

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

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

**Monday, December 8, 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 Ordinance Declaring Road Closures for the Town of Valdese 2026 Annual Events**

**B. Approval of Amendment to the Current Pay & Classification Study**

**C. Approval of Burke River Trail Kiosk Signage**

**D. Approval of Resolution Establishing Check Signing Procedures**

**E. Call for a Public Hearing to Modify Unified Development Ordinance**

**7. New Business**

**A. Presentation of Valdese Police Department Awards** *(Presented by Chief Sharpe)*

**B. Review of Comprehensive Feasibility Evaluation for Fire & Police Operations** *(Presented by Bob Rawson, D.R. Reynolds)*

**C. Consideration of Approval of Contract for Street Paving & Repairs** *(Presented by Bo Weichel)*

**D. Consideration of Approval of Budget Amendment for Street Paving & Repairs** *(Presented by Bo Weichel)*

- E. Consideration of Amendments to the Town Council Rules of Procedures *(Presented by Mayor)*
- F. Consideration of Approval of Resolution Abolishing the Valdese Housing Authority *(Presented by Attorney Swanson)*
- G. Drug & Homeless Task Force End of Year Report *(Presented by Chair Chief Sharpe)*
- H. Appointments to Boards/Commissions/Committees *(Council Discussion)*
  - I. Planning Board/Board of Adjustments
  - II. Parks & Recreation Commission

#### **8. Interim Town Manager's Report**

- A. Numerous events are scheduled for the month of December. A Holiday Event Calendar has been included in the reading materials for your reference. Please review the calendar for detailed information on upcoming activities.
- B. Town Offices Closed on December 24, 25, 26, 2025 in Observance of Christmas and January 1, 2026 in Observance of New Year's Day.
- C. Next Regular Council meeting scheduled for Monday, January 5, 2026, 6:00 p.m., Council Chambers, Valdese Town Hall

#### **9. Mayor and Council Comments**

#### **10. Adjournment**

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

# READING MATERIAL

## Community Affairs & Tourism Monthly Stats

### November 2025

#### Tourism Statistics

*visitvaldese.com views (Oct 27-Nov 17)* 7,371

*townofvaldese.com views (Oct 27- Nov 17)* 8,202

*Top 5 Pages Viewed (townofvaldese): Recreation, Schedules & Fees, Career Opportunities, Real Estate Opportunities, Home*

#### Facebook

*# of followers* 21,432

*Page Views (last 28 days)* 547,229

*Post Reach (last 28 days)* 98,655

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

Interactions: 7,385 Link Clicks: 218,041

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

*Approximate # of Visitors to the Tourism/CA Office* 277

#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	11
TEACHER'S COTTAGE	13
WALDENSIAN ROOM	14
CLASSROOMS	0
MAJOR EVENT (ENTIRE SCHOOL)	1

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

Pitch Perfect Showcase "Gypsy" 250

**Monthly Old Rock School Rentals** 39

**Old Rock School Total Attendance** 4,062

#### CA Summary for November 2025

November kicks off the holiday season early for the Valdese Community Affairs department. The Christmas in November Craft Show was a tremendous success, hosting over 75 vendors and approximately 1,500 attendees. Vendor sales were steady and the event as a whole received positive feedback, in addition to serving as an excellent fundraiser for Historic Valdese Foundation and local food banks. November also continued the second consecutive bluegrass concert of the season and generated over 200 ticket sales as Daniel Grindstaff & the Uptown Troubadours took the Rock stage. Preparation and promotion for the remaining holiday events is the current focus as work continues on the Hatley Memorial Tree Lighting, Christmas Parade, PJs on Parade, and Mingle with Kringle. Tickets are also successfully selling ahead of the January bluegrass concert with The Malpass Brothers on January 10th. Facility rentals are also approaching one of the busiest times of the year with December on the horizon.



# December Holiday Events

## **Hatley Memorial Tree Lighting Celebration**

December 2 at 6pm - Valdese Elementary School Students Christmas Music Presentation  
Old Rock School Front Steps - Hot Chocolate & SANTA! (Rain Date 12/5/25)

## **Old Colony Players presents Best Christmas Pageant Ever**

December 4-6 @7:30pm & December 6 & 7 at 2:30pm - Old Rock School Auditorium  
Order Tickets by calling 828-522-1150, at the box office or online at [oldcolonyplayers.com](http://oldcolonyplayers.com)

## **Home Holiday Decorating Contest**

December 1-19 - Virtual contest [Facebook.com @ValdeseNC](https://www.facebook.com/ValdeseNC)

Submit a photo of the exterior of your home showcasing your holiday decor for a chance to win a holiday gift basket. The photo with the most LIKES takes home the prize!

## **Valdese Annual Christmas Parade**

December 6 @10am - Register at [visitvaldese.com](http://visitvaldese.com)

Honoring Parade ***Grand Marshal Emma Draughn***

Main Street - Church Street to Morgan Street

## **Valdese Town Council Special Called & Regular Meeting December 8 - at 5pm & 6pm**

Town Hall - 102 Massel Ave SW | Agenda available at [townofvaldese.com](http://townofvaldese.com)

## **PJ's on Parade**

December 12 from 6-7pm - Downtown Valdese - Come in your most festive pj's & visit over 15 stations on Main Street featuring your favorite Holiday characters. Free give-a-ways, treats & downtown shopping.

## **Mingle with Kris Kringle**

Enjoy a pancake Breakfast with Santa & Sparky! | 3 Sessions - 8:30, 9:30, 10:30am on  
December 13 at the Old Rock School Waldensian Room

\$4 per person - register online at [visitvaldese.com](http://visitvaldese.com)

Presented by the Valdese Community Affairs Department & Valdese Fire Department

## **Outdoor Nativity Scene!**

December 17 & 18 on the front lawn of Waldensian Presbyterian Church

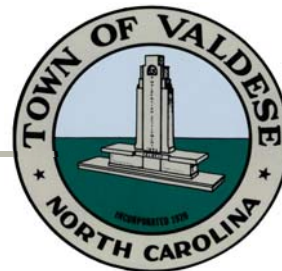
Shows will be at 6pm & 7pm! Live music and a reenactment of the Holy Night.

