

AGENDA
www.townofvaldese.com

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

Monday, August 4, 2025
6:00 p.m., Valdese Town Hall, Council Chambers

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

- 1. Call Meeting to Order**
- 2. Invocation** *(Led by the Valdese PD Volunteer Chaplains)*
- 3. Pledge of Allegiance**

4. Informational Items

- A. Reading Material

5. Open Forum/Public Comment

6. Consent Agenda

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

- A. Approval of Regular Meeting Minutes of June 23, 2025
- B. Approval of Closed Session Minutes of June 23, 2025
- C. Approval of Special Called Meeting Minutes of July 11, 2025
- D. Approval of Closed Session Minutes of July 11, 2025
- E. Approval of Budget Amendment for Meridian 10-Inch Sewer Line Repair

7. New Business

- A. Public Hearing – Rostan Voluntary Annexation *(Presented by WPCOG)*
- B. Public Hearing – Rezoning of Rostan Property *(Presented by WPCOG)*
- C. Call for a Public Hearing to Modify Unified Development Ordinance *(Presented by WPCOG)*
- D. Approval of Iron Mountain Contract & Resolution of Tentative Award for the Valdese Bluffs Project *(Presented by Todd Herms)*
- E. Approval of DR Reynolds Contract for Public Safety Facilities *(Presented by Todd Herms)*
- F. Information Items for Council Discussion:

- i. FY 2025 Preliminary Final Results, as of June 30, 2025
- ii. Status of Mobile Food Ordinance
- iii. Residency Requirement for Valdese Town Council Advisory Committees

G. Updates on Agreements and Projects approved at the June 2025 meeting:

- i. WPCOG Planning Assistance
- ii. WPCOG Stormwater Partnership
- iii. First Tryon Financial Advisors
- iv. Application for Supplemental Helene Funding through DWI

8. Town Manager's Report

- A.** Capital Campaign Drive for Pool Cover Update
- B.** Old Colony Players presents the Historic Outdoor Drama From This Day Forward, Fred B. Cranford Amphitheatre - Fridays & Saturdays 8:00 p.m. until August 9, 2025.
- C.** 50th Annual Waldensian Festival and Footrace – August 8 & 9, 2025, see full event schedule at visitvaldese.com.
- D.** Family Friday Nights Summer Concert Series continues each Friday on Temple Field from 7:00 p.m. – 10:00 p.m. until August 29, 2025
- E.** Next Agenda Review Council meeting is scheduled for Monday, August 25, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall
- F.** Next Regular Council meeting scheduled for Tuesday, September 2, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

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

July 2025

Tourism Statistics

visitvaldese.com views (July 8-20) 14,236

townofvaldese.com views (July 8-20) 10,064

Top 5 Pages Viewed (townofvaldese): Schedule & Fees, Home, Recreation, Utilities, Career Opp

Facebook

of followers 20,905

Page Views (last 28 days) 708,912

Post Reach (last 28 days) 105,830

Facebook Reactions/Feedback (last 28 days)

Interactions: 8,083 Link Clicks: 1,768

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

Approximate # of Visitors to the Tourism/CA Office 241

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	5
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	10
CLASSROOMS	5
MAJOR EVENT (ENTIRE SCHOOL)	2

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

Elite American Miss, Miss American Sunshine 375

Monthly Old Rock School Rentals 29

Old Rock School Total Attendance 2,653

CA Summary for July 2025

July began with an extremely successful 4th of July Celebration, hosting an average of 16K attendees, perfect weather, and excellent feedback on entertainment. The FFN Summer Concert series has managed to bring in decent crowds (despite battling less than ideal weather) and generating funds for local non profit groups. Planning for the Waldensian Festival is moving right along, with all vendor spaces and entertainment booked. Focus now falls on the last minute details and promotion. Rentals were slightly down in terms of individual events, as often seen in the late Summer months, but the venue hosted the Old Colony Players Summer Camp and two major beauty pageants. The NC Main Street assessment took place Thursday, July 24th and program enjoyed a productive conversation of the the downtown develeopment of Valdese. The Main Street program also looks forward to presenting a movie on Temple Field in late September. The applications for the Christmas in November Craft Show went out mid July and individual bluegrass tickets are now on sale. The department has seen an impressive response for both events.

JUNE 23, 2025, MB#33

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JUNE 23, 2025**

The Town of Valdese Town Council met on Monday, June 23, 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: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

Mayor Charles Watts offered the invocation and led in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

OPEN FORUM/PUBLIC COMMENT GUIDELINES: 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.

FLAGS – SANDRA WALKER – 124 MAIN ST W., VALDESE: Ms. Walker thanked the Police Chief for his assistance and spoke about the successful fundraising project for new American flags. She shared that 30 flags were purchased from a Pennsylvania company recognized with the Valley Forge Award for quality. Sixteen businesses and individuals contributed to fully fund the project, and 20 more have expressed interest in donating. Additional funds collected will go to the local Boy Scout troop for future flag purchases. She thanked the Town for preparing the flagpole holes and expressed excitement about seeing the flags displayed along Main Street.

Ms. Walker also pledged a \$500 donation from Dolls and Designs toward the proposed pool cover donation fund, if approved by Council. She concluded by commending the Town's efforts and progress, especially with the current budget work.

SEWER LINE - AZZAM KAMAL – 329 N RODORET ST., VALDESE: Mr. Kamal stated he initially came to speak about the budget and the Rodoret Street sewer line, which he understood would be discussed during the meeting. He thanked Allen from Public Works for his repeated assistance with sewer issues at his home and noted improvements since the pressure cleaning began. He concluded by saying he looked forward to hearing the upcoming budget discussion.

Councilman Harvey asked to remove item 6 C: **REGULAR MEETING MINUTES OF JUNE 2, 2025** from the Consent Agenda.

CONSENT AGENDA: (enacted by one motion)

APPROVED AGENDA REVIEW MEETING MINUTES OF MAY 27, 2025

APPROVED CLOSED SESSION MINUTES OF MAY 27, 2025

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

End Consent Agenda**ITEMS REMOVED FROM CONSENT AGENDA:**

APPROVED REGULAR MEETING MINUTES OF JUNE 2, 2025 Councilman Harvey made a motion to approve the June 2nd minutes, seconded by Councilwoman Ward.

Discussion: Councilman Harvey made two brief comments. First, he clarified the previous motion in the minutes regarding mobile food units. He confirmed that the intent of the motion, as made by Councilwoman Lowman and seconded by himself, was for the Town Manager to work with the Town Attorney and Planning Board to research and prepare a draft ordinance for mobile food trucks. He noted that the motion passed unanimously.

Second, he addressed comments in the minutes related to the failed resolution of civility. While he was initially confused by the resistance to the resolution—believing it reflected a shared commitment to the Code of Ethics—he now views the situation with regret. He suggested the lack of support may have been due to some council members' intent to engage in campaigning during the 2023 re-election cycle.

Vote: The vote was unanimous, and motion carried.

BUDGET STATUS/UPDATES

i. Projected FY25 General Fund Balance: *Estimated June 30, 2025, year-end General Fund balance as a dollar amount and percentage of the FY26 budget.*

Mr. Weichel provided an overview of the projected General Fund balance for FY25. He noted that while the fiscal year has not yet closed and figures remain subject to change, current estimates suggest the fund balance will be approximately \$200,000 higher than last year. However, due to increased expenditures, the percentage of fund balance may decrease slightly, landing around 100%, which he emphasized is still a very healthy fund balance. He clarified that final numbers will be confirmed during the audit. Councilman Harvey noted that the estimated total fund balance—approximately \$7.18 million—would be the highest in town history in terms of actual dollars.

ii. Public Safety Fund Update: *Current balance, including pending proceeds from the approved sale of 800 Pineburr Avenue.*

Mr. Weichel provided an update on the Public Safety Fund (Fund 35), which is separate from the General Fund and currently has a cash balance of \$809,000. If the Pineburr Avenue property sale is finalized, an additional \$148,000 will be added, bringing the total available funds to \$958,000.

Councilwoman Lowman asked if it included the grant we received from the General Assembly. Mr. Weichel confirmed that the previous \$500,000 public safety grant from the NC General Assembly, facilitated by Representative Blackwell, has been fully expended—primarily on the Pineburr property purchase and architectural services.

Councilman Harvey noted that the fund has been drawn down in the past year for two major property purchases: 215 Main Street for \$360,000 and 200 Massel Avenue for \$400,000. Depending on the final direction of the public safety facility project, the Town may be able to sell either 215 Main Street or the Massel Avenue property, as well as the 121 Faet Street site—estimated to be worth approximately \$400,000. These potential sales could bring the fund balance back to around \$1.5 million.

iii. Street Resurfacing Funds Overview: *Total available funds and allocation in the FY26 budget.*

Mr. Weichel reported that the street resurfacing project fund currently has a cash balance of \$501,500. With the addition of the upcoming budget allocation of \$325,000, the total available for resurfacing projects will be approximately \$826,000.

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In addition, the Town has a separate Powell Bill Fund with a current balance of \$111,674. This fund, which accumulates any annual surplus from the state's Powell Bill (a share of the state highway use tax), can be used for resurfacing, pothole repairs, sidewalk work, and street maintenance equipment. Some of these funds have already been used for recent pothole repairs.

Councilman Harvey noted that planned resurfacing work has been delayed due to state contractor availability being redirected due to Hurricane Helene. A previously discussed option included resurfacing 7.3 miles of streets, with the Town potentially borrowing part of the cost and repaying it over time using future Powell Bill allocations. The Town's Powell Bill revenue—based on population and street mileage—has increased from around \$140,000 in prior years to nearly \$200,000 this year.

iv. Pending Grants Overview – \$2.25 Million: *Status update and expected cash flow/reimbursement timelines.*

- \$500,000 Grant – Rec Center ADA Upgrades & Pool Dome: *Project scope and grant status update.* Mr. Weichel reported that the Town received a \$500,000 reimbursement grant for ADA improvements and pool bubble work. Most of the related work is scheduled for late September. Once the work is completed, the Town will compile the necessary documentation and submit for reimbursement.
- \$800,000 ARPA Grant – Lovelady Road Sewer Extension: *Update on project and funding timeline.* Mr. Weichel provided an update on the \$800,000 state appropriation for the Valdese Bluff's project. He confirmed that written approval has been received from DWI to proceed with a partial project since full funding is not yet available. The Town's engineers are working with the low bidder, Iron Mountain, to design a scope of work that fits the current budget—potentially including either part of the sewer line with the pump station or all of the sewer line without the pump station. The project is moving forward, and staff anticipates bringing a contract to Council for consideration at the August meeting.
- \$950,000 TIPPP/LAPP Grant – Massel Avenue Sidewalk: *Status update ahead of June 25 MPO/TAC final approval.* Mr. Weichel reported that there is no new update yet on the \$950,000 Massel Avenue sidewalk grant. A final determination is expected following a meeting of the Transportation Advisory Committee of the Greater Hickory Metropolitan Planning Organization, scheduled for Wednesday of this week.

Councilman Harvey emphasized that, when combined, recent grants total approximately \$2.25 million, including the \$500,000 ADA and pool cover grant, the \$800,000 Valdese Bluff's appropriation, and the potential \$950,000 for the Massel Avenue sidewalk project. He clarified that the Town did not lose any grants—rather, it repurposed funds from a previously declined \$1.1 million sidewalk project.

POOL COVER CAPITAL FUND DRIVE LAUNCH Councilman Harvey noted that Council approved a capital fundraising drive for the pool cover project back in December. He added that previous discussion suggested the Town might hire a firm to manage the drive, but Council has not made a final decision on that. Councilman Harvey also recounted the history of the project, explaining that the Town initially pursued a fixed pool cover structure to qualify for a \$500,000 grant. Estimates for the structure escalated significantly—from an initial \$700,000 estimate to \$1.3 million, and finally to \$1.8 million based on actual bids. In the process, the Town spent approximately \$90,000 on architectural services before determining the project was not financially feasible. He noted this cost drew down the reserve fund discussed earlier. A fundraising goal of \$300,000 had been proposed to help cover part of the anticipated cost.

Mr. Herms addressed Council regarding the approved fundraising effort for the pool cover project. He stated that staff could attempt to handle the fundraising internally, but we may have limited experience with such efforts. Alternatively, outside firms specializing in capital campaigns could be engaged, though he was unsure of their costs, which likely include a base fee and a percentage of funds raised. Mr. Herms requested direction from Council on whether to proceed in-house or pursue outside assistance. Given the lack of staff experience and potential workload, he suggested hiring a professional firm may be more effective. Mr. Herms proposed gathering proposals from fundraising firms and bringing those options back to Council—potentially at the August meeting.

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APPROVED FY 25-26 BUDGET HEARING & ORDINANCE ADOPTION Mayor Watts opened the Public Hearing at 6:10 p.m.

Mayor Watts asked if anyone else wished to speak.

JUSTIN RADABAUGH – 6823 MCGALLIARD POINTE DR NE, VALDESE Mr. Radabaugh inquired whether there would be a dedicated line item in future budgets for the ongoing maintenance and upkeep of the pool bubble once it is installed. He noted that similar items have sometimes been overlooked in the past. He asked for clarification on whether a specific line item would be created for the bubble.

AZZAM KAMAL – 329 N RODORET ST., VALDESE Mr. Kamal asked for clarification on the timing of the Rodoret Street sewer line replacement project.

Mr. Herms explained that the project is included in the FY25–26 budget, which begins July 1, 2025, and runs through June 30, 2026. While the exact start date for the project is not yet determined, the funds will be available beginning July 1, 2025, and the project is expected to begin sometime after that date.

Councilman Harvey noted that the total projected revenue in the new budget is approximately \$58,000 to \$59,000 less than the expected revenue at the close of FY24–25. He asked for a general explanation for the slight decrease, pointing out that in his experience, revenues are typically expected to increase year over year. Mr. Weichel explained that while this year's revenue projection is around \$58,000 less than the expected FY24–25 actuals, it is still a few hundred thousand dollars more than what was originally projected for last year. The main factor behind the difference is investment income. He emphasized the importance of conservative projections, noting that if conditions remain the same next year, actual revenues may exceed the current estimate. Councilman Harvey agreed with the conservative budgeting approach, especially for interest income, which isn't guaranteed until received. However, he noted that other major revenue sources—such as sales tax, facility rentals from the renovated Rock School, and income from restarting cold-weather swimming—should increase. Mr. Weichel also mentioned that ABC store revenues and community center memberships are up. While most revenues are trending upward, he acknowledged that the primary variable is investment income, which remains the biggest unknown.

Mr. Weichel responded to the public comments. He confirmed that the budget includes a dedicated line item for the ongoing maintenance, repair, setup, takedown, and storage of the new pool dome structure. This funding will be built into future budgets to cover these recurring costs. Regarding the Rodoret Street sewer line project, he stated that once the budget is adopted, engineers will prioritize the design work. The design phase is expected to be straightforward and completed soon, with bidding anticipated by September or October. Construction would commence thereafter, though exact timelines cannot yet be guaranteed.

RICK MCCLURD – 408 GARROU AVE SE, VALDESE Mr. McClurd praised Mr. Weichel for his exceptional work managing the Town's finances over the past several years. He acknowledged that he has saved the Town significant money and consistently ends the fiscal year with better financial results than initially projected. Mr. McClurd expressed his appreciation for Bo's efforts and the positive impact they have had on the Town of Valdese.

Mayor Watts asked if anyone else wished to speak. Hearing none, Mayor Watts closed the Public Hearing at 6:17 p.m.

Councilwoman Lowman requested an overview of the First Tryon Advisors financial advising program, which the Town is adopting in conjunction with the current budget process. Mr. Weichel explained that similar to the existing utility fund financial model, First Tryon will provide a financial model for the general fund. Additionally, they offer ongoing financial services, including leveraging their relationships with banks to secure favorable loan rates—something staff cannot easily do alone. They will also assist with the Local Government Commission (LGC) approval process for upcoming projects. Overall, First Tryon Advisors will serve as a comprehensive resource to ensure the Town's finances remain well-managed and aligned with future growth projections.

JUNE 23, 2025, MB#33
TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2025-2026

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

Section 1: The following amounts are hereby appropriated to the fund set forth for the operation of the town government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this town:

GENERAL FUND - OPERATIONS		\$	7,479,861
Governing Body	\$	51,313	
Administration		1,460,371	
Public Works		219,282	
Maintenance & Grounds		301,977	
Planning		79,725	
Police		1,376,492	
Fire		962,271	
Street		684,538	
Powell Bill		198,300	
Sanitation		379,534	
Recreation		1,084,127	
Tourism/Community Affairs		681,930	
GENERAL FUND - CAPITAL OUTLAY		\$	501,000
Governing Body	\$	-	
Administration		60,000	
Public Works		7,000	
Maintenance & Grounds		-	
Planning		-	
Police		67,000	
Fire		-	
Street		65,000	
Powell Bill		-	
Sanitation		230,000	
Recreation		42,000	
Tourism/Community Affairs		30,000	
WATER SEWER FUND - OPERATIONS		\$	5,777,700
Water	\$	2,187,725	
Wastewater		1,881,796	
Water & Sewer Construction		1,708,178	
WATER SEWER FUND - CAPITAL OUTLAY		\$	3,889,300
Water	\$	1,681,100	
Wastewater		154,200	
Water & Sewer Construction		2,054,000	
TOTAL BUDGET		\$	17,647,861

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**TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2025-2026**

Section 2: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2025 as follows:

GENERAL FUND	\$ 7,980,861
UTILITY FUND	9,667,000
TOTAL REVENUES	\$ 17,647,861

Section 3: There is hereby levied an ad valorem tax at the rate of forty-one and one half cents (\$0.415) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising a portion of the revenue listed in the General Fund appropriation in Section II of this ordinance. This rate, based upon an estimated total valuation of \$557,389,292 will generate a levy of \$2,287,489 with an estimated collection rate of 98.89%.

Section 4: As set forth in the Utility Fund Debt Service of the FY 2025-2026 budget document, the amount of \$490,635 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Section 5: As set forth in the General Fund Debt Service Section of the FY 2025-2026 budget document, the amount of \$214,865 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Section 6: The operating funds encumbered on the financial records of June 30, 2025 are hereby reappropriated into this budget.

Section 7: The corresponding "Fiscal Year 2025-2026 Rate and Fee Schedule" is approved with the adoption of this Annual Budget Ordinance.

Section 8: The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. He may transfer amounts between line-item expenditures within a department without limitation and without a report being required.
- b. He may transfer amounts of \$12,000 between departments of the same fund without a report being required.
- c. He may not transfer any amounts between funds or from any fund balance appropriation within any fund without approval of the Town Council.

Section 9: The Budget Officer is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Governing Body, for the following purposes:

- a. Form grant agreements to public and non-profit organizations
- b. Leases of routine business equipment
- c. Consultant, professional, or maintenance service agreements
- d. Purchase of supplies, materials, or equipment where formal bids are not required by law
- e. Applications for and agreements for acceptance of grant funds from federal, state, public, and non-profit organizations, and other funds from other governmental units, for services to be rendered which have been previously approved by the Governing Body
- f. Construction or repair projects
- g. Liability, health, life, disability, casualty, property, or other insurance or performance bonds

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TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2025-2026

- h. Other administrative contracts which include agreements adopted in accordance with the directives of the Governing Body.

Section 10: Copies of this budget ordinance and accompanying documents shall be furnished to the finance office, budget officer, and other department heads of the Town of Valdese to be kept on file by them for their direction in the disbursement of funds.

Upon introduction by Town Manager Wm. Todd Herms, motion to adopt by

Council _____, and seconded by Council _____, the vote
 was _____.

This ordinance is adopted on this the 23rd day June, 2025.

 Charles Watts., Mayor

Attest: _____
 Jessica Lail, Town Clerk

Councilwoman Zimmerman made a motion for the approval and adoption of the FY 2025-2026 Budget Ordinance, seconded by Councilman Ogle. The vote was unanimous, and motion carried.

Councilman Harvey made a motion to adopt the FY 2025-2026 Fee Schedules, FY 2025-2026 General Fund Capital Improvement Plan, and FY 2025-2026 Utility Capital Improvements Plan, seconded by Councilwoman Zimmerman. The vote was unanimous, and motion carried.

APPROVED AGREEMENT WITH WPCOG FOR PLANNING ASSISTANCE Mr. Weichel said this is a renewal of the current contract with the Western Piedmont Council of Governments (WPCOG) for planning assistance, as the Town currently does not have a Planning Director. The contract, included in the recently approved budget, extends for two years but includes a 30-day opt-out clause. This allows the Town to transition to a permanent Planning Director if one is hired before the contract ends, without being locked into the full term.

Councilwoman Ward raised a question based on a citizen's concern about whether the Town is covering costs that should be paid by the WPCOG, such as conference expenses. She confirmed her understanding that the Town only covers such costs if it explicitly agrees to do so, which was affirmed for the record.

JUNE 23, 2025, MB#33

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF VALDESE
FOR THE PROVISION OF
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2025- JUNE 30, 2027

This AGREEMENT, entered into on this the first day of July, 2025, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

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

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed \$56,390.00 (Fifty-six thousand three hundred and ninety dollars) during the period beginning July 1, 2025, and ending June 30, 2027, to provide planning service for a total of one day per week. These fees will be billed quarterly.
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4. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
 5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2025 and ending June 30, 2027.
 6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
 7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
 8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
 9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
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JUNE 23, 2025, MB#33

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL
OF GOV'TS.

By: _____
Mayor

By: _____
Executive Director

PLANNING AGENCY:

By: _____
Town Manager

By: _____
Chair

Pre-audit statement:

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

By: _____
Local Government Finance Officer

ATTACHMENT A
TOWN OF VALDESE
TECHNICAL PLANNING ASSISTANCE:
JULY 1, 2025 – JUNE 30, 2027
WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Western Piedmont Council of Governments for the Town of Valdese. The product(s) of the planning activities shall be:

WORK PROGRAM:

1. Zoning and Subdivision Code Management

Technical assistance will be provided with Zoning Enforcement.

Technical assistance will be provided in the administration of the Town's Zoning Ordinance and Subdivision Regulations. Technical planning advice and opinions will also be provided to the Town Council, Town Manager, Planning Board and Board of Adjustment.

Assistance to the public in interpretation of permitting and amendment regulations will be provided as directed by the Town Manager.

2. Other Duties as Directed by Town Manager or Town Council

It is understood that priority changes and/or substitutions may be made by the Town Manager or Town Council as needed in other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

COMPENSATION:

That for the purpose of providing the funds for carrying out this Contract, the Local Government will pay the Planning Agency a fee not to exceed \$56,390.00 (Fifty-six thousand three hundred and ninety dollars) during the period beginning July 1, 2025, and ending June 30, 2027, to provide planning service for a total of one day per week. These fees will be billed quarterly.

JUNE 23, 2025, MB#33

Councilman Harvey made a motion to approve the agreement with WPCOG for planning assistance, seconded by Councilwoman Zimmerman.

Councilman Harvey hopes that this is short term, and we find someone to do the job full-time. Councilman Ogle did not realize how important the planning job was.

The vote was unanimous, and motion carried.

APPROVED AGREEMENT WITH WPCOG FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT STORMWATER PARTNERSHIP Mr. Weichel presented the renewal of a two-year agreement with the WPCOG for continued support of the Western Piedmont Storm Water Partnership. He noted that the WPCOG provides specialized storm water management services and handles state reporting on behalf of the Town, making the partnership more cost-effective. The contract, included in the recently approved budget, will run through June 2027. This agreement is renewed every two years.

Mr. Herms added that Phase II storm water management is a federally mandated requirement that the Town must comply with. The work requires specialized expertise similar to that of a licensed engineer. He noted the difficulty in hiring someone with the necessary qualifications and explained that the WPCOG provides these services for over half of the 28 municipalities in the Unifour region. The partnership allows for shared resources, as the workload alone is not enough to support a full-time position in a single town. He added that storm water management involves inspecting and approving features like retention ponds on construction sites and managing runoff from impervious surfaces to help control flooding.

JUNE 23, 2025, MB#33

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
THE TOWN OF VALDESE
FOR ASSISTANCE IN SUPPORTING THE WESTERN PIEDMONT
STORMWATER PARTNERSHIP
JULY 1, 2025 – JUNE 30, 2027

This AGREEMENT, to be effective on the 1st day of July, 2025, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and the Town of Valdese, North Carolina (hereinafter referred to as the "Local Government");

WITNESSETH THAT:

WHEREAS, the Local Government is required to provide adequate staffing and funding to support the NPDES Phase II six minimum measures, including Stormwater Public Education and Outreach, Public Involvement, and Participation, Illicit Discharge Detection and Elimination, Construction Site Stormwater Runoff Control, Post-Construction Storm Water Management in New Development and Redevelopment, and Pollution Prevention/Good Housekeeping for Municipal Operations. ("Stormwater Partnership" hereinafter); and

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

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to support the NPDES Phase II six minimum measures through a Stormwater Partnership and;

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

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

1. Scope of Services. The Planning Agency will provide technical assistance to the Western Piedmont Stormwater Partnership. Technical assistance shall consist of the services described in EXHIBIT A, which is incorporated more fully by reference herein.
 2. Personnel. The Planning Agency will furnish the necessary trained personnel to the Local Government.
 3. Office/Equipment. The Planning Agency will provide office space, miscellaneous office supplies, office equipment, software, and hardware necessary to perform the work described in this contract.
 4. Compensation. The Local Government will pay the Planning Agency a regional
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Stormwater Partnership fee for services provided as part of the Agreement as outlined in Exhibit A. The Town of Valdese's calculated Stormwater Partnership fee for the period beginning July 1, 2025, and ending June 30, 2027, is not to exceed \$27,054.00 (twenty-seven thousand and fifty-four dollars). These fees will be billed in eight quarterly payments.

