35	4.20	3.25	4.90	4.25	4.55	4.25
Moss-Marlow	4.35	4.20	3.95	3.40	4.55	4.80	4.21
Samet	4.30	4.10	2.85	4.50	4.05	4.70	4.08
Wilkie	2.20	3.60	3.15	4.15	4.65	3.45	3.53
Miles-McClellan	2.70	3.75	2.65	3.65	4.25	4.00	3.50
Edison Foard	1.85	3.60	2.35	4.30	3.25	3.50	3.14