## **Holiday Closures - November 27 & 28, 2025 | December 24, 25 & 26, 2025**

See the full event calendar at [visitvaldese.com](http://visitvaldese.com)

# Town of Valdese

## COUNCIL MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Mayor, Valdese Town Council

From: Morrissa Anqi - Community Affairs & Tourism

Subject: 2026 Road Closure Ordinance

Meeting: December 8, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

2026 Annual Road Closure Ordinance for Town Sponsored Major Events

### BACKGROUND INFORMATION:

The attached list includes the 2026 events which require the closure of Main Street/HWY 70. This request once approved is shared with NCDOT to coordinate the closure. A detour map is also shared with NCDOT for approval.

Notices will be shared with the public via the Town's website, social media, and CodeRED.

July 4, 2026 – Independence Day Celebration – Closed from 5-11pm  
August 7, 2026 – Waldensian Festival Kickoff Celebration – Closed from 5-11pm  
August 8, 2026 – Waldensian Festival Celebration – Closed 5:30am – 11pm  
October 30, 2026 – Valdese Treats in the Streets – Closed 3:30-6:30pm  
December 5, 2026 – Valdese Christmas Parade 9:30am –Noon

### BUDGET IMPACT:

No impact - reoccurring annual events

### OPTIONS:

### ATTACHMENTS:

Road Closure Ordinance



# 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

## AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS

WHEREAS, the Town of Valdese desires to schedule an Independence Day Celebration; Annual Waldensian Festival; Treats in the Streets; and the Annual Valdese Christmas Parade; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for each of these special events; and

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

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

2026 Independence Day Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on July 4, 2026 from 5:00 PM until 11:00 PM.

2026 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 7, 2026 from 5:00 PM until 11:00 PM.

2026 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 8, 2026 from 5:30 AM until 11:00 PM.

2026 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 30, 2026 from 3:30 PM until 6:30 PM.

2026 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 5, 2026 from 9:30 AM until 12 Noon.

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

THIS, the 8<sup>th</sup> day of December, 2026.

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Keith Huffman, Mayor

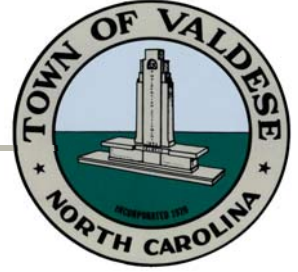
ATTEST:

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Town Clerk

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Todd Herms

Subject: Amendment to the Current Pay & Classification Study

Meeting: December 8, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Amendment to the Current Pay & Classification Study

### BACKGROUND INFORMATION:

The part-time Planning Director retired in November 2024. The position was advertised from October 2024 through September 2025, but the applicants received during that period were not a suitable match for the needs of the Town. In response, Manager Herms contacted several MPA programs to see if there was interest in the Planning Intern position. Michael Rapp began working in August 2025 and is scheduled to complete his MPA program this December.

After reviewing the Planning Director role with David Hill from the Piedmont Triad Regional Council, who is conducting the Town's pay study, the recommendation is to reclassify the position to Town Planner. The Personnel Policy requires Town Council approval for the creation of any new position.

Mr. Hill recommends the following salary range for the Town Planner classification:  
Grade 25 - Minimum: \$60,145; Midpoint: \$75,181; Maximum: \$90,217

### BUDGET IMPACT:

### RECOMMENDATION / OPTIONS:

Staff recommends that Council approve the Town Planner position.

### LIST OF ATTACHMENTS:

None

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Michael Rapp - Planning Intern

Subject: Burke River Trail Kiosk Sign

Meeting: December 8, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Burke River Trail Kiosk Sign

### BACKGROUND INFORMATION:

The Town of Valdese has received a request from the Burke River Trail Association (BRTA) to install a kiosk sign at McGalliard Falls Park as part of the Burke River Trail project. The kiosk would provide trail rules, wayfinding and mapping information, and general educational content for trail users. Because public information kiosks require design approval from the Town Council under Section 9-3100 of the Town's Zoning Ordinance, this request must be brought forward for consideration.

The BRTA is coordinating the development of the 40-mile Burke River Trail, a pedestrian route that will link all nine municipalities in Burke County and serve both recreational and active-transportation purposes. The trail is intended to support community connectivity, promote mental and physical wellness, and strengthen local economies by drawing visitors and highlighting each municipality's unique character.

### BUDGET IMPACT:

None.

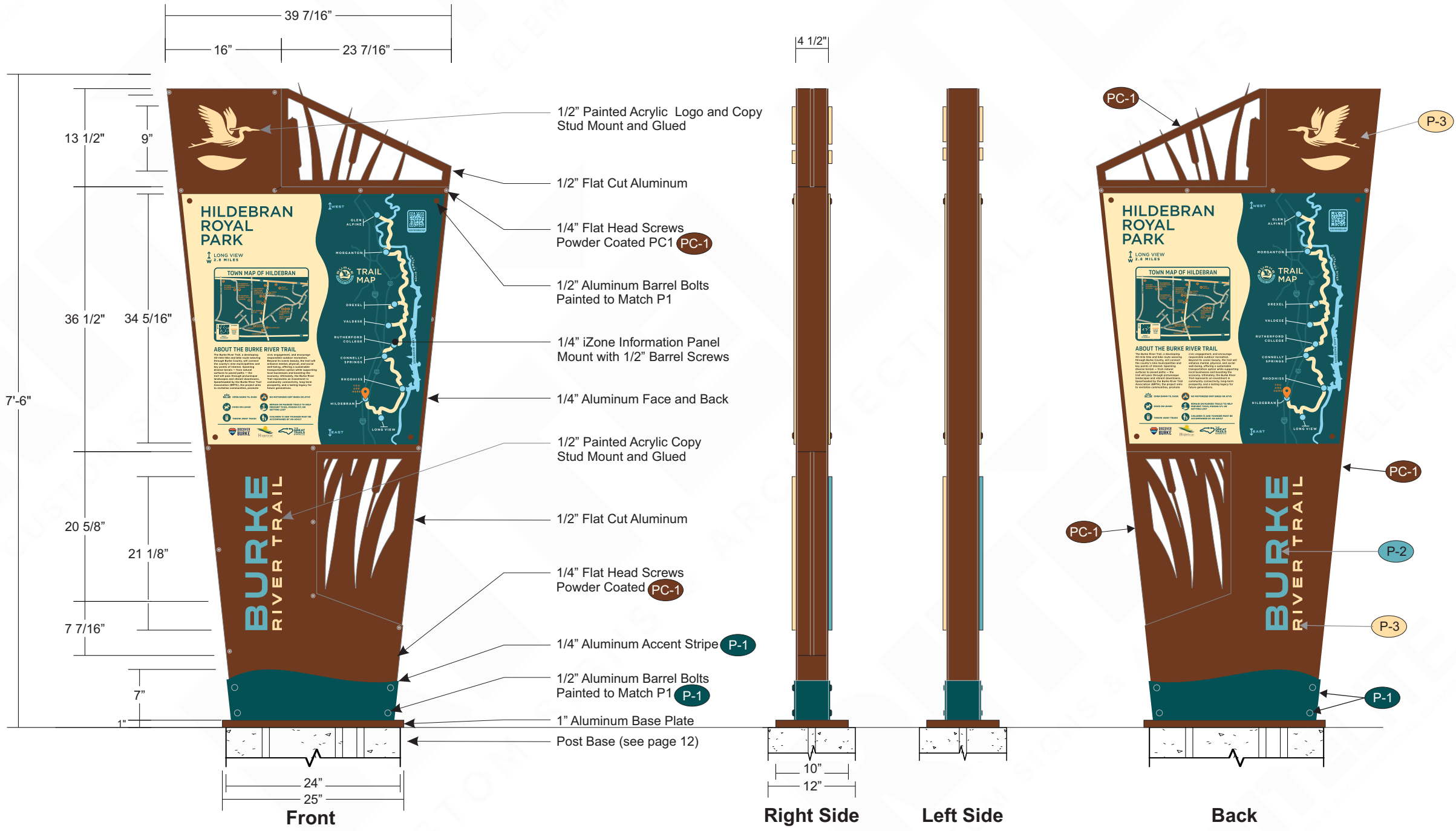
### RECOMMENDATION / OPTIONS:

Staff recommends that the Valdese Town Council approves the installation of the Burke River Trail kiosk sign.

### LIST OF ATTACHMENTS:

Proposed Kiosk Sign Plan by RiteLite

MAJOR KIOSK



1 D/F Non-Illuminated Pylon - Major Kiosk  
SCALE: 3/4" = 1' - 0"

Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.

**RITELITE**  
CUSTOM SIGNS & ARCHITECTURAL ELEMENTS  
1000 Biscayne Drive, Concord, NC 28027  
704.788.7097  
www.ritelitesigns.com

Client:



Job Location:  
204 E Main Street  
Valdese, NC, 28690

Designer: TB  
Salesperson: RH  
Project Manager: PM

Project # 79019  
Date: 12 Sept 2025

Revision Date:

16 Sept 2025	TB
19 Sept 2025	IC
24 Sept 2025	IC
26 Sept 2025	IC

File Location:  
ART\2025\B\Burke River Trail\79019

Customer Approval: Date:

Land Lord Approval: Date:

Architect Approval: Date:

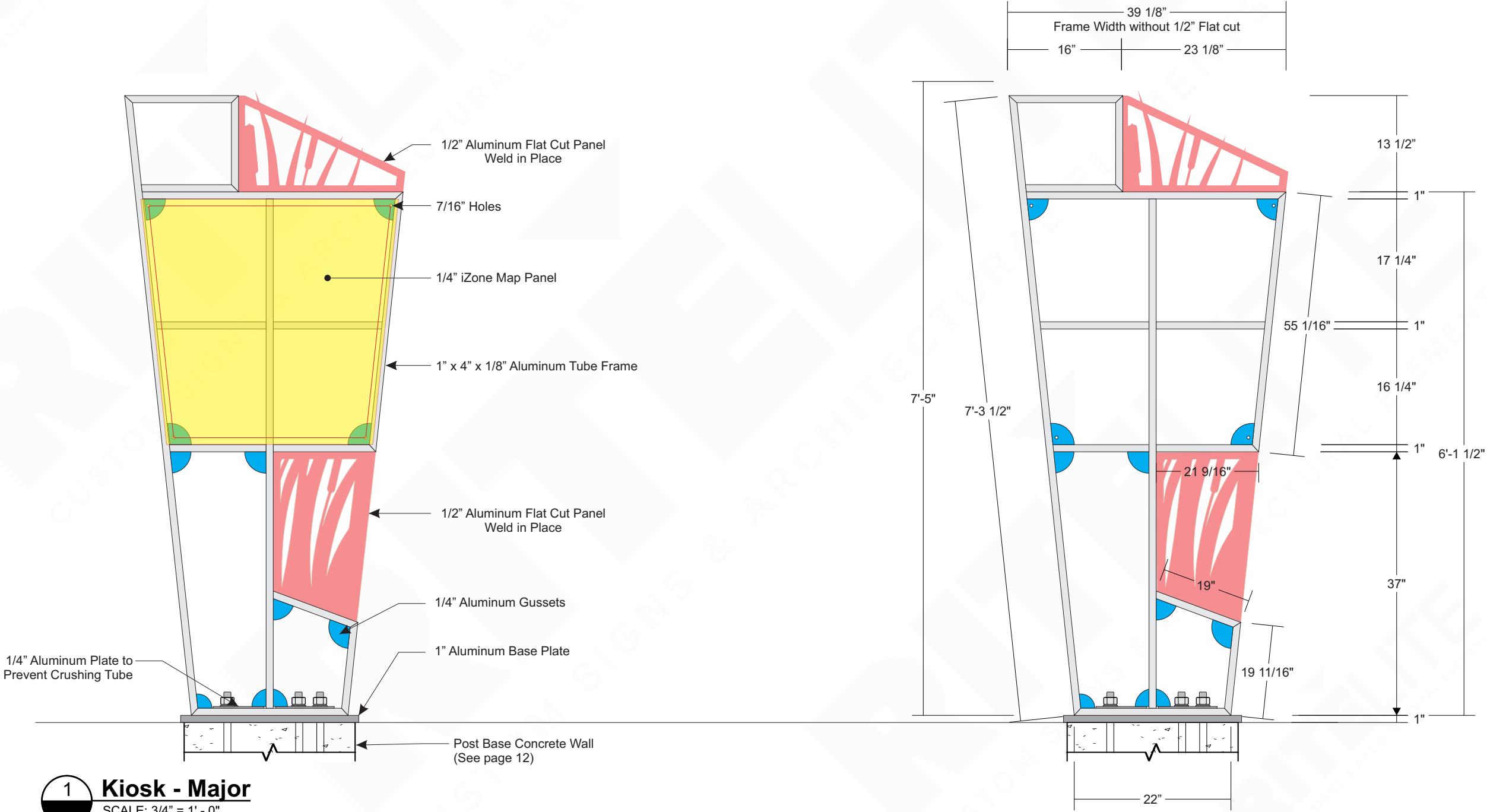
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PROPOSED



MAJOR KIOSK FRAME FABRICATION DETAILS



1 Kiosk - Major  
SCALE: 3/4" = 1' - 0"

Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.