5. **Non-salary Expenses.** (a) The Planning Agency personnel's local travel mileage will be considered to be a part of the Scope of Work as outlined in Exhibit A.

(b) The Stormwater Partnership will pay for personnel's travel expenses related to attendance of conferences, conventions, and seminars if the events are related to the development of the Stormwater Partnership's program. Travel expenses shall include registration fees, hotel expenses, meals, and mileage. The Stormwater Partnership will pay for hotel, meals, and mileage costs at the prevailing local government rate.
 6. **Termination/Modifications.** The Local Government may terminate the Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.
 7. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed during the period beginning July 1, 2025, and ending June 30, 2027.
 8. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate or cause to be incorporated in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
 9. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
 10. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the
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JUNE 23, 2025, MB#33

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.

11. Section 504, Rehabilitation Act of 1973, as amended. No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

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

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF
GOVERNMENTS

By: _____
Town Manager

By: _____
Executive Director

Planning Agency:

By: _____
Town Clerk

By: _____
Chair

Preaudit statement:

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

By: _____
Local Government Finance Officer

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EXHIBIT A

THE TOWN OF VALDESE
WESTERN PIEDMONT STORMWATER PARTNERSHIP
JULY 1, 2025 – JUNE 30, 2027

PROGRAM OVERVIEW

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

The Western Piedmont Council of Governments staff will work with the Local Government's Staff to adapt the work plan and priorities as needed to satisfactorily implement requirements in NPDES Phase II Permits and management plans. WPCOG staff will support the local government with the Annual Audit, the Stormwater Management Plan Update and obtain a renewal for the NPDES Permit.

- Public Education and Outreach on Storm Water Impacts – The Planning Agency will fulfill the education and outreach component of the permit by developing workshops; arranging speakers; development of school partnerships and projects; preparing outreach materials; and presenting to various groups and at events, and other Education Outreach activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
- Public Involvement and Participation – The Planning Agency will manage planning and implementation of public events for stormwater information to the general public as well as coordination of volunteer programs for stormwater programs or stream cleanups, and other Public Involvement and Participation activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
- Illicit Discharge Detection and Elimination – The Planning Agency will conduct active investigation and enforcement of the Local Governments illicit discharge within the Local Governments jurisdiction and other Illicit Discharge Detection and Elimination activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
- Construction Site Stormwater Runoff Control – North Carolina Division of Environmental Quality is responsible for the Local Government's Construction Site Stormwater Runoff Control Program. Follow-up by the Planning Agency will occur.
- Post-Construction Storm Water Management in New Development and Redevelopment – The Planning Agency will manage the permitting process, annual reports, inspections, and files associated with Post Construction as required by the NPDES Phase II Permit

and outlined in the Local Government's Stormwater Management Plan.

- Pollution Prevention/Good Housekeeping for Municipal Operations – The Planning Agency will conduct education to Local Government employees and inspection of Local Government facilities for Pollution Prevention/Good Housekeeping activities as required by the NPDES Phase II Permit and outlined in the Local Government's Stormwater Management Plan.
-

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Councilman Ogle made a motion to approve the agreement with WPCOG for assistance in supporting the Western Piedmont Stormwater Partnership, seconded by Councilwoman Zimmerman. The vote was unanimous, and motion carried.

APPROVED AGREEMENT WITH FIRST TRYON FINANCIAL ADVISORS Mr. Weichel explained that the agreement with First Tryon includes starting the financial modeling previously discussed, as well as establishing a general services agreement. This will allow the Town to utilize their expertise as needed for specialized projects, such as securing loans.

Councilwoman Lowman made a motion to approve the agreement with First Tyron Financial Advisors, seconded by Councilwoman Ward.

Council confirmed that the agreement with First Tryon is for one year at a time, with an initial one-time fee of \$25,000. After that, the Town will pay for services as needed on an on-call basis. Mr. Weichel stated that, upon approval, the financial review work would begin promptly, with the goal of using the results in the upcoming budget process. He also noted that First Tryon would need the Town's audit report to begin their analysis.

The vote was unanimous, and motion carried.

(A copy of the 14-page agreement is available for review in the Clerk's Office.)

APPROVED RESOLUTIONS TO APPLY FOR SUPPLEMENTAL HELENE FUNDING THROUGH DWI

Mr. Weichel explained that a recent funding opportunity from the Division of Water Infrastructure (DWI) prompted the item's addition to the agenda, as the application deadline is August 1 and no Council meeting is scheduled before then. The DWI has \$650 million available for resiliency-focused water and wastewater projects in Western North Carolina, specifically for areas impacted by Hurricane Helene, which includes Valdese.

The Town is preparing a list of potential projects, such as infrastructure improvements that would allow water sharing between Valdese and Morganton during emergencies. He emphasized that the resolutions are preliminary steps that do not commit the Town to specific projects but allow staff to move forward with the application process.

Council was asked to approve two resolutions—one for water and one for wastewater. Mayor Watts noted this initiative complements existing work with the City of Lenoir to improve interconnection and water system resiliency, citing past outages due to hurricanes and ice storms.

JUNE 23, 2025, MB#33

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Valdese has need for and intends to construct projects described as the Raw Water Intake Relocation, Electrical Substation Replacement (for Raw Water Intake), and the Morganton-Valdese-Drexel Water Interconnect and

WHEREAS, The Town of Valdese intends to request State loan and/or grant assistance for the project(s) listed above from the SRF Funding for Hurricane Helene (SA-HMW) program implemented by the American Relief Act 2025 (PL 118-158),

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

That Town of Valdese, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Valdese to make a scheduled repayment of the loan, to withhold from the Town of Valdese any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, including the City of Morganton and the Town of Drexel.

That Bo Weichel, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the _____ of June, 2025 at the Valdese Town Hall, North Carolina.

JUNE 23, 2025, MB#33
FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 23rd day of June, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of June 2025.

(Signature of Recording Officer)

(Title of Recording Officer)

Note: an Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer.

JUNE 23, 2025, MB#33

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Valdese has need for and intends to construct projects described as the Aeration Basin Rehabilitation, Sewer Line Rehabilitation, Biosolids Project, and Sewer Extension for Septic Removal and

WHEREAS, The Town of Valdese intends to request State loan and/or grant assistance for the project(s) listed above from the SRF Funding for Hurricane Helene (SA-HMW) program implemented by the American Relief Act 2025 (PL 118-158),

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

That Town of Valdese, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Valdese to make a scheduled repayment of the loan, to withhold from the Town of Valdese any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Bo Weichel, Assistant Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the _____ of June, 2025 at the Valdese Town Hall, North Carolina.

JUNE 23, 2025, MB#33
FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 23rd day of June, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this the _____ day of June 2025.

 (Signature of Recording Officer)

 (Title of Recording Officer)

Note: an Attestation by the Clerk/Recording Officer may be used in lieu of the Form for Certification by the Recording Officer.

Councilman Harvey made a motion to approve the Resolutions to apply for supplemental Helene SFR water funds and to apply for supplemental Helene SRF wastewater funds, seconded by Councilwoman Lowman. The vote was unanimous, and motion carried.

MANAGER'S REPORT Town Manager Todd Herms reported:

D.R. Reynolds Design-Build Contract Status - Mr. Herms provided an update on the DR Reynolds design-build contract, stating that staff met on-site with the firm to review all project properties. A draft contract is expected for attorney review in early July, with the goal of presenting it to Council in August. DR Reynolds is anticipated to return with cost estimates for the proposed projects by December. Mr. Herms also informed Council and the public that, while Council will remain fully informed, not every non-budgetary decision can be brought before the board monthly to avoid delays. He clarified that he will make necessary non-budgetary project management decisions when appropriate but will bring any significant changes or controversial items back to Council, including calling a special meeting if needed.

Family Friday Nights Summer Concert Series continues each Friday on Temple Field from 7:00 p.m. – 10:00 p.m. until August 29, 2025

Valdese Independence Day Celebration, Friday, July 4, 2025, 6:00 p.m., Main Street, see full event schedule at visitvaldese.com.

Old Colony Players presents the Historic Outdoor Drama From This Day Forward, July 11 - August 9, Fred B. Cranford Amphitheatre - Fridays & Saturdays 8:00 p.m.

Next Agenda Review Council meeting is scheduled for Monday, July 28, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

JUNE 23, 2025, MB#33

Next Regular Council meeting scheduled for Monday, August 4, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

MAYOR AND COUNCIL COMMENTS: Councilman Harvey requested permission from the Mayor and Council to take a few minutes to address upcoming events prior to the next Council meeting on July 28. He noted the importance of two significant events: the Town's July 4th celebration of Independence Day and the opening of the candidate filing period on July 7 for four Council seats, including the Mayor and representatives for Wards 1, 2, and 3. Councilman Harvey announced that he would not be seeking re-election for his Ward 1 seat and would not be campaigning for any other candidate. He then addressed the public with prepared remarks, encouraging citizens who care about Valdese to consider running for office. He emphasized three main points:

1. Now is a great time to serve. He cited recent changes that made running for office more accessible, including the Council's decision to remove itself from the employee health insurance plan—resulting in a \$30,000 annual savings for the Town—and current Council compensation of \$8,000 for members and \$10,000 for the Mayor.
2. Serving on Council can be a personally inspiring experience. He shared stories from his time campaigning in 2023, including visiting over 400 homes and having meaningful conversations with residents from all walks of life, which he found deeply motivating and reflective of the town's strong community spirit.
3. Oversight of taxpayer dollars is critical. He expressed concern over what he described as indications of a political action committee forming, led by someone who does not reside in Valdese. He stated that the committee had hosted a fundraiser and launched a website to support four individuals who had not yet officially filed.

A brief exchange between Councilman Harvey, Mayor Watts, and Attorney Swanson followed regarding rules of procedure and the boundary between personal opinion and official council conduct.

Councilwoman Ward urged civility and wisdom in the weeks ahead, encouraging all involved to focus on unity, kindness, and avoiding further political division during the upcoming election season.

CLOSED SESSION: At 7:07 p.m., Councilwoman Zimmerman made a motion to go into **Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

At 7:39 p.m., Councilwoman Lowman made a motion to go out of Closed Session, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

ADJOURNMENT: At 7:40 p.m., there being no further business to come before Council, Councilwoman Zimmerman made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

Town Clerk

Mayor

jl

JULY 11, 2025, MB#33

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL CALLED MEETING
JULY 11, 2025**

The Town of Valdese Town Council met on Friday, July 11, 2025, at 2:00 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 Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Heather Ward

A quorum was present.

Mayor Charles Watts opened the meeting.

Due to Attorney Swanson being on a tight schedule, Councilman Harvey made a motion to move the first item on the agenda to follow the Closed Session. The motion failed for lack of a second.

COUNCIL RECAP – HOW IS FY 25-26 GOING SO FAR

Town Finances - Mr. Herms reported that the new fiscal year began on July 1, and as of July 11, there have been no surprises. Revenues and expenditures are proceeding as expected.

Independence Day Celebration – Mr. Herms reported that the Independence Day celebration went smoothly overall. There were a few heat-related calls, but traffic was manageable despite the large crowd downtown. Feedback from attendees was very positive. Planning for next year's event is already underway, with entertainment being booked in advance for July 4th, unless Council decides to change the date.

Trash and Recycling Changeover – Mr. Herms reported that the transition to the new trash and recycling services is experiencing some growing pains. One of the main issues is that Simply Green begins routes much earlier in the morning than Republic Services did, leading some residents to believe their pickups were missed when the trucks had already come through. Staff is working on educating residents to place their cans out the night before. Simply Green and the Town are still adjusting to each other's processes. Republic is expected to have all old cans picked up by the end of the day, or early next week at the latest.

Councilman Harvey noted that the Town has invested over half a million dollars in the recent changeover to new trash and recycling services. He requested that the Town Manager take a closer look at the entire process, including both Simply Green's services and the work being done by Town staff. He expressed concern about potential duplicative efforts and costs, and suggested exploring more efficient options.

Mr. Herms responded that the Town has already begun analyzing the entire trash and recycling process following the switchover. He credited Allen and his team for identifying several areas for improvement, some of which are already being implemented. Additionally, a billing audit revealed multiple accounts that had previously been missed, and addressing these has improved efficiency.

Unified Development Ordinance (UDO) – Mr. Herms reported that, to date, no zoning permits have been applied for under the new UDO, which took effect on July 1, 2025. He noted that Tim, Allison, and Ben Hitchens are currently reviewing the document closely to identify and correct any typos or formatting issues that may have occurred during the transition. Attorney Swanson noted that minor clerical changes can be made without Council approval, but any substantive amendments will be brought back to Council for consideration.

Recreation Center Renovations - Mr. Herms reported that concrete ramps in front of the Rec Center and either the pickleball or tennis courts (both located in the same area) are scheduled to be poured next week. Following that, rail installation and painting will take place. The goal is to complete all work by the weekend of the festival. The pool enclosure project remains on track to begin in mid-October.

JULY 11, 2025, MB#33

Councilman Harvey asked if the work was interfering with the use of the swimming pool. Mr. Herms confirmed that the construction work is not interfering with use of the swimming pool. There have been minor traffic slowdowns due to workers on site, but no major issues. The primary challenge has been frequent and heavy rainfall, which has caused delays by requiring time for the area to dry out before work can resume.

CLOSED SESSION: At 2:09 p.m., Councilwoman Lowman made a motion to go into **Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged, seconded by Councilwoman Zimmerman. The vote was unanimous and motion carried.

At 2:52 p.m., Councilman Harvey made a motion to go out of Closed Session, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

ADJOURNMENT: At 2:53 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Zimmerman. 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, Assistant Town Manager / CFO

Subject: Valdese Community Center - Compromised Water Pipe Replacement and Repairs

Meeting: August 4, 2025

Presenter: Bo Weichel, Assistant Town Manager / CFO

ITEM OF INTEREST:

Emergency repair of a 10" sewer line.

BACKGROUND INFORMATION:

The Town of Valdese recently encountered a critical failure of a 10-inch sewer line located on the Meridian Specialty Yarn property. The existing cast iron line had been in service for many years and had deteriorated extensively due to exposure to chemicals discharged from industrial processes. This deterioration created a significant risk of sewer system failure, potential environmental impact, and operational disruptions for both the facility and the Town's sewer network.

To address this issue promptly and effectively, the Town engaged Iron Mountain Construction Co., Inc. to perform an emergency repair and replacement. The scope of work included:

- Installation of 177 linear feet of new 10-inch SDR36 sewer pipe designed to resist chemical exposure and extend service life.
- Rerouting the new line to optimize the alignment with existing manholes, thereby avoiding any construction or disturbance under Main Street.
- Installation of a 4-foot diameter doghouse manhole to tie in the new alignment.
- Tie-in to the existing manhole and site stabilization, including seeding upon completion.
- Abandonment of the old cast iron line under Main Street by pumping it full of concrete, preventing future voids or failures.
- Blasting rock as required due to site conditions.

This emergency repair not only resolves the immediate failure but also provides a long-term, chemically resistant solution while eliminating future risks and costly disruptions along Main Street.

Given the urgent nature of the sewer line failure, the specialized site conditions, and the need to ensure uninterrupted service to a major industrial customer, this project was necessary and justified.

BUDGET IMPACT:

Budget amendment from Utility Fund not to exceed \$75,000.

RECOMMENDATION / OPTIONS:

Approve budget amendment for emergency repairs.

LIST OF ATTACHMENTS:

Budget amendment #1-30

Valdese Town Council Meeting

Monday, August 4, 2025

Budget Amendment #

1-30

Subject:

Sewer Line repair

Description:

Town owned 10" sewer line on Meridian Specialty Yarn property

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appr.		75,000
Total		\$0	\$75,000

Amounts appropriated for expenditure are hereby amended as follows:

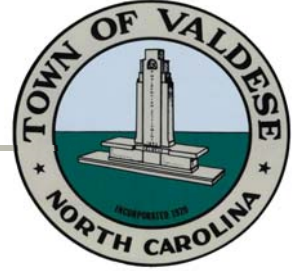
Account Description		Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	75,000	
Total		\$75,000	\$0

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.

Town of Valdese

AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Alison Adams, WPCOG Planning Director

Subject: Annexation Contiguous Property - Montanya View Circle

Meeting: August 4, 2025

Presenter: Alison Adams

ITEM OF INTEREST:

Mark Rostan petitioned the Town of Valdese to annex parcel number 2742370517, located at 0 Montanya View Cir. The parcel is currently contiguous to the Town of Valdese Town Limits. Upon annexation of the property Mr. Rostan will also be requesting the property to be rezoned to reflect a town zoning district. +

BACKGROUND INFORMATION:

Mark Rostan petitioned the town on May 27, 2025. Upon Council approving two resolutions at the July 28, 2025 meeting the clerk has investigated and the public hearing set. The clerk certified the request sufficient on July 29, 2025. The request for public hearing was printed in the newspaper two consecutive times July 19, 2025 and July 26, 2025 and the property was been posted. All legal notice requirements have been met. If the annexation request is approved by Council the map will then be signed and sent to the Secretary of States' Office and all other required governmental offices notifying a change in the boundary of the town.

BUDGET IMPACT:

Unknown

RECOMMENDATION / OPTIONS:

Staff recommends holding a public hearing for the annexation of parcel number 2742370517, 0 Montanya View Circle

LIST OF ATTACHMENTS:

Annexation Petition
Signed Resolution - Clerk Sufficiency
Signed Resolution - Setting the public hearing date
Legal Ad
Ordinance Extending Corporate Limits

TOWN OF VALDESE, NORTH CAROLINA

For questions about this petition form or the annexation procedure, please contact the Town Clerk at to schedule a pre-application meeting.

PETITION FOR ANNEXATION OF A CONTIGUOUS AREA

Date May 27, 2025

Petition Number: 2025-1

TO: THE TOWN CLERK AND THE TOWN COUNCIL:

I (we) the undersigned owners of real property respectfully request that the area described in Paragraphs 2 and 3 below be annexed into the Town of Valdese in accordance with G.S. 160A-31 (annexation by petition), which states that a Town may annex any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all real property located within such area.

☒ Contiguous - For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

☐ We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. If zoning vested rights are claimed, indicate below and attach proof.

Do you declare vested rights? Yes _____ No ☒

(Note: If the property title is listed in both husband's and wife's names, both are required to sign the petition. For land owned by a corporation, the registered agent on file with the NC Secretary of State is required to sign the petition. Attach additional sheets as necessary):

Name (signature):

James Edwards Rottman

Address:

3270 Montanya View Dr
Valdese, NC

2. In order to assist the Town in locating the property to be annexed, please provide as much of the following information as possible:

Property Address(es): 3270 Montanya View Dr, 0 Montanya View Cir

NC PIN(s): 274237253, 2742370517

Township: Lovelady

Tax Map(s) _____, Block(s) _____, Lot(s) _____

Deed Book 2788

Page 587

3. The area to be annexed is contiguous to the Town and the boundaries of such territory are as follows:

(Note: boundaries should be described as a "metes and bounds" legal description—type below and/or attach additional sheets as necessary)

4. The petitioner attaches hereto and submits as part of the petition: A plat, suitable for recordation in the office of the Burke County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Valdese.

5. The governing board shall have the authority to make the annexing ordinance effective immediately or on any specified date within six months from the date of passage of the ordinance. The newly annexed territory shall be subject to municipal taxes levied for the fiscal year following the date of annexation as explained in G.S. 160A-31.

OFFICIAL USE ONLY:

Planning Department received annexation petition on 5/28/2025.

The petition was certified as sufficient by the Town Clerk and Town Council on _____.

Town Council called for a hearing on _____.

The legal notice was published on _____ in the Newspaper. (Note: must be 10 Days prior to public hearing).

The public hearing was held on _____.

Town Council action after public hearing _____.

Filed with Register of Deeds and Secretary of State Office on _____.

Town Clerk (signature)

Date

PETITION REQUESTING ANNEXATION

Date: May 27, 2025

To the Town Council of the Town of Valdese.

I. We, the undersigned owners of real property, respectfully request that the area described in Paragraph 2 below be annexed to the Town of Valdese.

2. The area to be annexed is contiguous to the Town of Valdese and the boundaries of such territory are as follows:

Remaining portion of Tract 1 of the Plat recorded in Book 34, Page 221 and Deed Book: 2788, Page 587, that was not incorporated into the city limits.

Plat is attached for reference. It is the southern portion of the lot(s) that state "Part of 270246279575 to be recombined with 274206373669 John P Rostan III, DB 873 PG 590-Tract 1, 1.68 acres" and is bordered on the southern side by a creek.

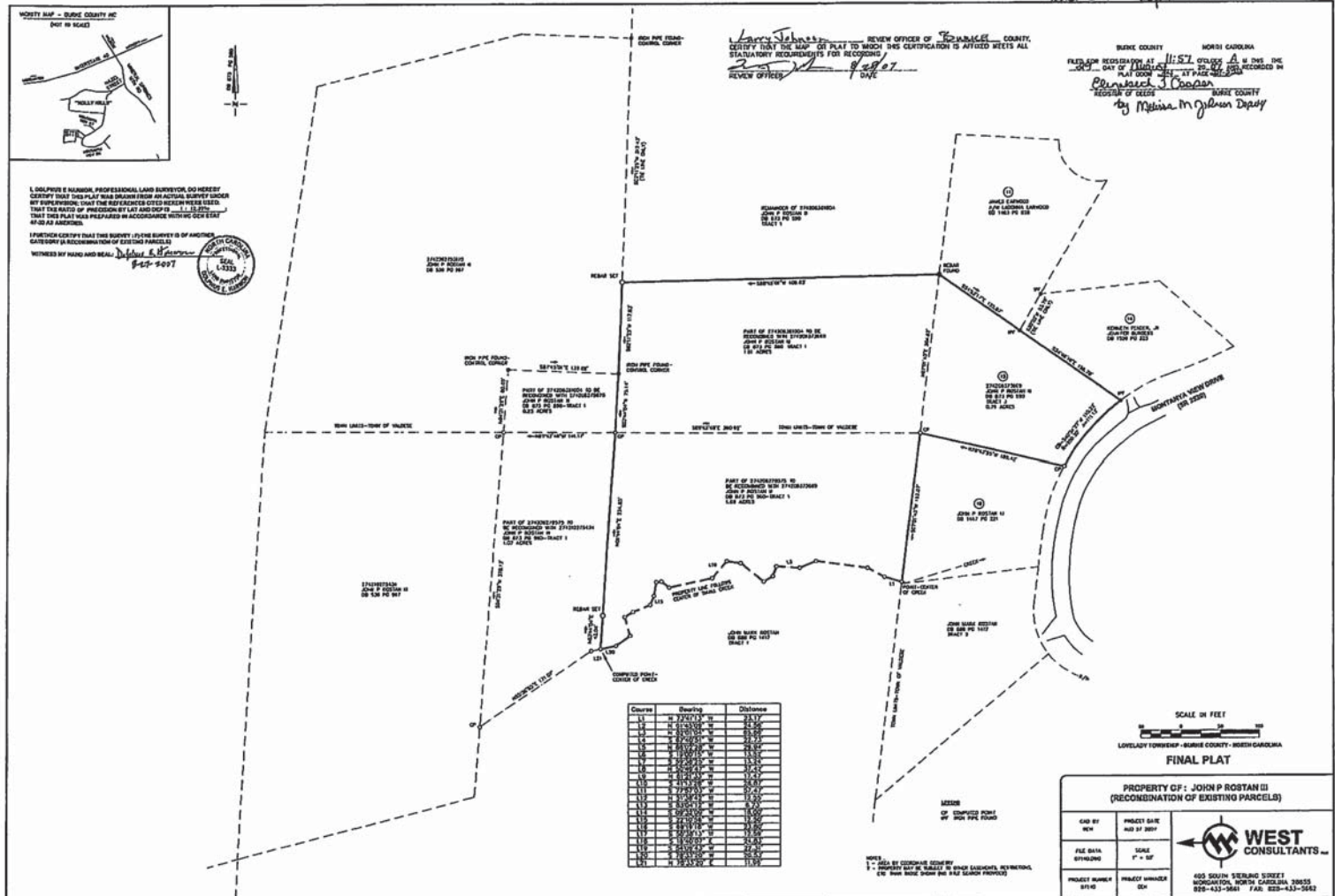
TAX PIN NO.: 2742370517

REID: 66883

/s/ John Mark and Leslie Edwards Rostan


Signature and Address

3270 Montanya View Drive, Valdese, NC



INSTRUMENT OF COMBINATION

Prepared by: Beyer & Lippert, PLLC
Richard W. Beyer
Attorney At Law
PO Box 2100
Morganton, NC 28680

NORTH CAROLINA

BURKE COUNTY

This Instrument of Combination is made the 31 day of January 2025, by John Mark Rostan and wife, Leslie E. Rostan whose mailing address is Post Office Box 758, Valdese, North Carolina 28690;

WITNESSETH:

THAT WHEREAS, John Mark Rostan and wife, Leslie E. Rostan own certain tracts of real property located in Burke County, North Carolina, which were acquired by the following deed:

Deed from John Mark Rostan to John Mark Rostan and wife, Leslie Edwards Rostan recorded in Book 1965, Page 193 in the Office of the Register of Deeds for Burke County. The specific tracts to be combined herein are identified by Tax PIN: 2742373524, Tax PIN 2742370546.001 and Tax PIN 2742370546 and Tax REID#'s: 40767, 57099 and 41210; and

WHEREAS, John Mark Rostan and wife, Leslie Edwards Rostan wish combine these properties into a single tract of land that will be described by one common boundary line for the purpose of complying with applicable provisions of the Burke county Zoning and Subdivision Ordinances: and

WHEREAS, this is a limited, special purposes instrument executed for the reason stated, is not a conveyance and does not change nor modify in any manner the ownership interests in the

1

SEE EXHIBIT "A" ATTACHED

Submitted electronically by "Beyer & Lippert, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Burke County Register of Deeds.

described property; and

WHEREAS, by execution and recordation of this Instrument of Combination, the described properties are combined into one tax parcel for ad valorem taxes, and that property will be considered as one parcel for subdivision and zoning purposes.

IN WITNESS WHEREOF, John Mark Rostan and wife, Leslie E. Rostan have set their hands and seals the day and year first above written.

John Mark Rostan (SEAL) Leslie Edwards Rostan (SEAL)
JOHN MARK ROSTAN LESLIE EDWARDS ROSTAN

NORTH CAROLINA, BURKE COUNTY

I, Susie D. Hicks, the undersigned Notary Public of the County and State aforesaid, certify that John Mark Rostan and wife, Leslie Edwards Rostan, personally came before me this day and acknowledged the foregoing instrument. Witness my hand and notarial stamp this the 31 day of January, 2025.

Susie D. Hicks
Notary Public

My Commission Expires: 09/10/2027

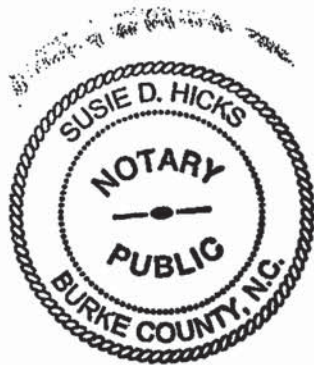


EXHIBIT "A"**TRACT I:**

BEING all of Tract 1 containing 1.81 acres referred to on plat as "part of 274206381004 to be recombined with 274206373669" and Tract 3 containing 0.79 acres, both as shown on survey prepared by West Consultants, PLLC dated August 27, 2007 entitled "Property of John P. Rostan, III (recombination of existing parcels)" and recorded August 29, 2007 in Plat Book 34, Pages 221-222. Reference to said plat is hereby made for greater certainty of description.

BACK REFERENCE: Book 1965, Page 193, Burke County Registry.

TAX ID#: 2742370546

REID#: 41210

TRACT II:

BEING all of Tract 2 containing 1.68 acres referred to on plat as "part of 274206279575 to be recombined with 274206373669 as shown on survey prepared by West Consultants, PLLC dated August 27, 2007 entitled "Property of John P. Rostan, III (recombination of existing parcels)" and recorded August 27, 2007 in Plat Book 34, Pages 221-222, Burke County Registry. Reference to said plat is hereby made for greater certainty of description.

BACK REFERENCE: Book 1965, Page 193, Burke County Registry.

TAX ID#: 2742370546

REID#: 57099

TRACT III:

BEGINNING at a point in the line of Dr. Yates Palmer and running thence North 83° 01' 17" East 177.14 feet to a point in the westerly margin of the right of way of a 60-foot unnamed right of way, thence two courses and distances as follows with the margin of said right of way (1) North 7° 04' East 43.24 feet to a point and (2) with the arc of a curve to the right 90.61 feet (CB=North 17° 31' East, CD=90.12 feet) to a point at the southeasterly corner of Lot 15, thence with the southerly line of Lot 15 North 76° 41' 38" West 189.43 feet to a point in the line with Palmer's, thence with the Palmer line South 7° 04' West 195.00 feet to the BEGINNING point, the same being Lot 16 as shown on a plat of property of Mr. W. J. Stewart prepared by Piedmont Surveying Co., dated July, 1974.

TOGETHER WITH a non-exclusive, perpetual right of way and easement for purposes of ingress, egress and regress over that certain unnamed street, road and cul-de-sac shown on the aforesaid

survey as adjoining property hereby conveyed and extending to Montanya Street (SR 2520)

BACK REFERENCE: Book 1965, Page 193, Burke County Registry.

TAX ID#: 2742373524

REID#: 40767

LEGAL NOTICES

CONTINUED FROM PRECEDING PAGE

rations having claims against **Barbara Kay Hayzlip Baldrige**, deceased, are notified to exhibit them to Gary S. Lykins, Executor of the decedent's estate, on or before October 23rd, 2025 at 209 Rodoret St. North, Valdesse, NC 28690 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 19th day of July, 2025.
John A. McMillen, Estate of Barbara Kay Hayzlip Baldrige
John A. McMillen, Attorney
McMillen Legal, P.A.
209 Rodoret St. North
Valdesse, NC 28690
2721-313557
07/19/25, 07/26/25, 08/02/25, 08/09/25

NORTH CAROLINA BURKE COUNTY File No: E 000509 NOTICE

Having qualified as Executor of the **Estate of Geraldine Mae Short** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 19, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 19 day of July, 2025.

Thomas N Short, Executor
4652 High Hills Avenue
Morganton, NC 28655
2721-313558
07/19/25, 07/26/25, 08/02/25, 08/09/25

NORTH CAROLINA BURKE COUNTY File No: E 000566 NOTICE

Having qualified as Executor of the **Estate of Reba W Berry** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 19, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 19 day of July, 2025.

Kevin Berry, Executor
2986 High Peak Road
Valdesse, NC 28690
2721-313556
07/19/25, 07/26/25, 08/02/25, 08/09/25

TOWN OF VALDESSE NOTICE OF PUBLIC HEARING

The public shall hereby take notice that on Monday, August 4, 2025, at 6:00 pm, the Town of Valdesse Council will hold a public hearing at Valdesse Town Hall in the Council Chambers of the Valdesse Town Hall, at 102 Massel Avenue SW, to consider an application for voluntary contiguous annexation and initial zoning for the property addressed 0 Montanya View Cir (PIN 2742370517). All residents of the Town of Valdesse are invited to attend the meeting and present their comments. For additional information, please contact Town of Valdesse Planning (828)879-2124 or planning@valdesenc.gov.

Request for accommodations by persons with disabilities should contact Jessica Laili, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.
2721-313130
07/19/25, 07/26/25

NORTH CAROLINA BURKE COUNTY NOTICE

Having qualified as Administrator of the **Estate of Harold Benjamin Rowe** this is to notify all persons having claims against said estate to present them to the undersigned on or before the 19th day of October, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This the 19th day of July, 2025.

Kimberly Lee
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-313195
07/19/25, 07/26/25, 08/02/25, 08/09/25

TOWN OF VALDESSE NOTICE OF PUBLIC HEARING

The public shall hereby take notice that on Monday, August 4, 2025, at 5:00 pm, the Town

of Valdesse Council will hold a public hearing at Valdesse Town Hall in the Council Chambers of the Valdesse Town Hall, at 102 Massel Avenue SW, to consider a Special Use Permit application for the property addressed 800 Pineburr Ave SE (PIN 2743136398). All residents of the Town of Valdesse are invited to attend the meeting and present their comments. For additional information, please contact Town of Valdesse Planning (828)879-2124 or planning@valdesenc.gov.

Request for accommodations by persons with disabilities should contact Jessica Laili, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.
2721-313207
07/19/25, 07/26/25

NOTICE TO CREDITORS

Having qualified as Executor of the **Estate of Sarah Lou D. Deal**, deceased, late of Burke County, North Carolina, this is to notify all persons having claims against the estate of said decedent to present them to the undersigned, in care of the attorneys for the estate at their address shown below, on or before the 20th day of October, 2025 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 16th day of July, 2025.
Ray E. Deal, Jr., Executor of the Estate of Sarah Lou D. Deal

Byrd, Byrd, McMahon & Denton, PA
PO Box 1269
Morganton, NC 28680
2721-313433
07/19/25, 07/26/25, 08/02/25, 08/09/25

NORTH CAROLINA BURKE COUNTY File No: 2025 E 535 NOTICE

Having qualified as Executor of the **Estate of Evelyn Hart Johnson aka Toye Evelyn Hart Johnson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 12, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 12 day of July, 2025.

Toye Karen Johnson, Executor
3209 Winchelsea Dr
Charlotte, NC 28212
2721-312405
07/12/25, 07/19/25, 07/26/25, 08/02/25

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA - BURKE COUNTY IN THE GENERAL COURT OF JUSTICE - DISTRICT COURT DIVISION FILE NO. 24 CV 1335 - LINDA LUSK MENDOZA VS. GASPAR MENDEZ MENDOZA TO: GASPAR MENDEZ MENDOZA

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief sought is: ABSOLUTE DIVORCE. You are required to make a defense to such pleading no later than August 11, 2025 and upon your failure to do so the party seeking service against you will apply to the Court for the relief sought.

This the 12th day of July, 2025
M. Alan LeCroy, Attorney for Plaintiff
LECROY LAW FIRM, PLLC
PO Drawer 1785
Morganton NC 28680
2721-312777
07/12/25, 07/19/25, 07/26/25

NOTICE OF SERVICE BY PROCESS BY PUBLICATION IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 25 CVD 540 NORTH CAROLINA BURKE COUNTY

Burke County, A Body Politic and Corporate vs. Douglas Molina, Unknown Spouse of Douglas Molina, Town of Valdesse, Lienholder, Lake Rhodhiss Estates Association, Inc., a/k/a Lake Rhodhiss Estates Assn Inc, Lienholder, Bond Safeguard Insurance Company, n/k/a Somo International Holdings Ltd., successor in interest to Branch Banking And Trust Company, Lienholder

This the 12th day of July 2025.
John A. McMillen, Estate of Michael John Deangelus

Estates Assn Inc, Lienholder, Bond Safeguard Insurance Company, n/k/a Somo International Holdings Ltd., Successor in interest to Branch Banking And Trust Company, Lienholder

Take notice that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief being sought is as follows:

Foreclosure sale to satisfy unpaid property taxes owing to Burke County on your interest in the property described as follows:

BEING all of Lot No. 134 of the Community now known as Lake Rhodhiss Estates, as more particularly described in that certain plat entitled, "The Settings of Lake Rhodhiss-Phase 1" as recorded in Plat Book 33, Page 107 of the Burke County Registry to which said plat reference is hereby made for greater certainty of description and incorporated herein by reference.

Together with and subject to easements, restrictions, water rights and rights of way of record, and matters of survey.

Also being identified as REID# 53171, Burke County Tax Office. Address (Per tax office records and not warranted): 227 Table Rock Tree NW

Plaintiff seeks to extinguish any and all claims and interests that you may have in the property, to have a commissioner appointed to sell the Property and to deliver to the purchaser a deed to said real estate in fee simple, free and clear of all encumbrances, and that the interests and equities of redemption of the Defendants in the property be forever barred and foreclosed.

You are required to make defense to such pleading no later than August 22, 2025 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This day of June 25, 2025.

E. Lauren Watson Hubbard
Attorney for Plaintiff
Capital Center
82 Patton Avenue, Suite 500
Asheville, North Carolina 28801
(828) 252-8010
2721-311429
07/12/25, 07/19/25, 07/26/25

STATE OF NORTH CAROLINA COUNTY OF BURKE IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 25 CVD 854 JENNIFER DOCKERY MULL V. STEVEN PATRICK MULL NOTICE OF SERVICE PROCESS BY PUBLICATION

TO: STEVEN PATRICK MULL, DEFENDANT

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-action. The nature of the relief being sought is as follows: Absolute Divorce. This pleading has been filed by Jennifer Dockery Mull. You are required to make a defense to such pleading no later than the 21st day of August, 2025, said date being 40 days from the first publication of this notice; and upon failure to do so the party seeking service against you will apply to the court for the relief sought. You must serve a copy of the written response (Answer) on the Plaintiff's attorney at the address below.

This notice was given the 12th day of July, 2025

Robert K. Denton
Attorney for the Plaintiff
Post Office Drawer 1269
Morganton, NC 28655
828-437-4220
2721-312370
07/12/25, 07/19/25, 07/26/25

NOTICE TO CREDITORS AND DEBTORS In the Estate of Michael John Deangelus Estate File 25 E 152

All persons, firms and corporations having claims against Michael John Deangelus, deceased, are notified to exhibit them to Maria T. McCoy, Executor of the decedent's estate, on or before October 13th, 2025 at 209 Rodoret St. North, Valdesse, NC 28690 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 12th day of July 2025.
John A. McMillen, Estate of Michael John Deangelus

John A. McMillen, Attorney
McMillen Legal, P.A.

209 Rodoret St.
North Valdesse, NC 28690
2721-312774
07/12/25, 07/19/25, 07/26/25, 08/02/25

NORTH CAROLINA BURKE COUNTY File No: E 000461 NOTICE

Having qualified as Executor of the **Estate of Mary Martha Hicks Peterson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 12, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 12 day of July, 2025.

Cathy Peterson, Executor
2703 Stoney Place Ct
Charlotte, NC 28262
2721-312556
07/12/25, 07/19/25, 07/26/25, 08/02/25

NORTH CAROLINA BURKE COUNTY NOTICE

Having qualified as Executrix of the **Estate of Candice Harris Smith**, this is to notify all persons having claims against said estate to present them to the undersigned on or before the 12th day of October, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate, please make immediate payment to the undersigned.

This is the 12th day of July, 2025.

Betsy Steele
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-312848
07/12/25, 07/19/25, 07/26/25, 08/02/25

NORTH CAROLINA BURKE COUNTY Estate of Edna P. Brendle, A.K.A. Edna P. Boyles File No. 25 E 532 Notice to Creditors and Debtors

The undersigned, as attorney for the Estate of Edna P. Brendle, A.K.A. Edna P. Boyles, deceased of Burke County, NC, is notifying all persons, firms and corporations having claims against the said estate to present them, duly verified, to the undersigned on or before October 5, 2025, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate are notified to make immediate payment.

This the 5th day of July, 2025.
Roderick H. Wilcox, Jr., Attorney
Estate of Edna P. Brendle, A.K.A. Edna P. Boyles
Willcox Law Firm, PLLC
P.O. Box 442
Morganton NC 28680
07/05/25, 07/12/25, 07/19/25, 07/26/25

NORTH CAROLINA BURKE COUNTY File No: 2025 E 000494 NOTICE

Having qualified as Executor of the **Estate of Johnny Dale Thompson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Lonnie Thompson, Executor
950 Hopewell Rd
Morganton, NC 28655
2721-310992
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY File No: 2025 E 000510 NOTICE

Having qualified as Executor of the **Estate of Marvin Wayne Ingle** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Evelyn Swink, Executor
6846 AP Ingle St

Connelly Springs, NC 28612
2721-311255
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY File No: E 000401 NOTICE

Having qualified as Executor of the **Estate of Elizabeth Ann Lucas Adams** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Margaret M. Adams, Executor
3104 Mill Run Dr.
Morganton, NC 28655
2721-311063
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY File No: 25E511 NOTICE

Having qualified as Co-Executors of the **Estate of Theresa Kay Ramsey** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

James Ramsey and
Jamie Brittain, Executors
1218 Harrison Carswell Ave.
Morganton, NC 28655
2721-311395
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY File No: E 000500 NOTICE

Having qualified as Executor of the **Estate of Linda Elizabeth Powell Ramsey** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of the recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Charles Trenton Ramsey, Executor
2229 Zion Road
Morganton, NC 28655
2721-310794
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY File No: E 000506 NOTICE

Having qualified as Executor of the **Estate of Oma Belle Carswell Crawley** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Tammy Crawley Lane , Executor
4466 Patton Road
Morganton, NC 28655
2721-310987
06/28/25, 07/05/25, 07/12/25, 07/19/25

NORTH CAROLINA BURKE COUNTY NOTICE

Having qualified as Executrix of the **Estate of Virgene A. Kullema** this is to notify all persons having claims against said estate to present them to the undersigned on or before the 28th day of September, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This the 28th day of June, 2025.

Linda S. Croom
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-310748
06/28/25, 07/05/25, 07/12/25, 07/19/25

To submit a legal ad, email it to
thepaper@legalnoticeservice.com.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on May 27, 2025 by the Town Council of the Town of Valdese; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Valdese, deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese that the Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Town Council the result of her investigation.



Mayor

ATTEST:



Clerk

Adopted: 07/28/2025



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of the Town of Valdese has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Valdese Town Hall, Council Chambers at 6:00 p.m. on the 4th day of August, 2025.

Section 2. The area proposed for contiguous voluntary annexation is described as follows:

Being all of that tract containing 1.61 acres and being referred to as "PART OF 274206279575 TO BE RECOMBINED WITH 274206373669" as shown on survey prepared by West Consultants, PLLC dated August 27, 2007, entitled "PROPERTY OF JOHN P ROSTAN III (RECOMBINATION OF EXISTING PARCELS)" and recorded August 27, 2007 in Plat Book 34, Pages 221-222, Burke County Registry.

TAX ID #: 2742370517

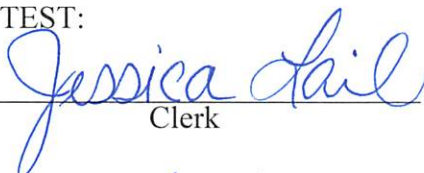
BACK DEED REFERENCE: Book 1965, Page 193, Burke County Registry

Section 3. Notice of the public hearing shall be published in The Paper, a newspaper having general circulation in the Town of Valdese, at least ten (10) days prior to the date of the public hearing.



Mayor

ATTEST:



Clerk

Adopted: 07/28/2025



CERTIFICATE OF SUFFICIENCY

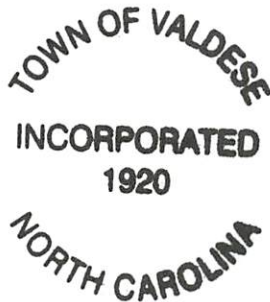
To the Town Council of the Town of Valdese, North Carolina:

I, Jessica Lail, Town Clerk, do hereby certify that I have investigated the attached Petition for Annexation of a Contiguous Area submitted by John Mark and Leslie Edwards Rostan and hereby make the following findings in accordance with N.C.G.S. § 160A-31(c):

- a. The petition contains an adequate property description of the area proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Valdese primary corporate limits, as defined by N.C.G.S. § 160A-31.
- c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Valdese, this 29th day of July, 2025.

[AFFIXT SEAL]




Town Clerk

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF VALDESE, NORTH CAROLINA**

WHEREAS, the Town Council has been petitioned under N.C.G.S. § 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Valdese Town Hall, at 6:00 p.m. on the 4th day of August, 2025, after due notice by publication in “The Paper” on 19th & 26th days of July, 2025; and

WHEREAS, Town Council finds that the petition meets the requirements of N.C.G.S. § 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Valdese, North Carolina that:

Section 1. By virtue of the authority granted by N.C.G.S. § 160A-31, the following described territory is hereby annexed and made part of the Town of Valdese as of the 4th day of August, 2025.

Being all of that tract containing 1.61 acres and being referred to as “PART OF 274206279575 TO BE RECOMBINED WITH 274206373669” as shown on survey prepared by West Consultants, PLLC dated August 27, 2007, entitled “PROPERTY OF JOHN P ROSTAN III (RECOMBINATION OF EXISTING PARCELS)” and recorded August 27, 2007 in Plat Book 34, Pages 221-222, Burke County Registry.

TAX ID #: 2742370517

BACK DEED REFERENCE: Book 1965, Page 193, Burke County Registry

Section 2. Upon and after 4th day of August, 2025, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Valdese and shall be entitled to the same privileges and benefits as other parts of the Town of Valdese. Said territory shall be subject to municipal taxes according to N.C.G.S. § 160A-58.10.

Section 3. The Mayor of the Town of Valdese shall cause to be recorded in the office of the Register of Deeds of Burke County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by N.C.G.S. § 163-288.1.

Mayor

ATTEST:

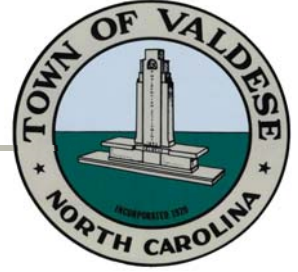
APPROVED AS TO FORM:

Clerk

Town Attorney

Town of Valdese

AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Alison Adams, WPCOG Planning Director

Subject: Rezoning 02-2025

Meeting: August 4, 2025

Presenter: Alison Adams

ITEM OF INTEREST:

Upon annexation of the property, 0 Montanya View Circle, PIN 2742370517 Mr. Rostan is requesting the property to be rezoned from Burke County Zoning R-1 to Town of Valdese R-12.

BACKGROUND INFORMATION:

To accompany the annexation, Mr. Rostan has petitioned the town to modify the zoning on the property 0 Mantanya View Circle from Burke County B-1 to Town of Valdese R-12. The request was hearing by the Planning Board at the June 16, 2025 meeting and received a favorable recommendation (4-0). The request is consistent with the future land use plan and the zoning is identical to the neighboring property. All legal notice requirements have been met, letters to adjoining property owners, posting of the property, and newspaper advertising two consecutive times.

BUDGET IMPACT:

Unknown

RECOMMENDATION / OPTIONS:

Staff recommends approval of rezoning parcel number 2742370517, 0 Montanya View Cir. from Burke County R-1 to Town of Valdese R-12.

LIST OF ATTACHMENTS:

Town Council Staff Report
Consistency and Reasonableness Statement

TO: Valdese Town Council

FROM: Alison Adams, Planning Director (WPCOG)

DATE: August 4, 2025

SUBJECT: Rezoning 02-2025 PIN 2742370517

ATTACHMENTS: N/A

REQUESTED ACTION: Rezoning recommendation of Parcel PIN 2742370517 from Burke County R-1 to Valdese R-12

BACKGROUND:

The existing parcel is located in Burke County and a petition from the property owners, Mark and Leslie Rostan, has been received by the Clerk to be taken to the Town Council for approval to extend the corporate limits of Valdese to incorporate parcel PIN 2742370517.

The parcel is zoned Burke County R-1 and is currently vacant. The property owner has requested that the parcel be rezoned to Valdese R-12 upon annexation. The intent of the property owner is to recombine the parcel with their adjacent parcel, containing their primary residence, that is already located within the Valdese corporate limits and zoned R-12. The use intent for the parcel is to build an accessory detached garage.

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 R-12 Residential and contain single-family homes.
East	The properties are zoned R-12 Residential and contain single-family homes or are vacant.
West	The properties are zoned Burke County R-1 and are vacant.

2. Zoning Criteria of Proposed District

UDO Zoning District Description

3.2.1 RESIDENTIAL DISTRICT (R-12)

Intent: The district shall provide for agricultural uses as well as single-family development. The purpose of the R-12 District is to provide an adequate amount of land for agricultural uses and single-family residential development. Uses that would

interfere with the quiet, less urban residential nature of single-family neighborhoods, such as multi-family and commercial uses, are not appropriate in this district.

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			
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				
	Accessory dwellings	USS	USS	USS				USS				4.3.1
	Temporary health care structure	USS	USS	USS								4.3.22
	Family care homes	P	P	P								
	Residential care facility	SUP	SUP	SUP			P	P				
	Planned unit development									CZ		4.3.19
	Ten-acre exempt development	SUP	SUP	SUP								
	Gated subdivision	SUP	SUP	SUP								
	Bed and breakfast inns	USS	USS	USS		USS	USS	USS				4.3.7
	Boarding house	P	P				P	P				
	Hotels, Motels				P	P	P					
	Detached garage in front or side yard [see "accessory uses and structures" to allow in backyard]		USS	USS								4.3.10

The zoning of the adjacent neighborhood within the town's corporate limits is zoned R-12, therefore the proposed rezoning of the parcel to R-12 would be consistent with the surrounding districts.