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Client:

**BURKE**  
RIVER TRAIL

Job Location:  
204 E Main Street  
Valdese, NC, 28690

Designer: TB Salesperson: RH  
Project Manager: PM

Project # 79019 Date: 12 Sept 2025

Revision Date:

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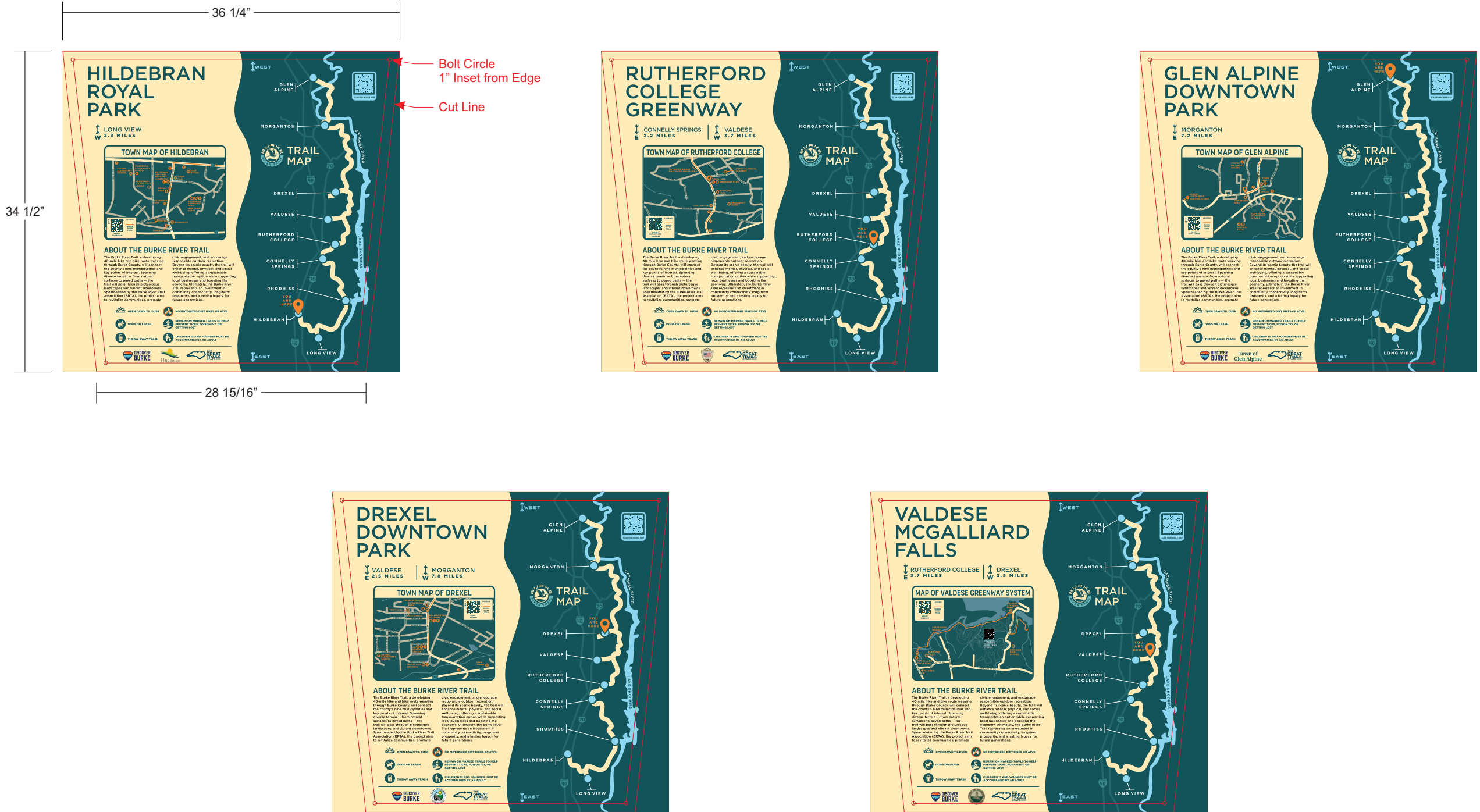
Architect Approval: Date:

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**UL** UNDERWRITERS  
LABORATORIES  
UL File No. E15627

PROPOSED

MAJOR KIOSK MAP PANEL VARIATIONS



1

D/F Non-Illuminated Pylon - Major Kiosk Map Panel Copy Variations

SCALE: 1" = 1' - 0"

Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.

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Client:

**BURKE**  
RIVER TRAIL

Job Location:

204 E Main Street  
Valdeese, NC, 28690

Designer:

TB

Salesperson:

Project Manager:

Project #

79019

Date:

12 Sept 2025

Revision Date:

16 Sept 2025 TB

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26 Sept 2025 IC

File Location:

ART\2025\B\Burke River Trail\79019

Customer Approval:

Date:

Land Lord Approval:

Date:

Architect Approval:

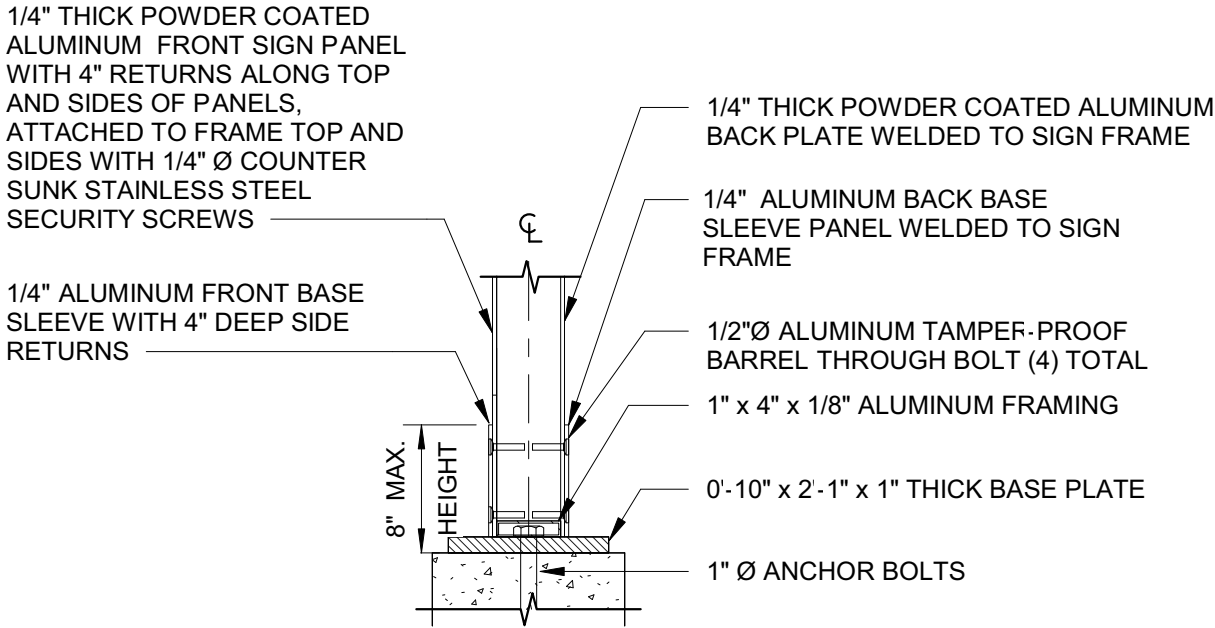
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**PROPOSED**

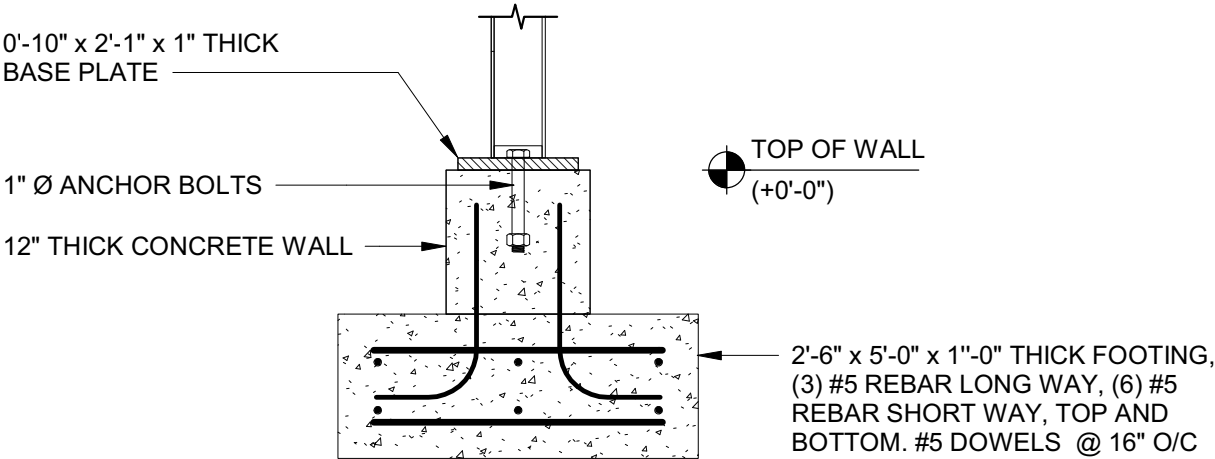




1

POST BASE DETAIL

1" = 1'-0"



2

PIER SECTION DETAIL

3/4" = 1'-0"

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www.ritelitesigns.com

Client: \_\_\_\_\_

**BURKE**  
RIVER TRAIL

Job Location:  
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Designer: TB Salesperson: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Project # 79019 Date: 12 Sept 2025

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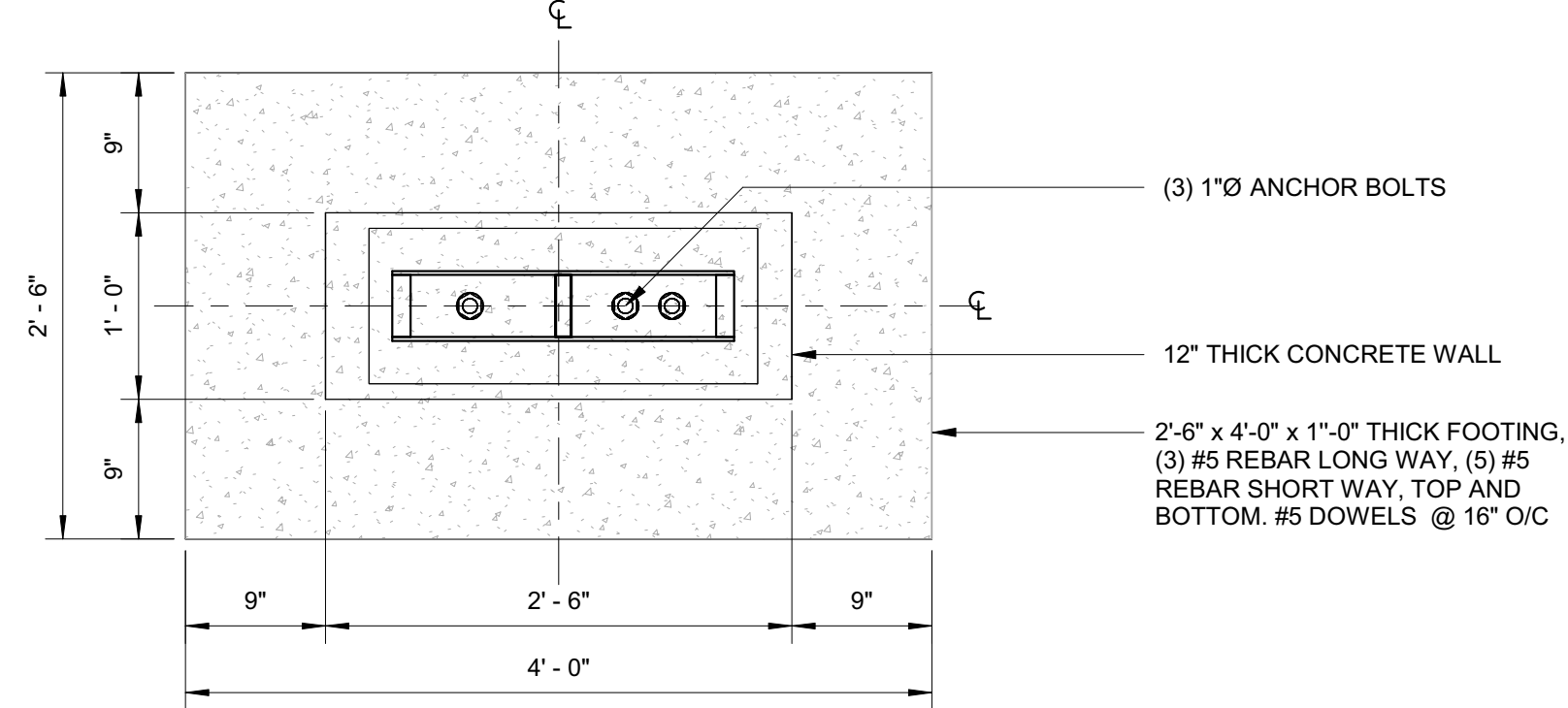
Land Lord Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Architect Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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**LABORATORIES**  
UL File No. E15627