June 16, 2025

Burke County, NC

Owner: ROSTAN, JOHN MARK; ROSTAN, LESLIE EDWARDS

PO BOX 758

PIN: 2742370517
PIN EXT: 000

REID: 66883

Property Value: \$27,013

VALDESE, NC 28690

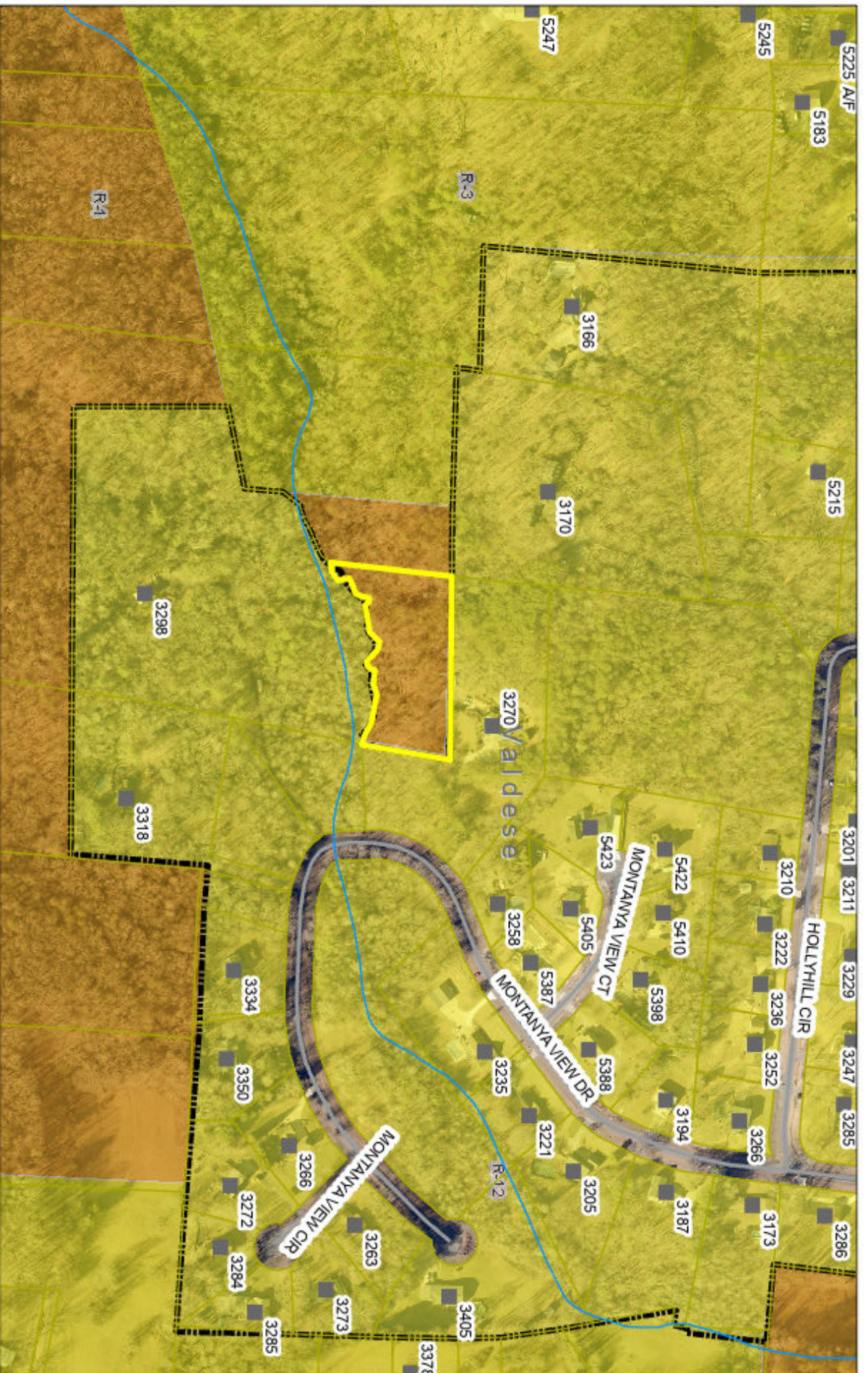
Acreage: 1.61

Deed Book: 002788

Deed Page: 00587

Deed Date: 2/6/2025 10:36:35 AM

Property Address: 0 MONTANYA VIEW CIR
VALDESE 28690
PROPERTY_DESC



1:3,514



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 to Montanya View Dr through the property owner's adjacent parcel (address 3270). The property owner's proposed use would add no additional traffic.

4. Public Services

These public services include water and sewer, police, and fire protection. The property owner's parcel addressed 3270 is already served by town services and the proposed use would add no extension of services.

5. Environmental and Watershed

The property consists of a flood hazard zone that runs along the creek at the southern property line. The property is located within the WS-IV Protected Area, which follows the table below for allowable built-upon area.

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

Burke County, NC

Owner: ROSTAN, JOHN MARK; ROSTAN, LESLIE EDWARDS

PO BOX 758

PIN: 2742370517

PIN EXT: 000

REID: 66883

Property Value:

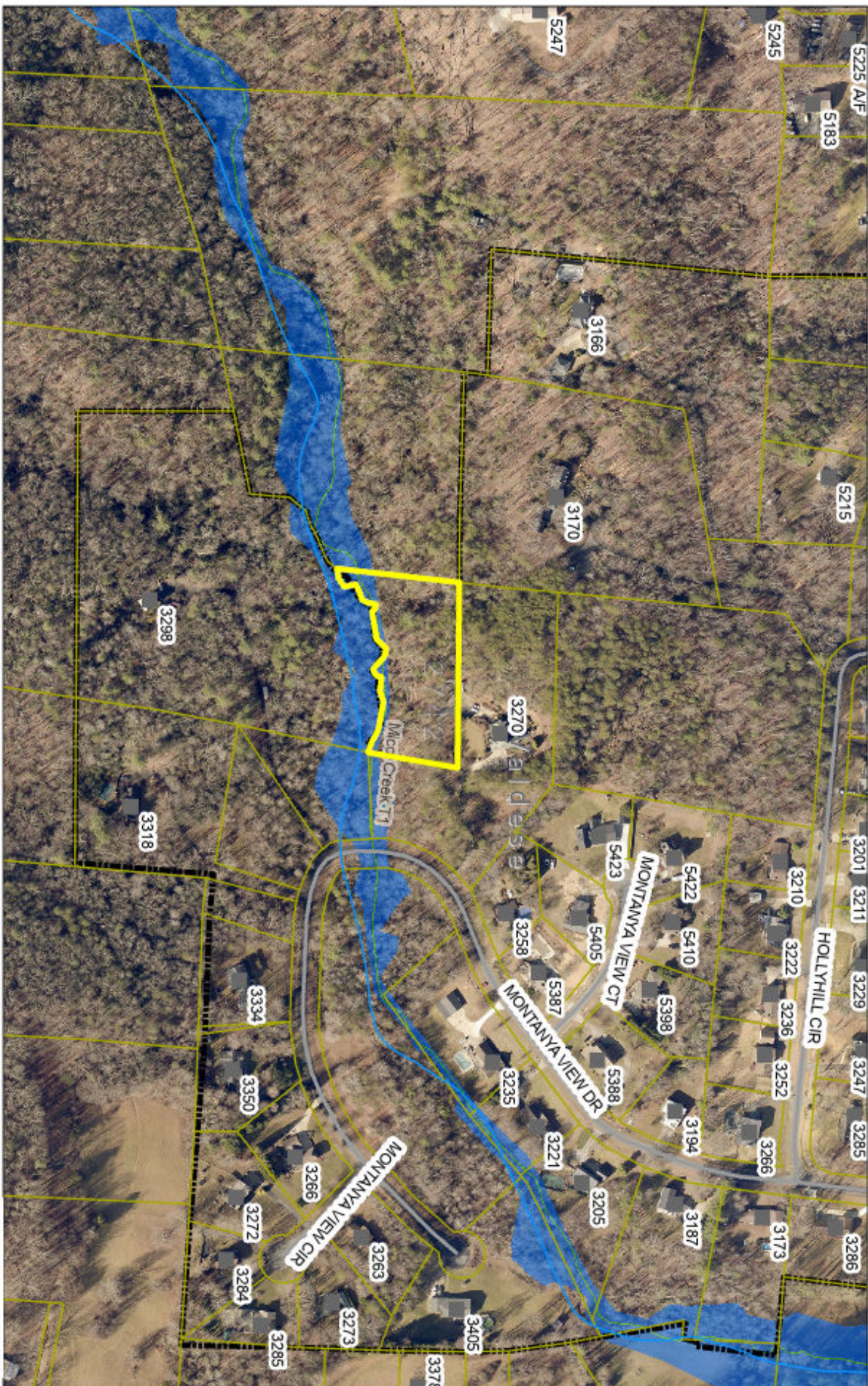
VALDESE, NC 28690

Acreage: 1.61

Deed Book: 002788

Deed Page: 00587

Deed Date: 2/6/2025 10:36:35 AM



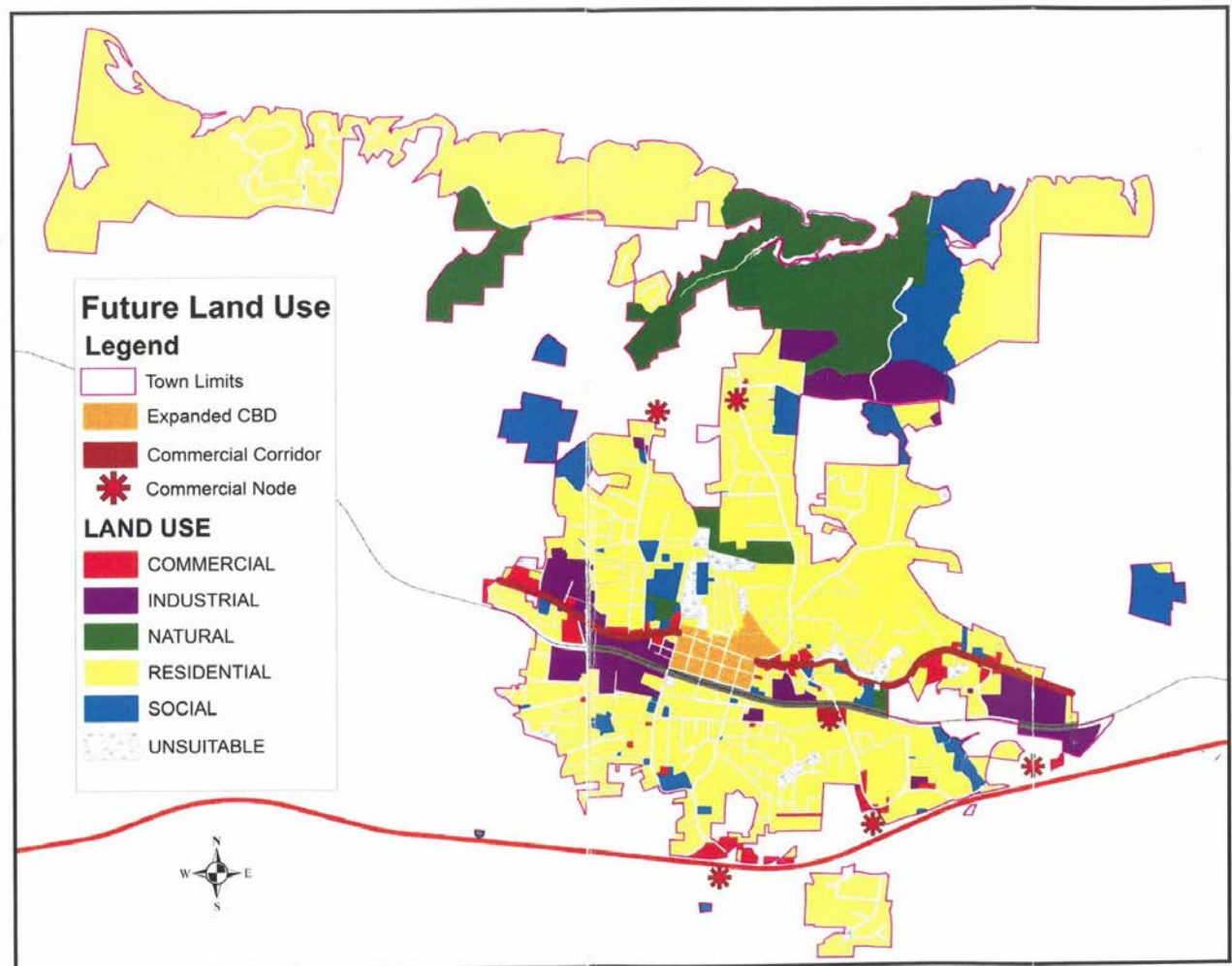
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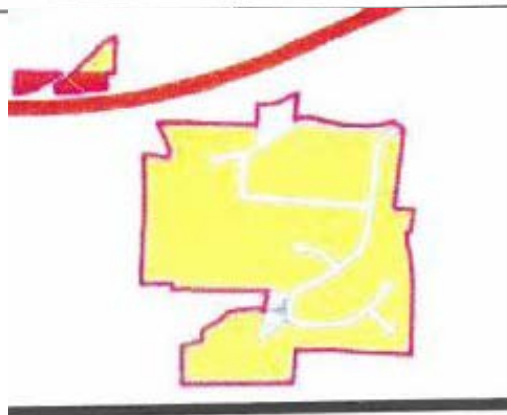
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6. Consistency of the proposed zoning with the Valdese Vision: A Land Use Action Plan

The Valdese Vision: A Land Use Action Plan shows the future designation of the properties adjacent to the parcel to be annexed as residential. Therefore, the proposed zoning designation of R-12 Residential is compatible with the future land use of “residential” in the Valdese Vision adopted by the Valdese Town Council in 2014.



The Valdese Vision: A Land Use Action



STAFF RECOMEMDATION:

Staff finds Rezoning Petition 02-2025 PIN 2742370517 to be considered **consistent** 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 residential use.

PLANNING BOARD RECOMEMDATION:

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 it 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 Planning Board recommended approval of Petition 02-2025 PIN 2742370517 as consistent with the Valdese Vision: A Land Use Action Plan, Future Land Use Map as an extension of residential use with a unanimous vote.

CITIZEN INPUT

A Notice of Public Hearing will appear in The Paper prior to the Council meeting. All adjoining property owners will receive notices of the hearing. Notice of Public Hearing to be posted before the appearance of the public hearing in an area of high traffic.

LEGAL NOTICES

CONTINUED FROM PRECEDING PAGE

rations having claims against **Barbara Kay Hayzlip Baldrige**, deceased, are notified to exhibit them to Gary S. Lykins, Executor of the decedent's estate, on or before October 23rd, 2025 at 209 Rodoret St. North, Valdesse, NC 28690 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 19th day of July, 2025.
John A. McMillen, Estate of Barbara Kay Hayzlip Baldrige
John A. McMillen, Attorney
McMillen Legal, P.A.
209 Rodoret St. North
Valdesse, NC 28690
2721-313557
07/19/25, 07/26/25, 08/02/25, 08/09/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000509
NOTICE**

Having qualified as Executor of the **Estate of Geraldine Mae Short** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 19, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 19 day of July, 2025.

Thomas N Short, Executor
4652 High Hills Avenue
Morganton, NC 28655
2721-313558
07/19/25, 07/26/25, 08/02/25, 08/09/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000566
NOTICE**

Having qualified as Executor of the **Estate of Reba W Berry** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 19, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 19 day of July, 2025.

Kevin Berry, Executor
2986 High Peak Road
Valdesse, NC 28690
2721-313556
07/19/25, 07/26/25, 08/02/25, 08/09/25

**TOWN OF VALDESSE
NOTICE OF PUBLIC HEARING**

The public shall hereby take notice that on Monday, August 4, 2025, at 6:00 pm, the Town of Valdesse Council will hold a public hearing at Valdesse Town Hall in the Council Chambers of the Valdesse Town Hall, at 102 Massel Avenue SW, to consider an application for voluntary contiguous annexation and initial zoning for the property addressed 0 Montanya View Cir (PIN 2742370517). All residents of the Town of Valdesse are invited to attend the meeting and present their comments. For additional information, please contact Town of Valdesse Planning (828)879-2124 or planning@valdesenc.gov.

Request for accommodations by persons with disabilities should contact Jessica Lail, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.
2721-313130
07/19/25, 07/26/25

**NORTH CAROLINA
BURKE COUNTY
NOTICE**

Having qualified as Administrator of the **Estate of Harold Benjamin Rowe** this is to notify all persons having claims against said estate to present them to the undersigned on or before the 19th day of October, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This the 19th day of July, 2025.
Kimberly Lee
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-313195
07/19/25, 07/26/25, 08/02/25, 08/09/25

**TOWN OF VALDESSE
NOTICE OF PUBLIC HEARING**

The public shall hereby take notice that on Monday, August 4, 2025, at 5:00 pm, the Town

of Valdesse Council will hold a public hearing at Valdesse Town Hall in the Council Chambers of the Valdesse Town Hall, at 102 Massel Avenue SW, to consider a Special Use Permit application for the property addressed 800 Pineburr Ave SE (PIN 2743136398). All residents of the Town of Valdesse are invited to attend the meeting and present their comments. For additional information, please contact Town of Valdesse Planning (828)879-2124 or planning@valdesenc.gov.

Request for accommodations by persons with disabilities should contact Jessica Lail, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.
2721-313207
07/19/25, 07/26/25

NOTICE TO CREDITORS

Having qualified as Executor of the **Estate of Sarah Lou D. Deal**, deceased, late of Burke County, North Carolina, this is to notify all persons having claims against the estate of said decedent to present them to the undersigned, in care of the attorneys for the estate at their address shown below, on or before the 20th day of October, 2025 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 16th day of July, 2025.
Ray E. Deal, Jr., Executor of the Estate of Sarah Lou D. Deal

Byrd, Byrd, McMahon & Denton, PA
PO Box 1269
Morganton, NC 28680
2721-313433
07/19/25, 07/26/25, 08/02/25, 08/09/25

**NORTH CAROLINA
BURKE COUNTY
File No: 2025 E 535
NOTICE**

Having qualified as Executor of the **Estate of Evelyn Hart Johnson aka Toye Evelyn Hart Johnson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 12, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 12 day of July, 2025.

Toye Karen Johnson, Executor
3209 Winchelsea Dr
Charlotte, NC 28212
2721-312405
07/12/25, 07/19/25, 07/26/25, 08/02/25

**NOTICE OF SERVICE OF
PROCESS BY PUBLICATION
STATE OF NORTH CAROLINA -
BURKE COUNTY
IN THE GENERAL
COURT OF JUSTICE -
DISTRICT COURT DIVISION
FILE NO. 24 CV 1335 -
LINDA LUSK MENDOZA vs.
GASPAR MENDEZ MENDOZA
TO: GASPAR MENDEZ
MENDOZA**

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief sought is: ABSOLUTE DIVORCE. You are required to make a defense to such pleading no later than August 11, 2025 and upon your failure to do so the party seeking service against you will apply to the Court for the relief sought.

This the 12th day of July, 2025
M. Alan LeCroy, Attorney for Plaintiff
LECROY LAW FIRM, PLLC
PO Drawer 1785
Morganton NC 28680
2721-312777
07/12/25, 07/19/25, 07/26/25

**NOTICE OF SERVICE BY
PROCESS BY PUBLICATION
IN THE GENERAL
COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. 25 CVD 540
NORTH CAROLINA
BURKE COUNTY**

Burke County, A Body Politic and Corporate vs. Douglas Molina, Unknown Spouse of Douglas Molina, Town of Valdesse, Lienholder, Lake Rhodhiss Estates Association, Inc., a/k/a Lake Rhodhiss Estates Assn Inc, Lienholder, Bond Safeguard Insurance Company, n/k/a Somo International Holdings Ltd., successor in interest to Branch Banking And Trust Company, Lienholder

This the 12th day of July, 2025.
John A. McMillen, Estate of Michael John Deangelus
John A. McMillen, Attorney
McMillen Legal, P.A.

Estates Assn Inc, Lienholder, Bond Safeguard Insurance Company, n/k/a Somo International Holdings Ltd., successor in interest to Branch Banking And Trust Company, Lienholder

Take notice that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief being sought is as follows:

Foreclosure sale to satisfy unpaid property taxes owing to Burke County on your interest in the property described as follows:

BEING all of Lot No. 134 of the Community now known as Lake Rhodhiss Estates, as more particularly described in that certain plat entitled, "The Settings of Lake Rhodhiss-Phase 1" as recorded in Plat Book 33, Page 107 of the Burke County Registry to which said plat reference is hereby made for greater certainty of description and incorporated herein by reference.

Together with and subject to easements, restrictions, water rights and rights of way of record, and matters of survey.

Also being identified as REID# 53171, Burke County Tax Office. Address (Per tax office records and not warranted): 227 Table Rock Tree NW

Plaintiff seeks to extinguish any and all claims and interests that you may have in the property, to have a commissioner appointed to sell the Property and to deliver to the purchaser a deed to said real estate in fee simple, free and clear of all encumbrances, and that the interests and equities of redemption of the Defendants in the property be forever barred and foreclosed.

You are required to make defense to such pleading no later than August 22, 2025 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This day of June 25, 2025.

E. Lauren Watson Hubbard
Attorney for Plaintiff
Capital Center
82 Patton Avenue, Suite 500
Asheville, North Carolina 28801
(828) 252-8010
2721-311429
07/12/25, 07/19/25, 07/26/25

**STATE OF NORTH CAROLINA
COUNTY OF BURKE
IN THE GENERAL
COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO: 25 CVD 854
JENNIFER DOCKERY MULL V.
STEVEN PATRICK MULL
NOTICE OF SERVICE PROCESS
BY PUBLICATION**

**TO: STEVEN PATRICK MULL,
DEFENDANT**

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-action. The nature of the relief being sought is as follows: Absolute Divorce. This pleading has been filed by Jennifer Dockery Mull. You are required to make a defense to such pleading no later than the 21st day of August, 2025, said date being 40 days from the first publication of this notice; and upon failure to do so the party seeking service against you will apply to the court for the relief sought. You must serve a copy of the writ response (Answer) on the Plaintiff's attorney at the address below.

This notice was given the 12th day of July, 2025

Robert K. Denton
Attorney for the Plaintiff
Post Office Drawer 1269
Morganton, NC 28655
828-437-4220
2721-312370
07/12/25, 07/19/25, 07/26/25

**NOTICE TO CREDITORS AND
DEBTORS
In the Estate of
Michael John Deangelus
Estate File 25 E 152**

All persons, firms and corporations having claims against Michael John Deangelus, deceased, are notified to exhibit them to Maria T. McCoy, Executor of the decedent's estate, on or before October 13th, 2025 at 209 Rodoret St. North, Valdesse, NC 28690 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 12th day of July, 2025.
John A. McMillen, Estate of Michael John Deangelus

John A. McMillen, Attorney
McMillen Legal, P.A.

209 Rodoret St.
North Valdesse, NC 28690
2721-312774
07/12/25, 07/19/25, 07/26/25, 08/02/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000461
NOTICE**

Having qualified as Executor of the **Estate of Mary Martha Hicks Peterson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Oct 12, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 12 day of July, 2025.

Cathy Peterson, Executor
2303 Stoney Place Ct
Charlotte, NC 28262
2721-312556
07/12/25, 07/19/25, 07/26/25, 08/02/25

**NORTH CAROLINA
BURKE COUNTY
NOTICE**

Having qualified as Executrix of the **Estate of Candice Harris Smith**, this is to notify all persons having claims against said estate to present them to the undersigned on or before the 12th day of October, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate, please make immediate payment to the undersigned.

This is the 12th day of July, 2025.

Betsy Steele
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-312848
07/12/25, 07/19/25, 07/26/25, 08/02/25

**NORTH CAROLINA
BURKE COUNTY
Estate of Edna P. Brendle, A.K.A.
Edna P. Boyles File No.
25 E 532
Notice to Creditors and
Debtors**

The undersigned, as attorney for the Estate of Edna P. Brendle, A.K.A. Edna P. Boyles, deceased of Burke County, NC, is notifying all persons, firms and corporations having claims against the said estate to present them, duly verified, to the undersigned on or before October 5, 2025, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate are notified to make immediate payment.

This the 5th day of July, 2025.
Roderick H. Wilcox, Jr., Attorney
Estate of Edna P. Brendle, A.K.A. Edna P. Boyles
Willcox Law Firm, PLLC
P.O. Box 442
Morganton NC 28680
2721-312215
07/05/25, 07/12/25, 07/19/25, 07/26/25

**NORTH CAROLINA
BURKE COUNTY
File No: 2025 E 000494
NOTICE**

Having qualified as Executor of the **Estate of Johnny Dale Thompson** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Lonnie Thompson, Executor
950 Hopewell Rd
Morganton, NC 28655
2721-310992
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
File No: 2025 E 000510
NOTICE**

Having qualified as Executor of the **Estate of Marvin Wayne Ingle** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Evelyn Swink, Executor
6846 AP Ingle St

Connelly Springs, NC 28612
2721-311255
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000401
NOTICE**

Having qualified as Executor of the **Estate of Elizabeth Ann Lucas Adams** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Margaret M. Adams, Executor
3104 Mill Run Dr.
Morganton, NC 28655
2721-311063
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
File No: 25E511
NOTICE**

Having qualified as Co-Executors of the **Estate of Theresa Kay Ramsey** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

James Ramsey and
Jamie Brittain, Executors
1218 Harrison Carswell Ave.
Morganton, NC 28655
2721-311395
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000500
NOTICE**

Having qualified as Executor of the **Estate of Linda Elizabeth Powell Ramsey** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of the recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Charles Trenton Ramsey, Executor
2229 Zion Road
Morganton, NC 28655
2721-310794
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
File No: E 000506
NOTICE**

Having qualified as Executor of the **Estate of Oma Belle Carswell Crawley** this is to notify all persons having claims against said estate to present them to the undersigned on or before Sep 28, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This 28 day of June, 2025.

Tammy Crawley Lane , Executor
4466 Patton Road
Morganton, NC 28655
2721-310987
06/28/25, 07/05/25, 07/12/25, 07/19/25

**NORTH CAROLINA
BURKE COUNTY
NOTICE**

Having qualified as Executrix of the **Estate of Virgene A. Kullema** this is to notify all persons having claims against said estate to present them to the undersigned on or before the 28th day of September, 2025, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment to the undersigned.

This the 28th day of June, 2025.
Linda S. Croom
c/o McMurray and Belvin Law Office
P. O. Box 753
Morganton, NC 28680
2721-310748
06/28/25, 07/05/25, 07/12/25, 07/19/25

To submit a legal ad, email it to
thepaper@legalnoticeservice.com.



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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



VALDESE TOWN COUNCIL ZONING MAP AMENDMENT CONSISTENCY AND REASONABLENESS STATEMENT

On August 4, 2025, the Valdeese Town Council met to consider Rezoning Petition 02-2025, which was unanimously approved and recommended by the Valdeese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdeese adopted a comprehensive land use plan entitled “The Valdeese Vision: A Land Use Action Plan for the Future” (hereinafter the “Plan”).
2. Mark Rostan, post annexation and in process with, request to establish Town Zoning on the PIN 2742370517. “Property”)
3. The primary use of the Property is residential which is allowed in the R-12 Residential District.
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 request for amendment was duly considered at a meeting of the Town of Valdeese Planning Board. The Planning Board found the request to amend the Town’s Zoning Map around the Property from Burke County R-1 zoning district to the Town of Valdeese R-12 zoning district to be *consistent* with the Plan.

6. The Planning Board, at their June 16, 2025, meeting, voted unanimously to recommend that the Town Council amend the Town's Zoning Map regarding the Property Burke County R-1 zoning district to the Town of Valdese R-12 zoning district.
7. The Valdese Town Council hereby finds Rezoning Petition 02-2025 regarding rezoning the Properties Burke County R-1 zoning district to the Town of Valdese R-12 zoning district to be *consistent* with 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 R-12 zoning and therefore is not to be construed as "spot" zoning.
 - b. The Plan seeks to encourage residents in strategic locations within the Town as outlined on the Future Land Use Map.
 - c. The purpose of the R-12 is to provide for agricultural uses as well as single-family development. The purpose of the R-12 District is to provide an adequate amount of land for agricultural uses and single-family residential development. Uses that would interfere with the quiet, less urban residential nature of single-family neighborhoods, such as multi-family and commercial uses, are not appropriate in this district.
 - d. The surrounding zoning designations on 75% of the perimeter is R-12, with the other 25% still located in the County as R-1.
 - e. To the extent the proposed zoning may detrimentally affect properties in the general vicinity of the Properties, both the former zoning designation and proposed zoning designation permit similar zoning uses.

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

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council, having found Rezoning Petition 02-2025 in regards to rezoning the Properties from the current Burke County R-1 zoning to the Town of Valdese R-12 to be *consistent* with the Plan and approves Rezoning Petition 02-2025 and the recommendation from the Valdese Planning Board to amend the Town's Zoning Map regarding the Properties from R-1 to R-12 District.

Based on those above and the findings from the public hearing, the Valdese Town Council further finds Rezoning Petition 02-2025 reasonable and approves Rezoning Petition 02-2025.

Read, approved and adopted this _____ day of _____, 2025.

THE TOWN OF VALDESE,

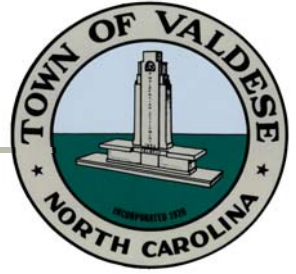
ATTEST:

JESSICA LAIL, Town Clerk

CHARLES WATTS, Mayor (Seal)

Town of Valdese

AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Alison Adams, WPCOG Planning Director

Subject: Call for a Public Hearing to Modify Unified Development Ordinance

Meeting: August 4, 2025

Presenter: Alison Adams

ITEM OF INTEREST:

Call for a public hearing to modify the Unified Development Ordinance Section 1.2 Applicability.

BACKGROUND INFORMATION:

The Town of Valdese adopted the new UDO with the stipulation that applicants could choose to use the old zoning ordinance or the new UDO with the hopes that the General Assembly would modify the down zoning provision making the July 1, 2025, date listed in the text legal. Due to the delay in changing to the down-zoning statute the date needs to be extended for six months, January 1, 2026, in hopes this will be addressed in the fall on the state level.

BUDGET IMPACT:

N/A

RECOMMENDATION / OPTIONS:

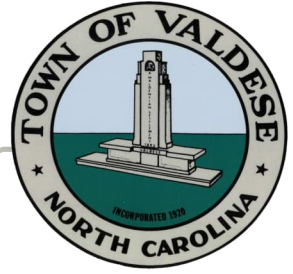
Staff recommends Council to set the public hearing date for the September 2, 2025 Council Meeting.

LIST OF ATTACHMENTS:

N/A

Town of Valdese

AGENDA MEMO



☒ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager

Subject: Valdese Bluffs Bid Negotiations & Recommendation of Award

Meeting: August 4, 2025

Presenter: Bo Weichel/RJ Mozeley

ITEM OF INTEREST:

Competitive bids for construction of the sewer system extension are in hand. The lowest responsive and responsible bid is in excess of the State Appropriation Funds awarded to the Town. Memorandum of Negotiation has been prepared to reduce the project scope and expenses.

BACKGROUND INFORMATION:

The Town was awarded \$801,983 in reimbursement based grant funds from the NC Legislature to support the extension of water and sewer services to a parcel adjacent to Draughn High School which is planned for future single family residential development. Based on the lowest responsive and responsible bid, however, that appropriated funding is insufficient to cover the project costs. McGill Associates and Staff have met with the successful bidder to reduce the scope of work and associated project costs to bring the full project within budget of the appropriated funds. The new project budget includes construction contract value at \$634,723, contingency of \$7,000 and will require \$38,500 to cover Construction Administration costs. Please refer to the enclosed Recommendation of Tentative Award, Certified Bid Tabulation and Memorandum of Negotiation. To move forward with the project Council will need to adopt the Resolution of Tentative Award (also enclosed).

Any future expenses to complete the sewer system work is anticipated to be borne by the Developer or County if an incentive agreement for vertical construction is able to be completed.

BUDGET IMPACT:

Expend remaining ARPA earmark funds previously committed to the project's budget ordinance document.

RECOMMENDATION / OPTIONS:

Approve the recommended award in the negotiated by passing the Resolution of Tentative Award.

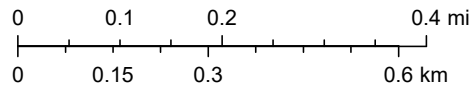
LIST OF ATTACHMENTS:

Recommendation of Award Letter, Certified Bid Tabulation, Memorandum of Negotiation, Itemized Scope Reduction Document, Resolution of Tentative Award

Burke County, NC



April 22, 2025



1:11,916

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of Valdese, North Carolina has received bids, pursuant to duly advertised notice therefore, for construction of the Bluffs Sewer Extension project, and

WHEREAS, the Town's Consulting Engineer, McGill Associates, has reviewed the bids; and

WHEREAS, of four (4) bids at the formal, public bid opening, Iron Mountain Construction Company, Inc. of Mountain City, Tennessee was the lowest, responsive, responsible bidder for the Bluffs Sewer Extension project, in the total bid amount of \$634,723 and

WHEREAS, the scope of work has been negotiated to reduce the contract price to \$634,723,

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

That TENTATIVE AWARD is made to Iron Mountain Construction Company, Inc. for the negotiated Contract Price of \$634,723.

That such TENTATIVE AWARD be contingent upon the approval of bidding documentation by the North Carolina Department of Environmental Quality, Division of Water Infrastructure.

That Wm. Todd Herms, Town Manager, the Authorized Official, and successors so titled or titled as Town Manager, is hereby authorized to execute and approve all contract documents, memoranda of negotiation, and change orders for this project on behalf of the Town of Valdese.

Adopted this the 4th day of August, 2025 at Valdese Town, North Carolina.

SEAL

Charlie Watts, Mayor

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution, as regularly adopted at a legally convened meeting of the Town of Valdese duly held on the ____ day of August, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2025.

Signature of Recording Officer

Jessica Lail, Town Clerk

Printed Name and Title

July 22, 2025

Mr. Todd Herms, Town Manager
Town of Valdese
102 Massel Avenue
Valdese, North Carolina 28690

RE: Award Recommendation
Bluffs Sewer Extension
Town of Valdese, North Carolina

Dear Mr. Herms:

A total of four (4) bids were received on March 6, 2025, for the Bluffs Sewer Extension Project. Iron Mountain Construction Company, Inc. was the lowest responsive, responsible bidder with a total base bid amount of \$1,297,795.00. Iron Mountain Construction Company is appropriately licensed with the NC General Contractor Licensing Board and has completed similar projects. Therefore, we recommend that the Town award the project to Iron Mountain Construction Company, Inc.

Since the submitted bid amount is greater than the allocated grant funding from the Town's Budget Appropriation, which was established prior to the recent exceptional inflation of the construction bid market. An effort to lower the project's construction costs has been completed with the Town and Iron Mountain Construction to reduce the scope of work. All scope changes are included in the enclosed Memorandum of Negotiation. In light of those scope revisions, we recommend the award of this project to Iron Mountain Construction Company, Inc. in the amount of \$634,723.00. We also recommend that the Town establish a construction contingency amount of \$7,000 to cover any quantity overruns or unforeseen circumstances.

Enclosed for your use is the Certified Bid Tabulation and the Memorandum of Negotiation. If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads 'RJ Mozeley'.

RJ MOZELEY, PE
Senior Project Manager

RM:rlh

Enclosures

CERTIFIED BID TABULATION
BLUFFS SEWER EXTENSION PROJECT
TOWN OF VALDESE, NORTH CAROLINA

				Buckeye Bridge, LLC	Carolina Grading & Utilities, Inc.		Iron Mountain Construction		TP Howard's Plumbing, Inc.	
No	Description	Unit	Estimated Quantity	Bid Withdrawn	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization (maximum 3%)	LS	1	Bid Withdrawn	\$ 85,000.00	\$ 85,000.00	\$ 36,460.00	\$ 36,460.00	\$ 35,400.00	\$ 35,400.00
2	6" C900 DR18 PVC Force Msain	LF	920	Bid Withdrawn	\$ 155.00	\$ 142,600.00	\$ 143.00	\$ 131,560.00	\$ 160.00	\$ 147,200.00
3	Compact Ductile Iron Fittings	LBS	600	Bid Withdrawn	\$ 12.00	\$ 7,200.00	\$ 13.00	\$ 7,800.00	\$ 20.00	\$ 12,000.00
4	Combination Air/Vacuum Release Station	EA	2	Bid Withdrawn	\$ 18,500.00	\$ 37,000.00	\$ 14,546.00	\$ 29,092.00	\$ 15,000.00	\$ 30,000.00
5	6" C900 DR 14 PVS Force Main with Restrained Joints	LF	360	Bid Withdrawn	\$ 323.00	\$ 116,280.00	\$ 277.00	\$ 99,720.00	\$ 210.00	\$ 75,600.00
6	Connection to Existing Sanitary Sewer Manhole	EA	1	Bid Withdrawn	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00
7	Clearing and Grubbing-Pump Station Access Road	LS	1	Bid Withdrawn	\$ 458,000.00	\$ 458,000.00	\$ 31,250.00	\$ 31,250.00	\$ 100,000.00	\$ 100,000.00
8	Grading-Pump Station Temporary Construction Access Road	LS	1	Bid Withdrawn	\$ 763,210.00	\$ 763,210.00	\$ 93,750.00	\$ 93,750.00	\$ 100,000.00	\$ 100,000.00
9	Submersible Pump Station	LS	1	Bid Withdrawn	\$ 843,000.00	\$ 843,000.00	\$ 748,113.00	\$ 748,113.00	\$ 675,000.00	\$ 675,000.00
10	Pump station Access Road and Site Work	LS	1	Bid Withdrawn	\$ 334,000.00	\$ 334,000.00	\$ 63,500.00	\$ 63,500.00	\$ 100,000.00	\$ 100,000.00
11	Silt Fence	LF	1,400	Bid Withdrawn	\$ 5.00	\$ 7,000.00	\$ 6.25	\$ 8,750.00	\$ 7.00	\$ 9,800.00
12	2" Water Service Line to Lovelady Road	LS	1	Bid Withdrawn	\$ 55,000.00	\$ 55,000.00	\$ 34,800.00	\$ 34,800.00	\$ 68,000.00	\$ 68,000.00
TOTALS:				Bid Withdrawn		\$ 2,858,290.00		\$ 1,297,795.00		\$ 1,365,000.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 6th day of March 2025, in the Community Room of the Valdese Town Hall located at 102 Massel Ave, Valdese, NC 28690. Further, a bid was submitted by Buckeye Bridge, LLC and then withdrawn from consideration pursuant to NCGS 143-129.1 due to a clerical error resulting in a substantial change to its bid.

R. J. MOZELEY, PE



1240 19th Street Lane, NW, Hickory, North Carolina 28601
Firm License No. C-0459



Memorandum of Negotiation

Project: Bluffs Sewer Extension	Owner: Town of Valdese	Owner's Contract No.: SRP-W-ARP-0015
Contractor: Iron Mountain Construction Company, Inc.		Engineer's Project No.: 22.01141

Item No.	Description
1	Adjust project's scope of work to bring construction costs within the funds available for completion. Scope of revisions detailed in attached modified bid schedule indicating deductions from the Construction Contract.

Attachments (list documents supporting change):

(1) Itemized Deductions from Contract Document

Purpose for Memorandum of Negotiation:

Adjust contract scope of work and total price using unit price bid items, quantities, and costs along with itemized deductions to reduce overall project budget.

Contract Price Adjustment:

Bid Price	\$ 1,297,795.00
Reduce Base Bid Quantities [Increase] [<u>Decrease</u>]	(\$ 663,072.00)
Adjusted Contract Price	\$ 634,723.00

Recommended by Engineer:	Date:
Authorized for Owner by:	Date:
Authorized for Contractor by:	Date:
Received by Funding Agency (if applicable):	Date:



To:	RJ Mozely, PE	7/3/2025
	McGill Associates, PA	
From:	Sam Icenhour, President	
Project:	Valdese Bluffs Sewer Extension	
RE:	Deductions to Contract	

QUANTITY	Unit	DESCRIPTION	UNIT PRICE	AMOUNT	Deduction	Total
PAY ITEMS:						
1	ls	Mobilization	36,460.00	36,460.00	-14,960.00	21,500.00
920	lf	6" c900 dr18 forcemain	143.00	131,560.00		131,560.00
600	lbs	compact ductile iron fittings	13.00	7,800.00		7,800.00
2	ea	Combination Air/ Vac Release Station	14,546.00	29,092.00	-14,546.00	14,546.00
360	lf	6" c900 dr14 forcemain with RJ	277.00	99,720.00		99,720.00
1	ea	Connection to existing SS Manhole	13,000.00	13,000.00		13,000.00
1	ls	Clearing and grubbing - pump station acces:	31,250.00	31,250.00	-5,000.00	26,250.00
1	ls	Grading pump station temporary access roa	93,750.00	93,750.00	-50,000.00	43,750.00
1	ls	Submersible pump station	748,113.00	748,113.00	-543,766.00	204,347.00
1	ls	Pump station access road and site work	63,500.00	63,500.00		63,500.00
1400	lf	Silt fence	6.25	8,750.00		8,750.00
1	ls	2" Water service line to Lovely Road	34,800.00	34,800.00	-34,800.00	0.00
Total Bid:				1,297,795.00		634,723.00
DEDUCTIONS:						
-1	ls	Clearing and grubbing - pump station acc	5,000.00	-5,000.00		-5,000.00

QUANTITY	Unit	DESCRIPTION	UNIT PRICE	AMOUNT	Deduction	Total
-1	ls	SCADA	7,222.00	-7,222.00		-7,222.00
-1	ls	Valve Vault & Piping	59,603.00	-59,603.00		-59,603.00
-1	ea	Combination Air Release	14,546.00	-14,546.00		-14,546.00
-1000	tns	Deduct stone from access road	50.00	-50,000.00		-50,000.00
-1	ls	Pump Equipment	160,160.00	-160,160.00		-160,160.00
-1	ls	Electrical work & generator	240,765.00	-240,765.00		-240,765.00
-1	ls	start up	3,750.00	-3,750.00		-3,750.00
-1	lf	Fence	14,141.00	-14,141.00		-14,141.00
-60	cy	Concrete pad	625.00	-37,500.00		-37,500.00
-1	ls	2" Water service line to Lovely Road	34,800.00	-34,800.00		-34,800.00
-1	ls	Survey	15,000.00	-15,000.00		-15,000.00
-9	ea	Bollards	625.00	-5,625.00		-5,625.00
-1	ls	Mobilization	14,960.00	-14,960.00		-14,960.00
TOTAL DEDUCTIONS:						-663,072.00

**Iron Mountain Construction Co., Inc., 601
Hospital Rd, Mountain City, TN 37683 423-727-**

QUANTITY

Unit

DESCRIPTION

UNIT PRICE

AMOUNT

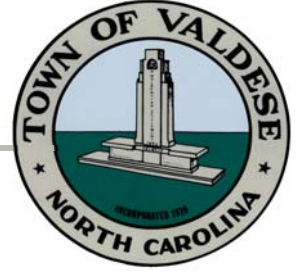
Deduction

Total



Town of Valdese

AGENDA MEMO



☐ Resolution
 ☐ Ordinance
 ☒ Contract
 ☐ Discussion
 ☐ Information Only

To: Valdese Town Council

From: Wm. Todd Herms, Town Manager

Subject: DR Reynolds Contract for Phase One

Meeting: August 4th 2025

Presenter: Wm. Todd Herms

ITEM OF INTEREST:

This is the first step for DR Reynolds to begin the research and planning for the fire and police facilities.

BACKGROUND INFORMATION:

The Council approved DR Reynolds as the contractor for this project. This contract represents an essential step forward, allowing the Town of Valdese to begin the critical process of research, planning, and evaluation for its fire and police facilities. With this approval in place, DR Reynolds will initiate their work by conducting a thorough review of different properties and buildings currently owned by the Town. The purpose of this review is to assess which site or sites may best accommodate the needs of the project while remaining within the town's existing budget limitations.

Following this evaluation phase, DR Reynolds will return to present their findings and recommendations to the Council. These recommendations will include an analysis of whether it is most feasible to construct a new facility, renovate an existing building, or pursue a combination of both approaches. Once the Council has reviewed and agreed upon a path forward, DR Reynolds will proceed into the design phase of the project. This phase will include detailed planning and development of the selected option, ensuring that the proposed solutions align with both the functional requirements of our public safety departments and the financial constraints of the Town of Valdese.

BUDGET IMPACT:

We have funds set aside for this portion of the project, so no impact on the Town's operating budget.

RECOMMENDATION / OPTIONS:

I recommend approving this contract so the project can move forward.

LIST OF ATTACHMENTS:

The Contract between Town of Valdese and DR Reynolds.



AIA[®] Document C141[™] – 2024

Standard Form of Agreement Between Owner and Consultant for a Design-Build Project

AGREEMENT made as of the Twenty-fourth day of July in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Town of Valdese
102 Massel Avenue South West
Valdese, NC 28690
(828) 879-2129

and the Consultant:
(Name, legal status, address, and other information)

D. R. Reynolds Company, Inc.

708 Griffin Farm Rd Star, NC 27365
(910) 428-1360

for the following Project:
(Name, location, and detailed description. Time limits for bringing claims in Section 5.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Town of Valdese Phase 1
102 Massel Avenue
Valdese, NC 28690
D. R. Reynolds Co. Inc. intends to conduct a comprehensive feasibility study of the following properties:

-215 Main Street E, Valdese, NC 28690
-121 Faet Street SW, Valdese, NC 28690
- 200 Massel Avenue SW, Valdese, NC 28690

These evaluations will assess the suitability of each site for construction, determine their operational efficiency for Police and Fire Services, and explore opportunities for renovation, expansion, or new facility development.

The Owner and Consultant agree as follows:

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSULTANT'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	TERMS AND CONDITIONS
5	CLAIMS AND DISPUTES
6	TERMINATION OR SUSPENSION
7	MISCELLANEOUS PROVISIONS
8	COMPENSATION
9	SPECIAL TERMS AND CONDITIONS
10	SCOPE OF AGREEMENT

EXHIBIT A CONSULTANT'S SERVICES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner anticipates entering into an agreement with the Design-Builder for the Project utilizing either:

- ☐ Traditional Design-Build
- ☒ Progressive Design-Build

References in this Agreement to AIA Document A141–2024 shall mean either AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project or AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, and their exhibits, whichever is applicable based on the delivery model selected above. If a delivery model is not selected above, references to AIA Document A141–2024 shall mean AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. If the Owner and Design-Builder modify the standard text of AIA Document A141–2024 or its exhibits, the modifications shall not affect this Agreement unless the Owner and the Consultant amend this Agreement or otherwise agree to the modifications in writing.

§ 1.1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A141–2024. If multiple subcontractors are used, the term "Subcontractor" as referred to throughout this Agreement will be as if plural in number when applicable.

§ 1.1.3 The Owner's Criteria for the Project:

(Insert the Owner's Criteria, identify documentation that establishes the Owner's Criteria, or state the manner in which the Owner's Criteria will be developed.)

The Design-Build services shall be completed in a two-phase approach utilizing AIA C141-2024 Standard Form of Agreement Between Owner and Consultant for a Design-Build Project and AIA A141PDB–2024 for use on progressive design-build project.

Phase I:

This phase shall consist of a schematic design level (30%) comparison for a budgetary cost of the following four options:

1. Renovate the existing building at 215 E Main St. for police operations.
2. New fire station on the empty lot at 200 Massel Ave SW.
3. Combination police department and fire station with some shared spaces on the empty lot at 200 Massel Ave SW.
4. Renovate the old Town Hall portion of 121 Faet Street SW for police operations.

From these budgetary numbers, it is anticipated the Town Council will choose how to proceed addressing the facilities for both police and fire. This decision will then transition into Phase II.

§ 1.1.4 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Phase II: Based on one or more of the options developed in Phase I, the scope of work is to provide design and construction services for the project throughout pre-construction and construction phases.

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

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

§ 1.1.5 The Owner's anticipated Sustainable Objective for the Project:

(Identify the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.5.1 If the Owner identifies a Sustainable Objective, the Owner and Consultant shall complete and incorporate an exhibit into this Agreement to define the terms, conditions, and services related to the Owner's Sustainable Objective.

§ 1.1.6 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

TBD

§ 1.1.7 The Owner's budget for the Cost of the Work, as defined in Section 4.1:

(Provide total and, if known, a line-item breakdown.)

TBD

§ 1.1.8 The Owner's anticipated design and construction milestone dates, if known:

- .1 Design phase milestone dates, if any:

Phase I

Start date of August 4, 2025,

Completed by November 1, 2025 :

- .2 Date for initiating selection of Design-Builder:

The Design-Builder, D. R. Reynolds Company, Inc., was previously selected by Owner on June 2, 2025.

.3 Date for finalizing agreement with the Design-Builder:

TBD

.4 Construction commencement date:

TBD

.5 Substantial Completion date or dates:

TBD

.6 Other milestone dates:

TBD

§ 1.1.9 Other information regarding the selection of the Design-Builder is as follows:

(Identify whether the selection of the Design-Builder will be negotiated, competitively bid, or part of a design competition. If the Design-Builder is known, provide the information in Section 1.2.4.)

§ 1.1.10 Other Initial Information on which this Agreement is based:

§ 1.1.11 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.1.11.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 3.1:

(List name, address, and other contact information.)

Wm. Todd Herms
102 Massel Ave SW

(828) 879-2129

(828) 879-2116

therms@valdesenc.gov

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Consultant's services and Instruments of Service are as follows:

(List name, address, and other contact information.)

§ 1.2.3 The Owner will retain the following other consultants and contractors:

(List discipline and, if known, identify the consultants by name, legal status, address, and other contact information.)

§ 1.2.4 The Design-Builder, if known, is as follows:

(If known, list name, legal status, address, and other contact information, including name of the Design-Builder's designated representative.)

D. R. Reynolds Company, Inc.
708 Griffin Farm Rd.
Star, NC 27356
(910) 428-1360

§ 1.2.5 The Consultant identifies the following representative in accordance with Section 2.1:

(List name, address, and other contact information.)

Bob Rawson

708 Griffin Farm Rd.
Star, NC 27356

(910) 428-1360

((910) 975-1611
brawson@drreynolds.com

§ 1.2.6 The Consultant will retain the following subconsultants:

(List discipline and, if known, identify each subconsultant by name, legal status, address, and other contact information.)