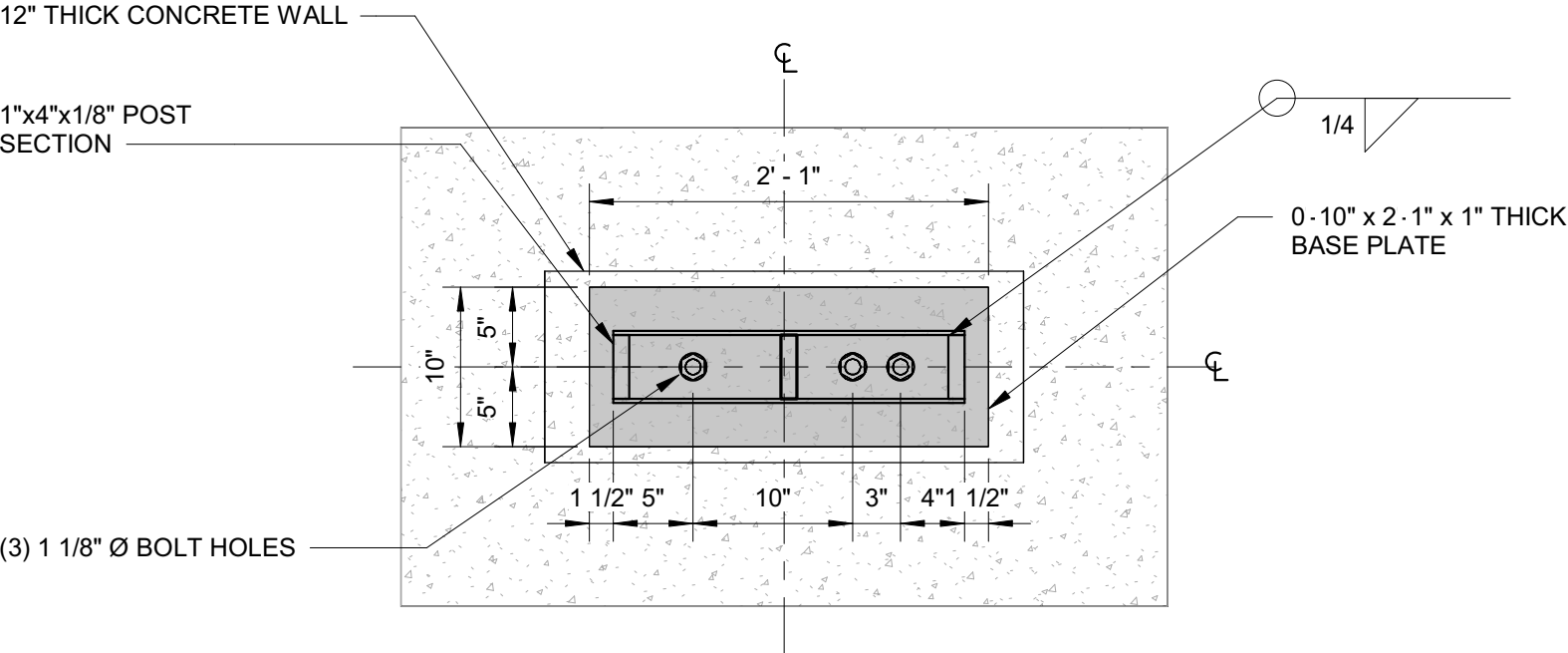
**PROPOSED**



1

FOUNDATION DETAIL

1" = 1'-0"



2

BASE PLATE DETAIL

1" = 1'-0"



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Client: \_\_\_\_\_

**BURKE  
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Job Location:  
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Designer: TB Salesperson: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Project # 79019 Date: 12 Sept 2025

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**UNDERWRITERS  
LABORATORIES**  
UL File No. E15627

**PROPOSED**





1

Major Kiosk Sign - Sign MK-02 Details

NOT TO SCALE

Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.

RITELITE

CUSTOM SIGNS & ARCHITECTURAL ELEMENTS

1000 Biscayne Drive, Concord, NC 28027

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Date:

Land Lord Approval:

Date:

Architect Approval:

Date:

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UL

UNDERWRITERS  
LABORATORIES

UL File No. E15627

PROPOSED

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# Town of Valdese

## AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Resolution Establishing Check Signing Procedures

Meeting: December 8, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Consider adoption of a resolution updating and formalizing the Town's check signing procedures.

### BACKGROUND INFORMATION:

State law requires that all checks or drafts on an official depository be signed by the finance officer (or a duly appointed deputy finance officer) and countersigned by another official designated by the governing board.

This resolution updates and consolidates the Town's existing check signing practices, ensuring compliance with statutory requirements and clarifying which officers are authorized to sign or countersign Town checks. It also establishes the Accounting Technician II position as an appointed deputy finance officer and confirms procedures for the proper custody and authorized use of signature stamps by bonded officials.