West & Stem Architects – Architectural and structural assessments
5455 Bethania Rd.
Winston-Salem, NC 27106

AWCK Engineers – Civil engineering and site development analysis
123 South Main Street, Kannapolis, NC 28081

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

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

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

§ 2.2 The Consultant shall provide the Basic Services designated in AIA Document C141™–2024, Standard Form of Agreement Between Owner and Consultant for a Design-Build Project, Exhibit A, Consultant's Services in accordance with the terms of this Agreement.

§ 2.2.1 The Consultant may provide Additional Services not designated in AIA Document C141–2024 Exhibit A after execution of this Agreement without invalidating the Agreement.

§ 2.2.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services and explain the facts and circumstances giving rise to the need. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to

the fault of the Consultant, any Additional Services provided in accordance with this Section 2.2.2 shall entitle the Consultant to compensation pursuant to Section 8.2 and an appropriate adjustment in the Consultant's schedule.

§ 2.3 In providing Basic and Additional Services under this Agreement, the Consultant shall be entitled to rely on the Owner's prior approvals of documents submitted or services rendered by the Consultant.

§ 2.4 The Consultant shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located until termination of this Agreement.

§ 2.4.1 Commercial General Liability with policy limits of One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.4.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.4.1 and 2.4.2. In no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.4.4 Workers' Compensation at statutory limits.

§ 2.4.5 Employers' Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.4.6 Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.4.7 Cyber Security Insurance for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

N/A

§ 2.4.8 Pollution Liability insurance with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.4.9 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.4.10 The Consultant shall provide certificates of insurance to the Owner evidencing compliance with the requirements in this Section 2.4.

§ 2.5 The Consultant shall perform its services consistent with the skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant

shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.6 When applicable law requires that services be performed by licensed professionals, the Consultant shall provide those services through the performance of qualified persons or entities duly licensed to practice their professions. The Consultant shall require that its subconsultants maintain professional liability insurance as appropriate to the services provided.

§ 2.7 The Consultant shall coordinate its services with the services and information provided by the Owner, the Owner's other consultants and contractors, and the Design-Builder that relate to the services performed by the Consultant under this Agreement. The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Owner, the Owner's other consultants and contractors, and the Design-Builder. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

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

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

§ 2.10 The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs of the Project. The Consultant shall be responsible for the Consultant's negligent acts or omissions in the performance of the Consultant's services under this Agreement. The Consultant shall not have control over, charge of, or responsibility for acts or omissions of the Design-Builder, Contractor, or of any other persons or entities performing portions of the Work.

ARTICLE 3 OWNER'S RESPONSIBILITIES

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

§ 3.2 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for, and limitations on, the Project.

§ 3.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 4.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Consultant's services. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Consultant. The Owner and the Consultant shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.4 The Owner shall furnish the services of other consultants and contractors in addition to those designated in this Agreement or authorize the Consultant to furnish them as an Additional Service when the Consultant requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 3.5 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any errors, omissions, or inconsistencies in the Consultant's services or in the services or information furnished by the Owner.

§ 3.6 Services provided by the Owner's other consultants or contractors and the Design-Builder, whether performed directly by them or by their subconsultants or subcontractors, shall be performed by qualified

professionals licensed as may be required by applicable law to perform the services in the jurisdiction in which the Project is located. The Owner shall require that its other consultants and contractors and the Design-Builder maintain professional liability insurance as appropriate to the services provided.

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

§ 3.8 Upon the Consultant's written request, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.9 Upon the Consultant's written request, the Owner shall furnish tests, inspections, and reports required by law, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 3.10 Upon the Consultant's written request, and to the extent reasonably required for performance of the Consultant's services, the Owner shall provide the Consultant with a copy of the scope of services in the executed agreements between the Owner and the Owner's other consultants and contractors, including the Design-Builder.

ARTICLE 4 TERMS AND CONDITIONS

§ 4.1 Cost of the Work

The Cost of the Work includes all costs, charges, and expenses to be paid by the Owner in connection with the design and construction of the Project. The Cost of the Work does not include the compensation of the Consultant and the Consultant's subconsultants, the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ 4.2 Copyrights and Licenses

§ 4.2.1 Drawings, specifications, and other documents furnished by the Consultant, including those in electronic form, are Instruments of Service. The Consultant, and any other person or entity providing services or work for the Consultant, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Consultant or any other person or entity providing services or work for the Consultant.

§ 4.2.2 The Owner and Consultant warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 4.2.3 The Consultant grants to the Owner a limited, irrevocable, and nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 4.2.3 shall terminate only if (1) the Consultant terminates this Agreement in accordance with Sections 6.3 or 6.4 or (2) the Owner terminates this Agreement for convenience as provided in Section 6.5 and does not compensate the Consultant as required under Section 6.6 and 6.7. The Consultant shall obtain similar limited, irrevocable, and nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this Section 4.2.3 permits the Owner to authorize the Design-Builder and its consultants, contractors, and suppliers, as well as the Owner's consultants and separate contractors, to use, reproduce, and further develop applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.11, solely and exclusively for advancing and developing the design intent of the Project and as indicated below.

(Identify additional authorized uses, if any, for which the applicable portions of the Instruments of Service may be used, reproduced, and further developed.)

§ 4.2.4 The Owner, to the extent permitted by law, agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity, to the extent such costs and expenses arise from changes to, or further development of, the Instruments of Service by, or on behalf of, the Owner, and without the involvement of the Consultant. The payment of a Termination Fee or Licensing Fee under Section 6.7 shall not relieve the Owner of the release or indemnity obligations of this Section 4.2.4.

§ 4.2.5 Except for the licenses granted in this Article 4, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not otherwise assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized reproduction or use of the Instruments of Service by the Owner or others shall be at the Owner's sole risk and expense and without liability to the Consultant and its subconsultants.

§ 4.3 Except as otherwise stated in Section 4.2.3, the provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 CLAIMS AND DISPUTES

§ 5.1 General

§ 5.1.1 The Owner and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 5.2.4 of this Agreement, within the period specified by applicable law, but, in any case not more than 10 years after the date of Substantial Completion of the Project. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 5.1.1.

§ 5.1.2 INTENTIONALLY OMITTED. .

§ 5.1.3 The Owner and Consultant waive all rights against (1) each other and any of their subconsultants, agents, and employees, each of the other; and (2) the Design-Builder and Owner, and any of their contractors, subcontractors, consultants, subconsultants, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Consultant shall require similar written waivers in favor of the individuals and entities enumerated herein from the Consultant's sub-subconsultants, agents, and employees.

§ 5.1.4 The Owner and Consultant waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 6.6.

§ 5.2 Mediation

§ 5.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 5.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 5.2, the method of binding

dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 5.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 5.3 Arbitration

§ 5.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 5.3.4 Consolidation or Joinder

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

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

§ 5.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 5.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

§ 5.4 The provisions of this Article 5 shall survive the termination of this Agreement.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination under Section 6.4 or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to the Owner. The Consultant shall have no

liability to the Owner for delay or damage caused to the Owner because of such suspension or termination of services. In the event of suspension of services, and before resuming services, the Owner shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 6.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 6.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

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

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

§ 6.6 If the Owner terminates this Agreement for its convenience pursuant to Section 6.5, or the Consultant terminates this Agreement pursuant to Section 6.3, the Owner shall compensate the Consultant for services performed prior to termination, and Reimbursable Expenses.

§ 6.7 In addition to any amounts paid under Section 6.6, if the Owner terminates this Agreement for its convenience pursuant to Section 6.5, or the Consultant terminates this Agreement pursuant to Section 6.3, the Owner shall pay to the Consultant the following fees:
(Set forth below the amount of any Termination or Licensing Fee, or the method for determining any Termination or Licensing Fee.)

.1 Termination Fee:

Fee for services rendered through date of termination.

.2 Licensing Fee if the Owner intends to continue using the Consultant's Instruments of Service:

§ 6.8 Except as otherwise expressly provided herein, this Agreement shall terminate upon:

- .1 Mutual agreement of the Owner and Consultant to terminate this Agreement; or
- .2 The expiration of one (1) year from completion of the Consultant's services under this Agreement unless a different date or time period is set forth below; or
(Insert the date from which the one (1) year completion period runs or the time period upon which termination will occur.)

§ 6.9 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 4 and Section 6.7.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 5.3.

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

§ 7.3 Unless explicitly provided otherwise in this Agreement, the Consultant and its subconsultants shall have no

responsibility for the discovery, presence, handling, removal, or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.4 The Consultant shall have the right to include video, photographic, or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. This Section 7.4 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 6.4.

§ 7.5 Subject to the express acknowledgement by the parties that Owner is a public body under North Carolina law and is therefore subject to the North Carolina Public Records Act and Open Meetings Law, the parties agree that, to the extent permitted by law, if the Owner or Consultant receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.5.1. This Section 7.5 shall survive the termination of this Agreement.

§ 7.5.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.5. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach. Notwithstanding anything herein to the contrary, no advance notice shall be required by Owner under this Section if Owner is required to disclose confidential or business proprietary information pursuant to the North Carolina Public Record Act and/or Open Meetings Law.

§ 7.5.2 "Confidential" or "business proprietary" information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
- .2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving Party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 7.6 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Consultant by the Owner prior to the assignment.

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

§ 7.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 7.9 The Agreement has not been fully executed and is not effective until the Pre-audit Certificate (as required by N.C.G.S. § 159-28) has been affixed and signed by the Owner's finance officers or deputy finance officers.

§ 7.9 The Consultant, for itself, its personal representatives, successors in interest and assign, as a part of the consideration hereof, does hereby covenant and agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin.

§ 7.9 The Consultant certifies that, as of the date listed below, it is not on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.55 et seq. In compliance with the requirements of the Iran Divestment Act, the Consultant shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

§ 7.9 The Consultant certifies that that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.82.

§ 7.9 Notwithstanding any other term or provision to the contrary, nothing in this Agreement shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or any other State or federal constitutional or statutory provision or principle that otherwise would be available to the Owner under applicable law.

§ 7.9 The Consultant shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If the Consultant utilizes a subcontractor it shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

ARTICLE 8 COMPENSATION

§ 8.1 For the Consultant's Basic Services under this Agreement, the Owner shall compensate the Consultant as follows:

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

The study will include, but is not limited to:

- Existing Site and Building Evaluations
- Design Services Evaluation for Renovation, Expansion, or New Construction
- Programming and Space Planning for Police and Fire Operations
- Preliminary Schematic Design Concepts
- Site Expansion and New Building Options
- Zoning, Accessibility, and Code Compliance Review
- Infrastructure Assessment and Recommendations

Fee for Services \$38,000.00

§ 8.2 For Additional Services pursuant to Section 2.2.1 that may arise during the course of the Project, the Owner shall compensate the Consultant as follows:

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

§ 8.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 8.2, shall be the amount invoiced to the Consultant plus percent (%), or as follows:

§ 8.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 8.5 Compensation for Reimbursable Expenses

§ 8.5.1 Reimbursable Expenses are in addition to compensation for services designated on AIA Document C141–2024 Exhibit A and Additional Services and include expenses incurred by the Consultant and the Consultant's subconsultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner and with the Owner's prior written approval, the Consultant's subconsultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Consultant's subconsultants;
- .9 All taxes levied on professional services and on reimbursable expenses; and
- .10 Other similar Project-related expenditures.

§ 8.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant and the Consultant's sub-consultants plus percent (%) of the expenses incurred.

§ 8.6 Consultant's Insurance. If the types and limits of coverage required in Section 2.4 are in addition to the types and limits the Consultant normally maintains, the Owner shall pay the Consultant for the additional costs incurred by the Consultant for the additional coverages as set forth below:

(Insert the additional coverages the Consultant is required to obtain in order to satisfy the requirements set forth in Section 2.4, and for which the Owner shall reimburse the Consultant.)

§ 8.7 If the services covered by this Agreement have not been completed by through no fault of the Consultant, extension of the Consultant's services beyond that time shall be compensated as provided in Section 8.2.

§ 8.8 Payments to the Consultant

§ 8.8.1 Initial Payments. An initial payment of Ten Thousand Dollars and Zero Cents (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 8.8.2 Progress Payments

§ 8.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within thirty (30) days of delivery of Consultant's invoice to Owner. Amounts unpaid Thirty (30) days after the invoice delivery date shall bear interest at the rate entered below after ten (10) days' written notice to Owner and an opportunity to cure.

(Insert rate of monthly or annual interest agreed upon.)

Four percent (4.00 %)

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

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

ARTICLE 9 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 10 SCOPE OF AGREEMENT

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

§ 10.2 This Agreement is comprised of the documents listed below:

- .1 AIA Document C141™–2024, Standard Form of Agreement Between Owner and Consultant
- .2 AIA Document C141™–2024, Exhibit A, Consultant's Services
- .3 Other documents, as follows:
(List other documents, if any, forming part of this Agreement.)

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

OWNER (Signature)

BY: .

(Printed name and title)

CONSULTANT (Signature)

BY: .Danny Reynolds, President

(Printed name and title)

Preliminary June 30, 2025 REVENUES

Account No.	Account Description	Fund	Fiscal Year	Final Budget	Revenue as of 6/30/2025	Under / (Over)	Percent Collected
10-3010-151	2015 AD VALOREM TAXES	GENERAL FUND	2025	-	291.63	(291.63)	0
10-3010-181	2018 AD VALOREM TAXES	GENERAL FUND	2025	-	1,445.42	(1,445.42)	0
10-3010-191	2019 AD VALOREM TAXES	GENERAL FUND	2025	-	951.17	(951.17)	0
10-3010-201	2020 AD VALOREM TAXES	GENERAL FUND	2025	5,000.00	497.48	4,502.52	10
10-3010-211	2021 AD VALOREM TAXES	GENERAL FUND	2025	6,500.00	898.90	5,601.10	14
10-3010-221	2022 AD VALOREM TAXES	GENERAL FUND	2025	12,000.00	3,390.51	8,609.49	28
10-3010-231	2023 AD VALOREM TAXES	GENERAL FUND	2025	20,000.00	14,389.97	5,610.03	72
10-3010-241	2024 AD VALOREM TAXES	GENERAL FUND	2025	2,234,454.00	2,278,082.04	(43,628.04)	102
10-3100-000	MOTOR VEHICLE TAXES	GENERAL FUND	2025	222,000.00	226,337.64	(4,337.64)	102
10-3120-001	TAX REFUNDS	GENERAL FUND	2025	(7,885.00)	(7,884.25)	(0.75)	100
10-3170-000	TAX PENALTY & INTEREST	GENERAL FUND	2025	10,000.00	8,481.55	1,518.45	85
10-3200-000	OCCUPANCY TAX	GENERAL FUND	2025	95,000.00	106,669.88	(11,669.88)	112
10-3290-000	INTEREST EARNED ON INVESTMENTS	GENERAL FUND	2025	243,000.00	772,393.14	(529,393.14)	318
10-3310-000	RENTS	GENERAL FUND	2025	74,400.00	75,131.74	(731.74)	101
10-3330-000	ABC STORE	GENERAL FUND	2025	133,000.00	135,328.36	(2,328.36)	102
10-3350-030	OTHER	GENERAL FUND	2025	(38,350.00)	(30,249.68)	(8,100.32)	79
10-3370-000	UTILITY FRANCHISE TAX	GENERAL FUND	2025	440,000.00	496,031.16	(56,031.16)	113
10-3410-000	ALCOHOL/BEVERAGE TAX	GENERAL FUND	2025	19,500.00	19,790.13	(290.13)	101
10-3430-000	POWELL BILL ST ALLOCATION	GENERAL FUND	2025	166,300.00	201,178.51	(34,878.51)	121
10-3450-010	UNRESTRICTED SALES TAX	GENERAL FUND	2025	1,879,492.00	1,929,942.69	(50,450.69)	103
10-3580-000	JAIL FEES	GENERAL FUND	2025	500.00	799.26	(299.26)	160
10-3590-000	REFUSE COLLECTION FEES	GENERAL FUND	2025	210,000.00	212,074.90	(2,074.90)	101
10-3590-010	RECYCLE FEES	GENERAL FUND	2025	86,000.00	87,498.40	(1,498.40)	102
10-3590-020	SOLID WASTE DISPOSAL TX	GENERAL FUND	2025	3,800.00	3,831.67	(31.67)	101
10-3610-000	CEMETERY REVENUES	GENERAL FUND	2025	5,000.00	1,600.00	3,400.00	32
10-3670-000	SALES TAX CERTIFICATION REFUND	GENERAL FUND	2025	5,000.00	2,253.40	2,746.60	45
10-3930-002	FINES	GENERAL FUND	2025	-	325.00	(325.00)	0
10-3970-020	HOUSING AUTHORITY	GENERAL FUND	2025	20,000.00	28,205.00	(8,205.00)	141
10-3970-021	PARAMOUNT FORD	GENERAL FUND	2025	1,910.00	1,943.23	(33.23)	102
10-3970-022	XTREME MACHINES	GENERAL FUND	2025	809.00	682.70	126.30	84
10-3970-025	ORS FACILITY RENTALS	GENERAL FUND	2025	22,075.00	21,784.00	291.00	99
10-3970-026	ORS AUDITORIUM & TICKET SALES	GENERAL FUND	2025	58,000.00	62,612.00	(4,612.00)	108
10-3970-027	ORS LEASES	GENERAL FUND	2025	25,492.00	29,691.00	(4,199.00)	116
10-3970-028	C.A. TOURS	GENERAL FUND	2025	1,000.00	-	1,000.00	0
10-3970-029	YOUTH SPORTS REGISTRATION FEES	GENERAL FUND	2025	14,500.00	18,301.23	(3,801.23)	126
10-3970-030	COMMUNITY CENTER MEMBERSHIPS	GENERAL FUND	2025	153,500.00	132,755.47	20,744.53	86
10-3970-031	COMMUNITY CENTER CONCESSIONS	GENERAL FUND	2025	44,000.00	48,350.31	(4,350.31)	110
10-3970-032	SUMMER SWIM TEAM	GENERAL FUND	2025	4,500.00	4,836.50	(336.50)	107
10-3970-033	BOWLING	GENERAL FUND	2025	55,000.00	52,439.55	2,560.45	95
10-3970-034	VENDING	GENERAL FUND	2025	1,200.00	1,218.00	(18.00)	102
10-3970-035	RECREATION CREDIT CARD FEES	GENERAL FUND	2025	3,000.00	3,133.83	(133.83)	104
10-3970-036	WALDESIAN FOOTRACE	GENERAL FUND	2025	4,000.00	3,928.76	71.24	98
10-3970-038	MCGALLIARD FALLS CONCESSIONS	GENERAL FUND	2025	4,000.00	6,475.75	(2,475.75)	162
10-3970-039	RECREATION MISC REV & PARK RENTAL	GENERAL FUND	2025	32,000.00	27,931.50	4,068.50	87
10-3970-126	ORS FACILITY FEES	GENERAL FUND	2025	2,000.00	2,390.91	(390.91)	120
10-3970-127	TEACHERS COTTAGE RENTALS	GENERAL FUND	2025	8,000.00	6,359.00	1,641.00	79
10-3970-128	MERCHANDISE SALES	GENERAL FUND	2025	2,000.00	-	2,000.00	0
10-3970-129	C.A. CONCESSIONS	GENERAL FUND	2025	3,000.00	2,027.83	972.17	68
10-3970-300	PRO RATA	GENERAL FUND	2025	1,100,000.00	1,008,333.26	91,666.74	92
10-3970-302	CAPITAL PROJECTS	GENERAL FUND	2025	221,000.00	221,000.00	-	100
10-3970-920	FESTIVAL	GENERAL FUND	2025	20,000.00	21,450.00	(1,450.00)	107
10-3990-000	FUND BALANCE APPROPRIATED	GENERAL FUND	2025	306,082.39	(200,411.72)	506,494.11	-65
FUND TOTAL	(10) - GENERAL FUND	GENERAL FUND	2025	7,931,779.39	8,047,098.73	(115,319.34)	101
30-3290-000	INTEREST EARNED ON INVESTMENTS	UTILITY FUND	2025	20,000.00	41,211.64	(21,211.64)	206
30-3350-030	OTHERS	UTILITY FUND	2025	-	700.00	(700.00)	0
30-3350-040	UTILITY BILL PENALTIES	UTILITY FUND	2025	60,000.00	112,252.81	(52,252.81)	187
30-3710-010	WATER CHARGES - RES	UTILITY FUND	2025	3,499,980.00	3,629,684.75	(129,704.75)	104
30-3710-011	WATER CHARGES - COMM	UTILITY FUND	2025	302,820.00	377,804.98	(74,984.98)	125
30-3710-012	WATER CHARGES - IND	UTILITY FUND	2025	493,906.00	517,406.22	(23,500.22)	105
30-3710-020	WASTE WATER CHARGES	UTILITY FUND	2025	1,499,938.00	1,546,622.91	(46,684.91)	103
30-3710-021	LONG TERM MONITORING	UTILITY FUND	2025	18,900.00	18,445.21	454.79	98
30-3730-000	TAP & CONNECTIN FEES	UTILITY FUND	2025	40,000.00	93,900.00	(53,900.00)	235
30-3750-000	RECONNECTIN FEES	UTILITY FUND	2025	60,000.00	110,757.21	(50,757.21)	185
30-3810-020	TOWN OF DREXEL	UTILITY FUND	2025	226,800.00	215,107.76	11,692.24	95
30-3810-030	BURKE CNTY-E BURKE SYST-WV	UTILITY FUND	2025	122,472.00	130,235.00	(7,763.00)	106
30-3810-032	BURKE COUNTY WATER	UTILITY FUND	2025	113,400.00	99,978.73	13,421.27	88
30-3810-040	RC WATER CORP	UTILITY FUND	2025	243,810.00	243,293.96	516.04	100
30-3810-042	RC WW	UTILITY FUND	2025	17,325.00	18,867.30	(1,542.30)	109
30-3810-060	TRIPLE COMM WATER CORP	UTILITY FUND	2025	-	38.50	(38.50)	0
30-3810-070	ICARD WATER CORP	UTILITY FUND	2025	132,000.00	175,527.20	(43,527.20)	133
30-3810-080	CONNELLY SPRINGS MAINT	UTILITY FUND	2025	23,000.00	11,500.00	11,500.00	50
30-3830-000	SALE OF FIXED ASSETS	UTILITY FUND	2025	-	26,875.00	(26,875.00)	0
30-3990-000	FUND BALANCE APPROPRIATED	UTILITY FUND	2025	1,008,940.42	192,357.25	816,583.17	19
FUND TOTAL	(30) - UTILITY FUND	UTILITY FUND	2025	7,883,291.42	7,562,566.43	320,724.99	96

Preliminary June 30, 2025 EXPENDITURES

Account No.	Account Description	Department Name	Fund	Fiscal Year	Final Budget	Expenditure as of 6/30/2025	Under / (Over)	Percent Spent
10-4100-020	SALARIES & WAGES	GOVERNING BODY	GENERAL FUND	2025	28,750.00	28,050.00	700	98
10-4100-050	FICA TAX PAYABLE	GOVERNING BODY	GENERAL FUND	2025	2,199.00	2,092.38	106.72	95
10-4100-060	GROUP INSURANCE PAYABLE	GOVERNING BODY	GENERAL FUND	2025	25,388.00	9,000.62	16,387.38	35
10-4100-140	TRAVEL EXPENSE	GOVERNING BODY	GENERAL FUND	2025	2,500.00	2,125.10	374.9	85
10-4100-330	DEPT SUPPLIES	GOVERNING BODY	GENERAL FUND	2025	100	92.92	7.08	93
10-4100-570	MISCELLANEOUS	GOVERNING BODY	GENERAL FUND	2025	500	35.72	464.28	7
DEPT TOTAL		GOVERNING BODY	GENERAL FUND	2025	59,437.00	41,396.64	18,040.36	70
10-4200-020	SALARIES & WAGES	ADMINISTRATION	GENERAL FUND	2025	430,822.00	379,179.00	51,643.00	88
10-4200-022	PART TIME PAY	ADMINISTRATION	GENERAL FUND	2025	11,997.22	8,502.00	3,495.22	72
10-4200-040	PROFESSIONAL SERVICES	ADMINISTRATION	GENERAL FUND	2025	165,526.00	97,618.67	67,907.33	59
10-4200-041	HEALTH REIMBURSEMENT (HRA)	ADMINISTRATION	GENERAL FUND	2025	57,390.00	40,871.07	16,518.93	71
10-4200-050	FICA TAX PAYABLE	ADMINISTRATION	GENERAL FUND	2025	36,962.00	29,109.98	7,852.02	79
10-4200-060	GROUP INSURANCE PAYABLE	ADMINISTRATION	GENERAL FUND	2025	48,775.00	38,461.06	10,313.94	79
10-4200-070	RETIREMENT EXPENSE	ADMINISTRATION	GENERAL FUND	2025	62,517.00	47,586.46	15,030.54	76
10-4200-080	UNEMPLOYMENT CHARGES	ADMINISTRATION	GENERAL FUND	2025	3,000.00	3,000.00	-	100
10-4200-110	TELEPHONE	ADMINISTRATION	GENERAL FUND	2025	24,350.00	20,965.76	3,384.24	86
10-4200-111	POSTAGE	ADMINISTRATION	GENERAL FUND	2025	4,000.00	2,511.25	1,488.75	63
10-4200-120	PRINTING EXPENSE	ADMINISTRATION	GENERAL FUND	2025	3,100.00	1,737.08	1,362.92	56
10-4200-130	UTILITY EXPENSE - ELECT	ADMINISTRATION	GENERAL FUND	2025	10,500.00	10,440.38	59.62	99
10-4200-140	TRAVEL EXPENSE	ADMINISTRATION	GENERAL FUND	2025	5,300.00	5,294.26	5.74	100
10-4200-150	MAINT & REPAIR BLDG & GROU	ADMINISTRATION	GENERAL FUND	2025	17,045.00	14,268.50	2,786.50	84
10-4200-160	MAINT & REPAIR - EQUIP	ADMINISTRATION	GENERAL FUND	2025	4,600.00	4,313.30	286.7	94
10-4200-170	MAINT & REPAIR - AUTO	ADMINISTRATION	GENERAL FUND	2025	250	-	250	0
10-4200-260	ADVERTISING	ADMINISTRATION	GENERAL FUND	2025	2,850.00	2,670.26	179.74	94
10-4200-311	AUTO SUPPLIES GAS	ADMINISTRATION	GENERAL FUND	2025	1,000.00	103.72	896.28	10
10-4200-314	AUTO SUPPLIES OIL	ADMINISTRATION	GENERAL FUND	2025	50	14.34	35.66	29
10-4200-330	DEPT SUPPLIES & MATL	ADMINISTRATION	GENERAL FUND	2025	15,100.00	13,702.16	1,397.84	91
10-4200-450	CONTRACTED SERVICES	ADMINISTRATION	GENERAL FUND	2025	39,430.00	29,064.81	10,365.19	74
10-4200-490	IT	ADMINISTRATION	GENERAL FUND	2025	74,690.00	58,196.03	16,523.97	78
10-4200-530	DUES & SUBSCRIPTIONS	ADMINISTRATION	GENERAL FUND	2025	29,801.00	17,847.19	11,953.81	60
10-4200-540	INSURANCE & BONDS	ADMINISTRATION	GENERAL FUND	2025	161,188.72	142,545.26	18,643.46	88
10-4200-570	MISC EXPENSE	ADMINISTRATION	GENERAL FUND	2025	10,350.00	7,296.34	3,053.66	70
10-4200-740	CAPITAL OUTLAY	ADMINISTRATION	GENERAL FUND	2025	29,641.28	5,591.28	24,050.00	19
10-4200-930	BURKE COUNTY LIBRARY	ADMINISTRATION	GENERAL FUND	2025	40,000.00	40,000.00	-	100
10-4200-962	DEBT SERVICE	ADMINISTRATION	GENERAL FUND	2025	88,878.00	-	-	100
10-4200-990	CONTINGENCY	ADMINISTRATION	GENERAL FUND	2025	18,000.00	-	18,000.00	0
DEPT TOTAL		ADMINISTRATION	GENERAL FUND	2025	1,397,213.22	1,109,817.96	287,395.26	79
10-4250-020	SALARIES & WAGES	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	98,251.36	98,251.36	-	100
10-4250-021	OVER TIME PAY	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	2,394.00	846.41	1,457.59	37
10-4250-040	PROFESSIONAL SERVICES	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	300	300	-	100
10-4250-050	FICA TAX PAYABLE	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	7,893.00	7,296.57	596.43	95
10-4250-060	GROUP INSURANCE PAYABLE	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	18,730.00	18,540.94	189.06	99
10-4250-070	RETIREMENT PAYABLE	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	13,563.00	13,384.81	168.19	99
10-4250-120	PRINTING EXPENSE	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	500	-	500	0
10-4250-130	UTILITY EXPENSE ELECT	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	8,533.20	8,533.20	-	100
10-4250-131	UTILITY EXPENSE GAS	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	3,150.00	3,146.55	3.45	100
10-4250-140	TRAINING & TRAVEL	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	2,500.00	533.57	1,966.43	21
10-4250-150	MAINT & REPAIR BLDGS & GROU	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	16,000.00	13,740.05	2,259.95	86
10-4250-160	MAINT & REPAIR EQUIP	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	4,000.00	1,122.21	2,877.79	28
10-4250-170	MAINT & REPAIR AUTO	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	1,500.00	604.12	895.88	40
10-4250-311	AUTO SUPPLIES GAS	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	5,500.00	2,714.09	2,785.91	49
10-4250-313	AUTO SUPPLIES TIRES	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	1,420.00	1,339.68	80.34	94
10-4250-314	AUTO SUPPLIES OIL	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	164	147.81	16.19	80
10-4250-330	DEPT SUPPLIES & MATERIAL	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	22,560.69	9,993.10	12,567.59	44
10-4250-332	CHEMICALS	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	500	-	500	0
10-4250-360	UNIFORMS	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	1,580.00	1,316.27	263.73	83
10-4250-450	CONTRACTED SERVICES	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	10,016.00	6,679.00	3,337.00	67
10-4250-530	DUES & SUBSCRIPTIONS	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	2,325.00	1,120.00	1,205.00	48
10-4250-740	CAPITAL OUTLAY	PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	87,662.00	87,660.00	2	100
DEPT TOTAL		PUBLIC WORKS ADMINISTRATION	GENERAL FUND	2025	308,922.25	277,179.72	31,742.53	90
10-4350-020	SALARIES & WAGES	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	144,035.00	142,521.55	1,513.45	99
10-4350-021	OVER TIME PAY	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	8,505.00	4,774.11	3,730.89	56
10-4350-022	PART TIME PAY	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	22,227.00	21,644.25	582.75	97
10-4350-050	FICA TAX PAYABLE	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	13,439.00	12,560.89	878.11	93
10-4350-060	GROUP INSURANCE	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	30,764.00	29,567.21	1,196.79	96
10-4350-070	RETIREMENT	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	22,511.00	19,430.12	3,080.88	86
10-4350-140	TRAVEL	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	400	286.19	113.81	72
10-4350-150	MAINT & REPAIR BLDGS & GROU	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	15,866.00	8,115.09	7,750.91	51
10-4350-160	MAINT & REPAIR EQUIP	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	3,480.00	1,649.02	1,830.98	47
10-4350-170	MAINT & REPAIR AUTO	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	1,500.00	1,124.16	375.84	75
10-4350-311	AUTO SUPPLIES - GAS	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	6,500.00	4,686.02	1,813.98	72
10-4350-312	AUTO SUPPLIES DIESEL	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	928	296.13	631.87	32
10-4350-313	AUTO SUPPLIES - TIRES	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	1,350.00	872.44	477.56	65
10-4350-314	AUTO SUPPLIES - OIL	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	566	496.15	69.85	88
10-4350-330	DEPT SUPPLIES & MATERIAL	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	12,250.00	625.02	11,624.98	5
10-4350-332	CHEMICALS	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	2,500.00	2,017.88	482.12	81
10-4350-360	UNIFORMS	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	2,400.00	1,660.58	739.42	69
10-4350-450	CONTRACT SERVICES	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	500	299.78	200.22	60
10-4350-451	CONT SERVICES - HELPING HAND	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	-	-	-	0
10-4350-570	MISC EXPENSE	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	2,500.00	1,514.49	985.51	61
10-4350-740	CAPITAL OUTLAY	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	3,000.00	1,206.13	1,793.87	40
10-4350-927	ARBOR BEAUTIFICATION	MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	10,800.00	3,200.43	7,599.57	30
DEPT TOTAL		MAINTENANCE & GROUNDS DEPARTMENT	GENERAL FUND	2025	306,021.00	258,547.44	47,473.56	84

Account No.	Account Description	Department Name	Fund	Fiscal Year	Final Budget	Expenditure as of 6/30/2025	Under / (Over)	Percent Spent
10-4900-022	PART TIME PAY	PLANNING DEPARTMENT	GENERAL FUND	2025	35,500.00	35,497.33	2.67	100
10-4900-040	PROFESSIONAL SERVICES	PLANNING DEPARTMENT	GENERAL FUND	2025	3,000.00	718	2,282.00	24
10-4900-050	FICA TAX EXPENSE	PLANNING DEPARTMENT	GENERAL FUND	2025	3,205.00	1,231.86	1,973.14	38
10-4900-060	GROUP INSURANCE EXPENSE	PLANNING DEPARTMENT	GENERAL FUND	2025	-	-	-	0
10-4900-140	TRAVEL EXPENSE	PLANNING DEPARTMENT	GENERAL FUND	2025	-	-	-	0
10-4900-160	MAINT & REPAIR EQUIP	PLANNING DEPARTMENT	GENERAL FUND	2025	-	-	-	0
10-4900-260	ADVERTISING	PLANNING DEPARTMENT	GENERAL FUND	2025	1,125.00	186.64	938.36	17
10-4900-330	DEPT SUPPLIES & MATL	PLANNING DEPARTMENT	GENERAL FUND	2025	700	15	685	2
10-4900-450	CONTRACTED SERVICES	PLANNING DEPARTMENT	GENERAL FUND	2025	-	-	-	0
10-4900-451	ABATEMENTS	PLANNING DEPARTMENT	GENERAL FUND	2025	7,000.00	809.75	6,190.25	12
10-4900-530	DUES & SUBSCRIPTIONS	PLANNING DEPARTMENT	GENERAL FUND	2025	344	-	344	0
10-4900-570	MISC EXPENSE	PLANNING DEPARTMENT	GENERAL FUND	2025	1,000.00	-	1,000.00	0
10-4900-740	CAPITAL OUTLAY	PLANNING DEPARTMENT	GENERAL FUND	2025	29,895.00	20,965.11	8,929.89	70
DEPT TOTAL		PLANNING DEPARTMENT	GENERAL FUND	2025	81,769.00	59,423.69	22,345.31	73
10-5100-020	SALARIES & WAGES	POLICE DEPARTMENT	GENERAL FUND	2025	765,503.00	765,502.60	0.4	100
10-5100-021	OVER TIME PAY	POLICE DEPARTMENT	GENERAL FUND	2025	25,763.21	21,624.98	4,138.23	84
10-5100-022	PART TIME PAY	POLICE DEPARTMENT	GENERAL FUND	2025	8,643.00	8,213.75	429.25	95
10-5100-024	EXTRA DUTY HOURS	POLICE DEPARTMENT	GENERAL FUND	2025	23,377.00	23,376.93	0.07	100
10-5100-040	PROFESSIONAL SERVICES	POLICE DEPARTMENT	GENERAL FUND	2025	1,800.00	1,168.84	631.16	65
10-5100-050	FICA TAX EXPENSE	POLICE DEPARTMENT	GENERAL FUND	2025	60,646.00	60,294.06	351.94	99
10-5100-060	GROUP INSURANCE EXPENSE	POLICE DEPARTMENT	GENERAL FUND	2025	137,583.73	137,583.52	0.21	100
10-5100-065	DEFERRED COMP 401K	POLICE DEPARTMENT	GENERAL FUND	2025	36,607.00	36,411.48	195.52	99
10-5100-070	RETIREMENT EXPENSE	POLICE DEPARTMENT	GENERAL FUND	2025	117,024.00	116,370.58	653.42	99
10-5100-110	TELEPHONE	POLICE DEPARTMENT	GENERAL FUND	2025	9,871.00	9,344.64	526.36	95
10-5100-111	POSTAGE	POLICE DEPARTMENT	GENERAL FUND	2025	1,825.00	1,113.79	711.21	61
10-5100-120	PRINTING EXPENSE	POLICE DEPARTMENT	GENERAL FUND	2025	157.96	157.96	-	100
10-5100-130	ELECTRIC	POLICE DEPARTMENT	GENERAL FUND	2025	1,200.00	924.93	275.07	77
10-5100-131	NATURAL GAS	POLICE DEPARTMENT	GENERAL FUND	2025	200	139.86	60.14	70
10-5100-140	TRAINING & TRAVEL	POLICE DEPARTMENT	GENERAL FUND	2025	3,902.50	1,872.32	2,030.18	48
10-5100-150	MAINT & REPAIR BLDG & GROU	POLICE DEPARTMENT	GENERAL FUND	2025	1,288.00	538.74	749.26	42
10-5100-160	MAINT & REPAIR EQUIP	POLICE DEPARTMENT	GENERAL FUND	2025	1,718.92	1,711.03	7.89	100
10-5100-170	MAINT & REPAIR AUTO	POLICE DEPARTMENT	GENERAL FUND	2025	19,442.39	19,108.94	333.45	98
10-5100-311	AUTO SUPPLIES GAS	POLICE DEPARTMENT	GENERAL FUND	2025	29,901.00	29,834.09	66.91	100
10-5100-313	AUTO SUPPLIES TIRES	POLICE DEPARTMENT	GENERAL FUND	2025	4,432.61	2,463.42	1,969.19	56
10-5100-314	AUTO SUPPLIES OIL	POLICE DEPARTMENT	GENERAL FUND	2025	2,000.00	1,869.71	130.29	93
10-5100-330	DEPT SUPPLIES & MATL	POLICE DEPARTMENT	GENERAL FUND	2025	65,046.95	61,636.36	3,410.59	95
10-5100-360	UNIFORMS	POLICE DEPARTMENT	GENERAL FUND	2025	16,445.56	16,331.78	113.78	99
10-5100-450	CONTRACTED SERVICES	POLICE DEPARTMENT	GENERAL FUND	2025	13,317.48	11,777.48	1,540.00	88
10-5100-490	IT	POLICE DEPARTMENT	GENERAL FUND	2025	12,442.92	12,061.71	381.21	97
10-5100-530	DUES & SUBSCRIPTIONS	POLICE DEPARTMENT	GENERAL FUND	2025	10.5	-	10.5	0
10-5100-540	INSURANCE & BONDS	POLICE DEPARTMENT	GENERAL FUND	2025	2,065.00	2,065.00	-	100
10-5100-740	CAPITAL OUTLAY	POLICE DEPARTMENT	GENERAL FUND	2025	60,041.27	60,040.78	0.49	100
10-5100-910	DEBT SERVICE - CARS	POLICE DEPARTMENT	GENERAL FUND	2025	18,471.00	18,470.13	0.87	100
DEPT TOTAL		POLICE DEPARTMENT	GENERAL FUND	2025	1,440,727.00	1,422,009.41	18,717.59	99
10-5300-020	SALARIES & WAGES	FIRE DEPARTMENT	GENERAL FUND	2025	310,922.96	310,922.96	-	100
10-5300-021	OVER TIME PAY	FIRE DEPARTMENT	GENERAL FUND	2025	12,911.97	10,191.97	2,720.00	79
10-5300-022	PART TIME PAY	FIRE DEPARTMENT	GENERAL FUND	2025	38,571.50	38,571.50	-	100
10-5300-024	EXTRA DUTY HOURS	FIRE DEPARTMENT	GENERAL FUND	2025	51,561.00	51,560.30	0.7	100
10-5300-040	PROFESSIONAL SERVICES	FIRE DEPARTMENT	GENERAL FUND	2025	6,447.00	5,320.12	1,126.88	83
10-5300-050	FICA TAX EXPENSE	FIRE DEPARTMENT	GENERAL FUND	2025	31,810.79	31,601.79	209	99
10-5300-060	GROUP INSURANCE EXPENSE	FIRE DEPARTMENT	GENERAL FUND	2025	76,862.00	76,861.22	0.78	100
10-5300-070	RETIREMENT EXPENSE	FIRE DEPARTMENT	GENERAL FUND	2025	51,077.36	50,685.36	392	99
10-5300-110	TELEPHONE	FIRE DEPARTMENT	GENERAL FUND	2025	1,080.00	857.58	222.42	79
10-5300-111	POSTAGE	FIRE DEPARTMENT	GENERAL FUND	2025	200	200	-	100
10-5300-120	PRINTING EXPENSE	FIRE DEPARTMENT	GENERAL FUND	2025	500	500	-	100
10-5300-130	UTILITIES EXPENSE ELECT	FIRE DEPARTMENT	GENERAL FUND	2025	15,030.62	15,030.62	-	100
10-5300-131	UTILITIES EXPENSE GAS	FIRE DEPARTMENT	GENERAL FUND	2025	2,302.51	-	-	100
10-5300-140	TRAINING & TRAVEL	FIRE DEPARTMENT	GENERAL FUND	2025	19,320.00	19,012.15	307.85	98
10-5300-150	MAINT & REPAIR BLDGS & GROU	FIRE DEPARTMENT	GENERAL FUND	2025	9,350.00	9,350.00	-	100
10-5300-160	MAINT & REPAIR EQUIP	FIRE DEPARTMENT	GENERAL FUND	2025	12,210.00	12,210.00	-	100
10-5300-170	MAINT & REPAIR AUTO	FIRE DEPARTMENT	GENERAL FUND	2025	29,116.00	28,464.83	651.17	98
10-5300-311	AUTO SUPPLIES GAS	FIRE DEPARTMENT	GENERAL FUND	2025	1,665.11	1,665.11	-	100
10-5300-312	AUTO SUPPLIES DIESEL	FIRE DEPARTMENT	GENERAL FUND	2025	5,991.91	5,991.91	-	100
10-5300-313	AUTO SUPPLIES TIRES	FIRE DEPARTMENT	GENERAL FUND	2025	594	594	-	100
10-5300-314	AUTO SUPPLIES OIL	FIRE DEPARTMENT	GENERAL FUND	2025	2,025.00	1,774.14	250.86	88
10-5300-330	DEPT SUPPLIES & MATL	FIRE DEPARTMENT	GENERAL FUND	2025	120,567.07	120,488.05	79.02	100
10-5300-360	UNIFORMS	FIRE DEPARTMENT	GENERAL FUND	2025	7,000.00	6,966.70	33.3	100
10-5300-450	CONTRACTED SERVICES	FIRE DEPARTMENT	GENERAL FUND	2025	26,098.00	26,097.91	0.09	100
10-5300-490	IT	FIRE DEPARTMENT	GENERAL FUND	2025	9,000.00	9,000.00	-	100
10-5300-530	DUES & SUBSCRIPTIONS	FIRE DEPARTMENT	GENERAL FUND	2025	6,545.00	6,521.00	24	99
10-5300-540	INSURANCE & BONDS	FIRE DEPARTMENT	GENERAL FUND	2025	26,348.00	26,347.02	0.98	100
10-5300-572	SAFETY	FIRE DEPARTMENT	GENERAL FUND	2025	9,660.00	9,594.17	65.83	99
10-5300-740	CAPITAL OUTLAY EQUIP	FIRE DEPARTMENT	GENERAL FUND	2025	75,000.00	75,000.00	-	100
10-5300-912	DEBT SERVICE LADDER TRK	FIRE DEPARTMENT	GENERAL FUND	2025	52,761.00	-	-	100
DEPT TOTAL		FIRE DEPARTMENT	GENERAL FUND	2025	1,012,529.00	1,005,544.12	6,984.88	99

Account No.	Account Description	Department Name	Fund	Fiscal Year	Final Budget	Expenditure as of 6/30/2025	Under / (Over)	Percent Spent
10-5600-020	SALARIES & WAGES	STREET DEPARTMENT	GENERAL FUND	2025	143,847.00	143,176.68	670.32	100
10-5600-021	OVER TIME PAY	STREET DEPARTMENT	GENERAL FUND	2025	9,181.00	5,389.11	3,791.89	59
10-5600-040	PROFESSIONAL SERVICES	STREET DEPARTMENT	GENERAL FUND	2025	1,000.00	-	1,000.00	0
10-5600-050	FICA TAX EXPENSE	STREET DEPARTMENT	GENERAL FUND	2025	12,064.00	10,928.91	1,135.09	91
10-5600-060	GROUP INSURANCE EXPENSE	STREET DEPARTMENT	GENERAL FUND	2025	37,148.00	33,909.24	3,238.76	91
10-5600-070	RETIREMENT EXPENSE	STREET DEPARTMENT	GENERAL FUND	2025	21,554.00	20,831.83	1,522.17	96
10-5600-130	UTILITIES EXPENSE ELECT	STREET DEPARTMENT	GENERAL FUND	2025	2,863.75	2,224.84	438.91	84
10-5600-133	UTILITIES EXPENSE ST LIGHT	STREET DEPARTMENT	GENERAL FUND	2025	102,948.00	98,354.90	4,593.10	96
10-5600-134	UTILITY EXPENSE TRAFFIC LIGHT	STREET DEPARTMENT	GENERAL FUND	2025	1,344.00	988.28	355.72	74
10-5600-140	TRAINING & TRAVEL	STREET DEPARTMENT	GENERAL FUND	2025	1,000.00	200	800	20
10-5600-150	MAINT & REPAIR BLDGS & GROUND	STREET DEPARTMENT	GENERAL FUND	2025	16,500.25	13,817.42	2,682.83	84
10-5600-160	MAINT & REPAIR EQUIP	STREET DEPARTMENT	GENERAL FUND	2025	10,000.00	9,986.97	13.03	100
10-5600-170	MAINT & REPAIR AUTO	STREET DEPARTMENT	GENERAL FUND	2025	12,000.00	9,196.30	2,803.70	77
10-5600-311	AUTO SUPPLIES GAS	STREET DEPARTMENT	GENERAL FUND	2025	3,800.00	3,047.73	752.27	80
10-5600-312	AUTO SUPPLIES DIESEL	STREET DEPARTMENT	GENERAL FUND	2025	16,047.00	9,552.68	6,494.32	60
10-5600-313	AUTO SUPPLIES TIRES	STREET DEPARTMENT	GENERAL FUND	2025	5,500.00	1,193.63	4,306.37	22
10-5600-314	AUTO SUPPLIES OIL	STREET DEPARTMENT	GENERAL FUND	2025	2,954.00	2,184.85	769.15	74
10-5600-330	DEPT SUPPLIES & MATL	STREET DEPARTMENT	GENERAL FUND	2025	16,800.00	710.68	15,889.32	4
10-5600-332	CHEMICALS	STREET DEPARTMENT	GENERAL FUND	2025	2,000.00	2,000.00	-	100
10-5600-360	UNIFORMS	STREET DEPARTMENT	GENERAL FUND	2025	2,800.00	2,576.83	223.17	92
10-5600-450	CONTRACTED SERVICES	STREET DEPARTMENT	GENERAL FUND	2025	1,080.00	1,058.50	21.50	98
10-5600-900	TRANSFER TO STREETS PROJECT	STREET DEPARTMENT	GENERAL FUND	2025	375,000.00	375,000.00	-	100
10-5600-910	DEBT SERVICE	STREET DEPARTMENT	GENERAL FUND	2025	53,743.00	53,743.00	-	100
DEPT TOTAL		STREET DEPARTMENT	GENERAL FUND	2025	850,774.00	799,272.38	51,501.62	94
10-5700-150	MAINT & REPAIR BLDG & GRDS	POWELL BILL	GENERAL FUND	2025	4,000.00	3,337.49	662.51	83
10-5700-151	MAINT & REPAIR - PATCHING	POWELL BILL	GENERAL FUND	2025	8,000.00	7,987.94	12.06	100
10-5700-154	DRAINAGE AND STORM SEWER	POWELL BILL	GENERAL FUND	2025	3,000.00	1,328.07	1,671.93	44
10-5700-155	SNOW AND ICE REMOVAL	POWELL BILL	GENERAL FUND	2025	3,800.00	3,153.37	646.63	83
10-5700-330	DEPT SUPPLIES & MATL	POWELL BILL	GENERAL FUND	2025	2,500.00	88.55	2,411.45	4
10-5700-730	CAPITAL OUTLAY SIDEWALKS	POWELL BILL	GENERAL FUND	2025	20,000.00	-	20,000.00	0
10-5700-740	CAPITAL OUTLAY	POWELL BILL	GENERAL FUND	2025	125,000.00	125,000.00	-	100
DEPT TOTAL		POWELL BILL	GENERAL FUND	2025	168,300.00	140,895.42	25,404.58	85
10-5800-020	SALARIES & WAGES	SANITATION	GENERAL FUND	2025	36,936.19	36,936.19	-	100
10-5800-021	OVER TIME PAY	SANITATION	GENERAL FUND	2025	2,232.00	1,242.45	989.55	56
10-5800-050	FICA EXPENSE	SANITATION	GENERAL FUND	2025	2,930.00	2,880.64	49.36	98
10-5800-060	GROUP INSURANCE EXPENSE	SANITATION	GENERAL FUND	2025	9,311.00	9,196.85	114.15	99
10-5800-070	RETIREMENT EXPENSE	SANITATION	GENERAL FUND	2025	5,235.00	5,144.14	90.86	98
10-5800-111	POSTAGE	SANITATION	GENERAL FUND	2025	3,000.00	768.54	2,231.46	26
10-5800-120	PRINTING EXPENSE	SANITATION	GENERAL FUND	2025	900	900	-	100
10-5800-160	MAINT. & REPAIR-EQUIPMENT	SANITATION	GENERAL FUND	2025	-	-	-	0
10-5800-170	MAINT. & REPAIR-AUTO & TRUCK	SANITATION	GENERAL FUND	2025	642	136.26	505.74	21
10-5800-260	ADVERTISING	SANITATION	GENERAL FUND	2025	900	-	900	0
10-5800-311	AUTO SUPPLIES GAS	SANITATION	GENERAL FUND	2025	4,000.00	2,217.49	1,782.51	55
10-5800-312	AUTO SUPPLIES DIESEL	SANITATION	GENERAL FUND	2025	1,500.00	866.78	633.22	58
10-5800-313	AUTO SUPPLIES TIRES	SANITATION	GENERAL FUND	2025	2,290.00	1,689.73	600.27	74
10-5800-314	AUTO SUPPLIES-OIL	SANITATION	GENERAL FUND	2025	628	101.09	526.91	16
10-5800-330	DEPT. SUPPLIES & MATERIALS	SANITATION	GENERAL FUND	2025	1,400.00	1,241.47	158.53	89
10-5800-332	CHEMICAL	SANITATION	GENERAL FUND	2025	200	161.49	38.51	81
10-5800-360	UNIFORMS	SANITATION	GENERAL FUND	2025	1,260.00	398.4	861.6	32
10-5800-450	CONTRACTED SERVICES	SANITATION	GENERAL FUND	2025	337,810.00	337,809.71	0.29	100
10-5800-740	CAPITAL OUTLAY	SANITATION	GENERAL FUND	2025	6,000.00	3,042.00	2,958.00	51
DEPT TOTAL		SANITATION	GENERAL FUND	2025	416,874.19	404,733.23	12,140.96	97
10-6200-020	SALARIES & WAGES	RECREATION DEPARTMENT	GENERAL FUND	2025	290,119.00	290,118.71	0.29	100
10-6200-022	PART-TIME PAY	RECREATION DEPARTMENT	GENERAL FUND	2025	268,733.00	267,313.89	1,419.11	99
10-6200-040	PROFESSIONAL SERVICES	RECREATION DEPARTMENT	GENERAL FUND	2025	1,163.39	1,163.39	-	100
10-6200-050	FICA TAX EXPENSE	RECREATION DEPARTMENT	GENERAL FUND	2025	41,098.00	41,098.00	0.00	100
10-6200-060	GROUP INSURANCE EXPENSE	RECREATION DEPARTMENT	GENERAL FUND	2025	56,323.86	55,969.86	354	99
10-6200-070	RETIREMENT EXPENSE	RECREATION DEPARTMENT	GENERAL FUND	2025	39,864.00	39,630.22	233.78	99
10-6200-110	TELEPHONE	RECREATION DEPARTMENT	GENERAL FUND	2025	400	393.11	6.89	98
10-6200-130	UTILITIES EXPENSE-ELECTRIC	RECREATION DEPARTMENT	GENERAL FUND	2025	48,180.00	48,079.90	100.10	100
10-6200-131	UTILITY EXPENSE-GAS	RECREATION DEPARTMENT	GENERAL FUND	2025	36,120.00	36,025.32	94.68	100
10-6200-140	TRAINING & TRAVEL	RECREATION DEPARTMENT	GENERAL FUND	2025	3,000.00	2,729.92	270.08	91
10-6200-150	MAINT & REPAIR-BLDGS	RECREATION DEPARTMENT	GENERAL FUND	2025	77,256.00	60,774.38	16,481.62	79
10-6200-151	PARKS REPAIRS	RECREATION DEPARTMENT	GENERAL FUND	2025	24,828.00	24,724.19	103.81	100
10-6200-160	MAINT & REPAIR-EQUIPMENT	RECREATION DEPARTMENT	GENERAL FUND	2025	16,500.00	16,164.67	335.33	98
10-6200-170	MAINT & REPAIR-AUTO	RECREATION DEPARTMENT	GENERAL FUND	2025	1,000.00	781.93	218.07	78
10-6200-260	ADVERTISING	RECREATION DEPARTMENT	GENERAL FUND	2025	1,500.00	1,433.03	66.97	96
10-6200-311	AUTO SUPPLIES-GAS-UNLEAD	RECREATION DEPARTMENT	GENERAL FUND	2025	1,826.00	1,825.83	0.17	100
10-6200-314	AUTO SUPPLIES-OIL	RECREATION DEPARTMENT	GENERAL FUND	2025	69	50.74	18.26	74
10-6200-330	DEPT SUPPLIES & MATERIALS	RECREATION DEPARTMENT	GENERAL FUND	2025	32,050.00	31,911.56	138.44	100
10-6200-332	CHEMICALS	RECREATION DEPARTMENT	GENERAL FUND	2025	15,655.91	15,655.91	-	100
10-6200-360	UNIFORMS	RECREATION DEPARTMENT	GENERAL FUND	2025	1,500.00	1,500.00	-	100
10-6200-450	CONTRACTED SERVICES	RECREATION DEPARTMENT	GENERAL FUND	2025	43,197.14	43,197.14	-	100
10-6200-454	WALDENSIAN FOOTRACE	RECREATION DEPARTMENT	GENERAL FUND	2025	4,852.00	4,851.07	0.93	100
10-6200-480	SWIM TEAM	RECREATION DEPARTMENT	GENERAL FUND	2025	2,148.00	2,089.64	58.36	97
10-6200-481	P F R CONCESSIONS	RECREATION DEPARTMENT	GENERAL FUND	2025	33,000.00	32,263.91	736.09	98
10-6200-484	P F R OTHER	RECREATION DEPARTMENT	GENERAL FUND	2025	9,000.00	8,860.41	139.59	98
10-6200-530	DUES AND SUBSCRIPTIONS	RECREATION DEPARTMENT	GENERAL FUND	2025	3,545.00	3,059.57	485.43	86
10-6200-740	CAPITAL OUTLAY	RECREATION DEPARTMENT	GENERAL FUND	2025	94,720.00	93,580.00	1,140.00	99
10-6200-910	DEBT SERVICE	RECREATION DEPARTMENT	GENERAL FUND	2025	19,483.00	19,483.00	-	100
DEPT TOTAL		RECREATION DEPARTMENT	GENERAL FUND	2025	1,167,132.30	1,144,730.01	22,402.29	98