### BUDGET IMPACT:

No direct fiscal impact. Administrative only.

### RECOMMENDATION / OPTIONS:

Town Council adopt the attached resolution establishing the check signing procedures as presented, effective upon approval.

### LIST OF ATTACHMENTS:

Resolution – Establishing Check Signing Procedures

**TOWN of VALDESE**  
**RESOLUTION**  
Establishing Check Signing Procedures

WHEREAS, G.S. 159-25(b) states that except as otherwise provided by law, all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government designated for that purpose; and

WHEREAS, G.S. 159-28.1 also states that the governing board shall charge the finance officer or some other bonded officer or employee with the custody of the necessary signature stamps and other devices and that that person and the sureties on his official bond are liable for any illegal, improper, or unauthorized use of them; and

WHEREAS, it is the desire of the Town Council that this resolution update and replace any previously established check signing procedures;

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

Section 1. Two signatures shall be required on each town check used to pay or reimburse expenses, regardless of the amount of the check.

Section 2. The Town Manager, Town Clerk, Deputy Town Clerk, and appointed deputy finance officer are designated as officials authorized to countersign checks and drafts on behalf of the town.

Section 3. The Accounting Technician II position for the Town shall be appointed as a deputy finance officer in accordance with G.S. 159-25(b).

Section 3. The Assistant Town Manager/CFO and Accounting Technician II are designated as town officers authorized to sign checks and drafts on behalf of the town.

Section 4. The use of signature stamps is authorized for use in signing of checks and drafts. As a bonded town officer, the Assistant Town Manager/CFO is charged with custody of the necessary signature stamps.

THE FOREGOING RESOLUTION IS ADOPTED THIS 8<sup>th</sup> DAY OF DECEMBER 2025.

\_\_\_\_\_  
Mayor

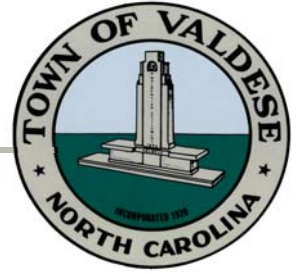
ATTEST:

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

(corporate seal)

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Daniel Odom, WPCOG Planning Director

Subject: Call for Public Hearing

Meeting: December 8, 2025

Presenter: Consent Agenda

### 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 January 1, 2026, 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, July 1, 2026, in hopes this will be addressed in the fall on the state level.

### BUDGET IMPACT:

N/A

### RECOMMENDATION / OPTIONS:

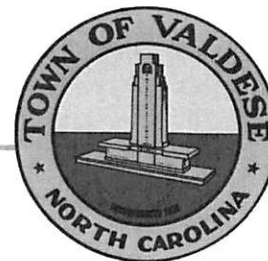
Staff recommends Council to set the public hearing date for the January 5, 2026 Council Meeting.

### LIST OF ATTACHMENTS:

N/A

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Council

From: Chief of Police Marc A. Sharpe

Subject: Chief Oscar Pascal Memorial Officer of the Year Award and awarding of Drone Wings to VPD Drone Pilots

Meeting: December 8th, 2025 Council Meeting

Presenter: Chief of Police Marc A. Sharpe

### ITEM OF INTEREST:

- \* Chief Oscar Pascal Memorial Officer of the Year Award Presentation
- \* Pinning of Wings for the Valdese Police Department's first certified Drone Pilots

### BACKGROUND INFORMATION:

Presentation one:

An award within the department has been created in memory of a former Chief of Police identified as Oscar Pascal who served the community for many years. Officers are able to nominate any officer in the department with a formal written nomination demonstrating exceptional service, integrity, leadership, and commitment to the community and to the department's mission during the current year of service. Those nominating letters will be presented before a board of individuals outside of the department who will decide the winner of the award. The chosen winner will be presented a plaque in honor of their accomplishments for the year and in honor of the late Chief Pascal who's photo will be displayed on the screen in council chambers during the presentation. In conjunction with the presentation of the award, Chief Pascal's surviving three children will stand who will be in the audience to honor their father who was also part a Waldensian family who was one of the original founders of Valdese.

Presentation two:

A brief description of the departments new drone program will be presented and our first two certified Drone Pilots will be awarded their Wings for passing the FAA's Certified Drone Pilot Licensing test. The officers will step forward when thier name is called while a photo of the wings are displayed on the screen in council chambers.

### BUDGET IMPACT:

Our drone, training, and licensing fees have been paid by a public donation to initially start this program at no cost to the town. Additional training and compensation if called in for use off duty will be a town expense.

### RECOMMENDATION / OPTIONS:

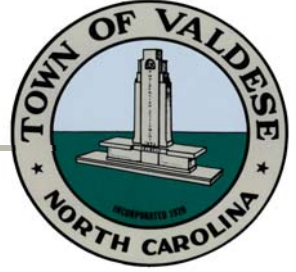
N/A

### LIST OF ATTACHMENTS:

(2) two slide photos provided to Jessica Lail for presentation

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Mayor and Council

From: Town Manager

Subject: Review of Comprehensive Feasibility Evaluation for Fire & Police Operations

Meeting: December 8, 2025

Presenter: Bob Rawson with D.R. Reynolds

### ITEM OF INTEREST:

A review of facilities for Fire & Police Operations

### BACKGROUND INFORMATION:

For several years, the Town of Valdese has been researching and planning for a facility—or a combination of facilities—to house both the Fire and Police Departments. Throughout this process, we have experienced several starts and stops, including the purchase of at least three different properties as potential sites.

To move this project forward with clearer direction, the Town contracted with DR Reynolds to conduct a comprehensive feasibility evaluation of these properties and the overall project scope. Bob Rawson will be present this evening to share the findings of that review.

Following his presentation, staff will also provide the Council with an option for how we can proceed with the project.

### BUDGET IMPACT:

The total financial impact of this project is not yet known, but current expectations indicate it will be a multi-million-dollar undertaking.

### RECOMMENDATION / OPTIONS:

Move forward with this project

### LIST OF ATTACHMENTS:

Town of Valdese Feasibility Evaluation Report from D.R. Reynolds



Comprehensive Feasibility Evaluation  
for  
Fire and Police Operations  
**Town of Valdese**

*102 Massel Avenue SW Valdese, NC 28690*



**D. R. REYNOLDS COMPANY, INC.**



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## Purpose

The purpose of this initial phase was to conduct a site, architectural and structural evaluations of existing and possible future sites for the Town of Valdese for their Fire and Police Operations. There are four options that have been evaluated.