Account No.	Account Description	Department Name	Fund	Fiscal Year	Final Budget	Expenditure as of 6/30/2025	Under / (Over)	Percent Spent
10-6250-020	SALARIES & WAGES	COMMUNITY AFFAIRS	GENERAL FUND	2025	180,309.00	179,858.29	450.71	100
10-6250-021	OVER TIME PAY	COMMUNITY AFFAIRS	GENERAL FUND	2025	2,624.00	-	2,624.00	0
10-6250-022	PART-TIME PAY	COMMUNITY AFFAIRS	GENERAL FUND	2025	33,000.00	31,218.50	1,781.50	95
10-6250-040	PROFESSIONAL SERVICES	COMMUNITY AFFAIRS	GENERAL FUND	2025	1,380.00	-	1,380.00	0
10-6250-050	PICA TAX EXPENSE	COMMUNITY AFFAIRS	GENERAL FUND	2025	16,400.00	15,857.82	542.18	87
10-6250-060	GROUP INSURANCE EXPENSE	COMMUNITY AFFAIRS	GENERAL FUND	2025	35,424.00	35,079.49	344.51	99
10-6250-070	RETIREMENT EXPENSE	COMMUNITY AFFAIRS	GENERAL FUND	2025	24,711.00	24,416.29	294.71	99
10-6250-111	POSTAGE	COMMUNITY AFFAIRS	GENERAL FUND	2025	500	392.64	107.36	79
10-6250-120	PRINTING EXPENSE	COMMUNITY AFFAIRS	GENERAL FUND	2025	4,600.00	4,587.18	12.82	100
10-6250-130	UTILITIES EXPENSE-ELECTRIC	COMMUNITY AFFAIRS	GENERAL FUND	2025	39,000.00	38,998.77	1.23	100
10-6250-131	UTILITIES EXPENSE-GS	COMMUNITY AFFAIRS	GENERAL FUND	2025	11,500.00	11,282.46	217.54	98
10-6250-140	TRAINING & TRAVEL	COMMUNITY AFFAIRS	GENERAL FUND	2025	200	85.57	114.43	43
10-6250-150	MAINT. & REPAIR-BLDGS	COMMUNITY AFFAIRS	GENERAL FUND	2025	37,041.60	31,060.24	5,981.36	84
10-6250-160	MAINT & REPAIR-EQUIPMENT	COMMUNITY AFFAIRS	GENERAL FUND	2025	2,400.00	2,360.81	39.19	98
10-6250-170	MAINT & REPAIR-AUTO	COMMUNITY AFFAIRS	GENERAL FUND	2025	200	-	200	0
10-6250-260	ADVERTISING	COMMUNITY AFFAIRS	GENERAL FUND	2025	8,000.00	7,625.78	374.22	95
10-6250-311	AUTO SUPPLIES-GAS-UNLEAD	COMMUNITY AFFAIRS	GENERAL FUND	2025	300	-	300	0
10-6250-314	AUTO SUPPLIES-OIL	COMMUNITY AFFAIRS	GENERAL FUND	2025	100	-	100	0
10-6250-330	DEPT SUPPLIES & MATERIAL	COMMUNITY AFFAIRS	GENERAL FUND	2025	7,000.00	6,850.29	149.71	98
10-6250-331	EVENT SUPPLIES & DECOR	COMMUNITY AFFAIRS	GENERAL FUND	2025	14,000.00	13,429.13	570.87	96
10-6250-332	CONCESSION STAND TRAILER	COMMUNITY AFFAIRS	GENERAL FUND	2025	4,345.04	4,345.04	-	100
10-6250-450	CONTRACTED SERVICES	COMMUNITY AFFAIRS	GENERAL FUND	2025	41,883.40	40,255.59	1,627.81	96
10-6250-452	CONT SERVICES-ENTERTAINME	COMMUNITY AFFAIRS	GENERAL FUND	2025	86,775.00	82,591.98	4,183.02	95
10-6250-453	CONT SERVICES - TOURISM	COMMUNITY AFFAIRS	GENERAL FUND	2025	500	-	500	0
10-6250-490	IT	COMMUNITY AFFAIRS	GENERAL FUND	2025	500	461.47	38.53	92
10-6250-530	DUE AND SUBSCRIPTIONS	COMMUNITY AFFAIRS	GENERAL FUND	2025	1,050.00	1,036.38	13.62	99
10-6250-572	WELLNESS	COMMUNITY AFFAIRS	GENERAL FUND	2025	7,000.00	6,006.20	993.8	86
10-6250-740	CAPITAL OUTLAY	COMMUNITY AFFAIRS	GENERAL FUND	2025	35,137.39	10,704.21	24,433.18	30
10-6250-920	BUILDING REUSE & FACADE	COMMUNITY AFFAIRS	GENERAL FUND	2025	5,000.00	-	5,000.00	0
10-6250-922	FESTIVAL	COMMUNITY AFFAIRS	GENERAL FUND	2025	22,700.00	22,344.99	355.41	98
10-6250-924	MAIN STREET PROGRAM	COMMUNITY AFFAIRS	GENERAL FUND	2025	3,000.00	2,590.23	409.77	86
10-6250-925	VALDESE TOURISM COMMISSIO	COMMUNITY AFFAIRS	GENERAL FUND	2025	97,500.00	84,918.85	12,581.15	87
DEPT TOTAL		COMMUNITY AFFAIRS	GENERAL FUND	2025	724,080.43	656,357.80	65,722.63	91
ENCUMBERED TOTAL			GENERAL FUND	2025		171,030.79	171,030.79	
FUND TOTAL			GENERAL FUND	2025	7,931,779.39	7,492,938.61	438,840.78	94

Account No.	Account Description	Department Name	Fund	Fiscal Year	Final Budget	Expenditure as of 6/30/2025	Under / (Over)	Percent Spent
30-8100-020	SALARIES & WAGES	WATER DEPARTMENT	UTILITY FUND	2025	359,653.00	359,428.24	224.76	100
30-8100-021	OVER TIME PAY	WATER DEPARTMENT	UTILITY FUND	2025	7,092.44	-	-	100
30-8100-040	PROFESSIONAL SERVICES	WATER DEPARTMENT	UTILITY FUND	2025	86,500.00	86,499.87	0.13	100
30-8100-050	FICA TAX EXPENSE	WATER DEPARTMENT	UTILITY FUND	2025	27,217.31	27,217.31	-	98
30-8100-060	GROUP INSURANCE EXPENSE	WATER DEPARTMENT	UTILITY FUND	2025	73,630.63	71,348.03	2,282.60	97
30-8100-070	RETIREMENT EXPENSE	WATER DEPARTMENT	UTILITY FUND	2025	49,853.65	49,853.65	-	100
30-8100-110	TELEPHONE	WATER DEPARTMENT	UTILITY FUND	2025	1,300.00	989.82	310.18	76
30-8100-130	UTILITIES EXPENSE-ELECTRIC	WATER DEPARTMENT	UTILITY FUND	2025	313,548.78	313,548.78	-	100
30-8100-132	UTILITIES EXPENSE-FUEL OIL	WATER DEPARTMENT	UTILITY FUND	2025	5,000.00	4,927.87	72.13	99
30-8100-140	TRAINING & TRAVEL	WATER DEPARTMENT	UTILITY FUND	2025	3,500.00	3,445.18	54.82	98
30-8100-150	MAINT & REPAIR-BLDGS	WATER DEPARTMENT	UTILITY FUND	2025	28,770.00	12,382.98	16,387.02	43
30-8100-160	MAINT. & REPAIR-EQUIPMENT	WATER DEPARTMENT	UTILITY FUND	2025	531,129.00	450,634.87	80,494.13	85
30-8100-170	MAINT. & REPAIR-AUTO & TRUCKS	WATER DEPARTMENT	UTILITY FUND	2025	600.00	438.48	241.52	64
30-8100-260	ADVERTISING	WATER DEPARTMENT	UTILITY FUND	2025	600.00	-	600.00	0
30-8100-311	AUTO SUPPLIES-GAS-UNLEADED	WATER DEPARTMENT	UTILITY FUND	2025	4,000.00	3,515.19	484.81	88
30-8100-312	AUTO SUPPLIES-DIESEL	WATER DEPARTMENT	UTILITY FUND	2025	400.00	400.00	-	100
30-8100-313	AUTO SUPPLIES-TIRES	WATER DEPARTMENT	UTILITY FUND	2025	625.00	605.99	19.01	97
30-8100-314	AUTO SUPPLIES-OIL	WATER DEPARTMENT	UTILITY FUND	2025	162.00	-	162.00	0
30-8100-330	DEPT SUPPLIES & MATERIALS	WATER DEPARTMENT	UTILITY FUND	2025	3,400.00	2,639.09	760.91	78
30-8100-332	CHEMICALS	WATER DEPARTMENT	UTILITY FUND	2025	236,400.00	234,913.03	1,486.97	99
30-8100-333	LAB SUPPLIES	WATER DEPARTMENT	UTILITY FUND	2025	23,000.00	21,230.75	1,769.25	92
30-8100-334	WATER TESTING-PROFESSIONAL	WATER DEPARTMENT	UTILITY FUND	2025	15,900.00	10,716.31	5,183.69	67
30-8100-360	UNIFORMS	WATER DEPARTMENT	UTILITY FUND	2025	5,200.00	3,342.33	1,857.67	64
30-8100-450	CONTRACTED SERVICES	WATER DEPARTMENT	UTILITY FUND	2025	6,540.00	5,609.22	930.78	86
30-8100-490	IT	WATER DEPARTMENT	UTILITY FUND	2025	500.00	-	500.00	0
30-8100-530	DUES AND SUBSCRIPTIONS	WATER DEPARTMENT	UTILITY FUND	2025	10,664.00	10,644.80	19.20	100
30-8100-540	INSURANCE AND BONDS	WATER DEPARTMENT	UTILITY FUND	2025	27,000.00	27,000.00	-	100
30-8100-570	MISCELLANEOUS EXPENSE	WATER DEPARTMENT	UTILITY FUND	2025	115,000.00	-	115,000.00	0
30-8100-572	SAFETY	WATER DEPARTMENT	UTILITY FUND	2025	3,000.00	2,642.04	357.96	88
30-8100-740	CAPITAL OUTLAY	WATER DEPARTMENT	UTILITY FUND	2025	312,372.42	264,767.52	47,604.90	85
30-8100-910	DEBT SERVICE	WATER DEPARTMENT	UTILITY FUND	2025	21,324.00	21,329.85	1.15	100
30-8100-920	PRO RATA	WATER DEPARTMENT	UTILITY FUND	2025	550,000.00	549,999.96	0.04	100
30-8100-930	VEDIC	WATER DEPARTMENT	UTILITY FUND	2025	12,500.00	-	12,500.00	0
30-8100-931	ECONOMIC DEVEL BPED	WATER DEPARTMENT	UTILITY FUND	2025	12,012.00	12,011.50	0.50	100
30-8100-990	CONTINGENCY	WATER DEPARTMENT	UTILITY FUND	2025	221,000.00	221,000.00	-	100
DEPT TOTAL		WATER DEPARTMENT	UTILITY FUND	2025	3,119,919.92	2,842,668.10	277,251.82	91
30-8110-020	SALARIES & WAGES	WASTE WATER DEPARTMENT	UTILITY FUND	2025	404,978.92	404,978.92	-	100
30-8110-021	OVER TIME PAY	WASTE WATER DEPARTMENT	UTILITY FUND	2025	232.00	-	232.00	0
30-8110-040	PROFESSIONAL SERVICES	WASTE WATER DEPARTMENT	UTILITY FUND	2025	2,500.00	1,542.86	957.14	62
30-8110-050	FICA TAX PAYABLE	WASTE WATER DEPARTMENT	UTILITY FUND	2025	30,801.00	29,694.74	1,106.26	96
30-8110-060	GROUP INSURANCE EXPENSE	WASTE WATER DEPARTMENT	UTILITY FUND	2025	91,218.00	89,380.03	1,837.97	98
30-8110-070	RETIREMENT EXPENSE	WASTE WATER DEPARTMENT	UTILITY FUND	2025	55,115.01	55,115.01	-	100
30-8110-110	TELEPHONE	WASTE WATER DEPARTMENT	UTILITY FUND	2025	3,900.00	3,290.00	610.00	85
30-8110-130	UTILITIES EXPENSE-ELECTRIC	WASTE WATER DEPARTMENT	UTILITY FUND	2025	217,000.00	191,601.56	25,398.44	88
30-8110-132	UTILITIES EXPENSE-FUEL OIL	WASTE WATER DEPARTMENT	UTILITY FUND	2025	7,500.00	6,739.49	760.51	90
30-8110-140	TRAVEL EXPENSE	WASTE WATER DEPARTMENT	UTILITY FUND	2025	4,925.00	297.83	4,627.17	6
30-8110-150	MAINT. & REPAIR-BLDGS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	105,660.00	94,677.15	10,982.85	90
30-8110-160	MAINT. & REPAIR-EQUIPMENT	WASTE WATER DEPARTMENT	UTILITY FUND	2025	170,085.00	143,827.61	26,257.39	85
30-8110-170	MAINT. & REPAIR-AUTO	WASTE WATER DEPARTMENT	UTILITY FUND	2025	8,100.00	595.47	7,504.53	7
30-8110-260	ADVERTISING	WASTE WATER DEPARTMENT	UTILITY FUND	2025	100.00	-	100.00	0
30-8110-311	AUTO SUPPLIES-GAS-UNLEAD	WASTE WATER DEPARTMENT	UTILITY FUND	2025	5,000.00	1,397.77	3,602.23	28
30-8110-313	AUTO SUPPLIES-TIRES	WASTE WATER DEPARTMENT	UTILITY FUND	2025	1,900.00	12.95	1,887.05	1
30-8110-314	AUTO SUPPLIES-OIL	WASTE WATER DEPARTMENT	UTILITY FUND	2025	750.00	72.96	677.04	10
30-8110-330	DEPT. SUPPLIES & MATERIALS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	7,000.00	5,352.46	1,647.54	76
30-8110-332	CHEMICALS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	121,293.00	107,759.82	13,533.18	87
30-8110-333	LAB SUPPLIES	WASTE WATER DEPARTMENT	UTILITY FUND	2025	12,000.00	11,629.27	370.73	97
30-8110-336	WOOD CHIPS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	61,000.00	35,294.57	25,705.43	58
30-8110-360	UNIFORMS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	8,090.00	5,137.35	2,952.65	64
30-8110-450	CONTRACTED SERVICES	WASTE WATER DEPARTMENT	UTILITY FUND	2025	28,840.00	28,083.34	746.66	97
30-8110-490	IT	WASTE WATER DEPARTMENT	UTILITY FUND	2025	500.00	18.14	481.86	4
30-8110-500	LONG TERM MONITORING	WASTE WATER DEPARTMENT	UTILITY FUND	2025	36,000.00	33,053.46	2,946.54	92
30-8110-530	DUES AND SUBSCRIPTIONS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	14,521.00	7,744.18	6,776.82	53
30-8110-540	INSURANCE AND BONDS	WASTE WATER DEPARTMENT	UTILITY FUND	2025	32,000.00	32,000.00	-	100
30-8110-572	SAFETY	WASTE WATER DEPARTMENT	UTILITY FUND	2025	2,500.00	1,744.09	755.91	70
30-8110-740	CAPITAL OUTLAY	WASTE WATER DEPARTMENT	UTILITY FUND	2025	1,120,500.00	69,071.30	1,051,428.70	6
30-8110-920	PRO RATA	WASTE WATER DEPARTMENT	UTILITY FUND	2025	550,000.00	549,999.96	0.04	100
30-8110-930	VEDIC	WASTE WATER DEPARTMENT	UTILITY FUND	2025	12,500.00	-	12,500.00	0
30-8110-931	ECONOMIC DEV BPED	WASTE WATER DEPARTMENT	UTILITY FUND	2025	12,746.00	12,746.00	-	100
DEPT TOTAL		WASTE WATER DEPARTMENT	UTILITY FUND	2025	3,128,955.93	1,933,298.59	1,195,657.34	62
30-8120-020	SALARIES & WAGES	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	404,884.25	396,637.55	18,246.70	95
30-8120-021	OVER TIME PAY	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	21,908.05	14,176.48	7,729.57	65
30-8120-022	PART-TIME PAY	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	24,917.70	24,917.70	-	100
30-8120-040	PROFESSIONAL SERVICES	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	119,219.00	83,333.21	35,885.79	70
30-8120-041	HEALTH REIMBURSEMENT (HRA)	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	29,000.00	9,167.26	19,832.74	32
30-8120-050	FICA TAX EXPENSE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	36,343.00	31,941.01	4,401.99	88
30-8120-060	GROUP INSURANCE EXPENSE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	67,376.00	66,770.89	605.11	99
30-8120-070	RETIREMENT EXPENSE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	53,171.00	52,946.17	224.83	100
30-8120-110	TELEPHONE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	2,700.00	2,673.62	26.38	99
30-8120-111	POSTAGE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	650.00	-	650.00	0
30-8120-120	PRINTING EXPENSE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	1,500.00	160.4	1,339.60	11
30-8120-130	UTILITIES EXPENSE-ELECTRIC	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	26,570.81	26,570.81	-	100
30-8120-140	TRAINING & TRAVEL	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	9,115.76	3,680.81	5,434.95	40
30-8120-150	MAINT. & REPAIR-BLDGS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	59,750.00	58,447.44	1,302.56	98
30-8120-160	MAINT. & REPAIR-EQUIPMENT	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	13,650.00	11,792.80	1,857.20	86
30-8120-170	MAINT & REPAIR-AUTO	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	2,593.00	1,558.06	1,034.94	60
30-8120-260	ADVERTISING	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	100.00	83.92	16.08	84
30-8120-311	AUTO SUPPLIES-GAS-UNLEAD	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	9,500.00	9,338.72	161.28	98
30-8120-312	AUTO SUPPLIES-DIESEL	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	5,000.00	4,843.87	156.13	97
30-8120-313	AUTO SUPPLIES-TIRES	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	4,200.00	2,401.23	1,798.77	57
30-8120-314	AUTO SUPPLIES-OIL	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	2,180.00	821.2	1,358.80	38
30-8120-330	DEPT. SUPPLIES & MATERIALS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	143,164.00	85,980.86	57,183.14	60
30-8120-331	METERS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	30,000.00	30,000.00	-	100
30-8120-332	CHEMICALS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	100.00	-	100.00	0
30-8120-360	UNIFORMS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	3,328.00	3,328.00	-	100
30-8120-450	CONTRACTED SERVICES	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	155,073.00	135,408.63	19,664.37	87
30-8120-490	IT	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	1,000.00	-	1,000.00	0
30-8120-530	DUES AND SUBSCRIPTIONS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	5,849.00	1,760.00	4,089.00	30
30-8120-540	INSURANCE AND BONDS	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	31,000.00	31,000.00	-	100
30-8120-572	SAFETY	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	5,060.00	1,150.33	3,909.67	23
30-8120-740	CAPITAL OUTLAY	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	78,700.00	75,227.92	3,472.08	96
30-8120-910	DEBT SERVICE	WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	286,811.00	286,811.73	3.27	100
DEPT TOTAL		WATER & SEWER CONSTRUCTION	UTILITY FUND	2025	1,634,415.57	1,442,930.62	191,484.95	88
ENCUMBERED TOTAL			UTILITY FUND	2025		1,306,319.00	1,306,319.00	
FUND TOTAL			UTILITY FUND	2025	7,883,291.42	7,525,216.31	358,075.11	96