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

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## Evaluation Team

### **Bob Rawson, Senior Project Developer**

Bob oversaw the evaluation from the beginning ensuring the team's goals and objectives are fulfilled and translated into understandable information for the Town of Valdese. Bob has been collaborating with customers regarding facility needs for over 33 years, eighteen of which have been spent at D.R. Reynolds. Bob has worked on projects ranging from \$150,000.00 to more than \$40,000,000.00 for clients across the Southeast. Bob understands all things construction and is an expert in value engineering.

### **Thomas Bulla, Project Manager**

As a project manager for D. R. Reynolds, Thomas Bulla is responsible for overseeing the planning, execution, and completion of construction projects. His duties include managing project timelines, budgets, and resources to ensure projects are delivered on schedule and within scope. He coordinates with clients, contractors, and team members to maintain clear communication and ensure all project requirements are met. Additionally, Thomas ensures compliance with safety regulations and quality standards while addressing any challenges that arise during construction. His leadership and attention to detail play a crucial role in the successful delivery of each project.

### **Chris Langham, Fire/EMS & Government Specialist**

Chris has over 35 years of Fire and Emergency Services experience, 30 of which were for local government municipalities in North Carolina. Chris holds a Master of Public Administration degree and understands budgetary restraints and managing municipal budgets. Chris has lived in and aided in the design of fire stations and training facilities. He has served as a Health and Safety Officer giving him a strong understanding of the NFPA standards and OSHA requirements for municipal projects.

### **Andrew Eller, P.E. Structural Engineering License: 23459**

Andrew Eller is a structural engineer, established in 1998 in Charlotte, NC. After gaining experience in the competitive Mecklenburg County market working with architects on traditional design-bid-build projects, he returned to his hometown of Salisbury, NC, in 2001, where he continues to operate the business independently. Specializing in design/build and structural design/engineering, Andrew brings expertise in all aspects of commercial and industrial construction, including concrete, hot-rolled steel, cold-formed steel, aluminum, timber, and masonry design.

### **Michael West, AIA, West and Stem Architect, A Novos Company License: 05831**

Michael West has designed numerous award-winning projects in his 30-year career as an Architect. He takes a hands-on, client-oriented approach to all his projects; as a result, he has received many commendations from clients for his commitment to quality and design excellence. After working for five years with a National AIA Firm of the Year, in 1985, West relocated to Winston-Salem, joining a 12-person local firm. He subsequently became a senior owner and president and built the company into over 120 Architects and Engineers in five offices. In 2006, he sold his interests to his partners and started a new practice.

### **Paul Campbell, P.E. –Alley Williams, Carmen & King, Inc. License: F-0203**

Paul is a 1986 graduate of North Carolina State University in Engineering and has worked in the engineering field since 1987. Paul was Director of Engineering for the City of Concord for approximately 8 years. Paul joined AWCK in 2019 and is a Project Engineer/Project Manager. Paul's professional background includes all facets of residential, commercial, industrial, and institutional site development. His duties include management and supervision of a variety of staff including engineers, surveyors, CAD operators, construction observers, and technicians.

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## **Process**

Evaluations were performed by a multidisciplinary team including architectural, structural, and civil engineers. Assessments focused on the evaluation of the feasibility for reuse / renovation to suit the program of the Town's fire and police departments and/or build new. For existing structures, the assessments included were evaluating for structural integrity, building systems, site conditions, and code compliance.

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## Findings

### 215 E. Main Street



The building is a 2-story type VB combustible structure with on-grade access at street level to the upper story. Access to the lower level is from the rear of the building, and requires elevation change via exterior partial stair. The building appears to be perimeter masonry bearing wall with wood floor and roof frame construction.

This building is a beautiful historic building. However, this site and building are not conducive to the needs of the Town of Valdese requirements for Police Operations. While Square footage and location appear to be positive the structure and site constraints are numerous.

- The lower level has height and access restrictions.
- Site constraints would not allow an adequate sally port.
- Existing parking is very limited.
- Building is in need of extensive repair and a full remodel would not achieve desired outcome for use for police operations.

**See Appendix A** for Full Architectural and Structural Evaluation Report

**See Appendix B** for Structural Engineer Evaluation Report

**See Appendix C** for Full Site Evaluation Report

## 121 Faet Street SW



The property is the historic location for the fire department (originally constructed in 1927) and has had several additions over its history. The original building is a two-story structure with perimeter masonry bearing walls and wood frame floor and roof construction. The subsequent additions are single-story non-combustible (Type IIB) construction type.

This building has a long history of service to the citizens of Valdese. At first glance this building appears to have the needed space and renovation potential to house police operations. Unfortunately, there are extensive issues with the structure itself as a portion currently sits unoccupied due to collapse concerns.

- Northern single-story portion is beyond feasible repair for an essential use facility.
- Remaining 1927 historic building has limited space to meet needs of full police operations.
- Cost of repairing and modifying building would be extensive.

**See Appendix A** for Full Architectural and Structural Evaluation Report

**See Appendix B** for Full Site Evaluation Report



## 200 Massel Avenue



The property is a vacant lot that is approximately 1.73 Acres. It is located adjacent to Town Hall. The purpose of this evaluation was to determine if a new fire station could be constructed or a police and fire combination could be constructed. It is adequate for either option, it most likely could accommodate both facilities if not co-joined.

- Large enough site to accommodate separate or shared facilities for Fire and Police.
- Access on all four sides is a plus.
- The existing parking lots should limit the additional stormwater retention requirements.
- The fall in terrain from North to South will most likely require a retaining wall.
- Based on Cost of construction and expected life span this site is the best option evaluated.

**See Appendix B** for Full Site Evaluation Report

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## Closing and Recommendations

Looking at both 215 E. Main Street and 121 Faet Street from a location and outside appearance standpoint, it was expected that one of the buildings could be used to be renovated for police operations. After extensive evaluations by architectural, structural and site engineers this has not proved to be the case. Due to the structural degradation and limitations of both properties, significant renovation and demolition would prove to be cost prohibited. 215 E. Main Street could be renovated, keeping its historic appeal for other uses but would not meet code requirements for an essential facility as required for police operations.

For the reasons included in this report we recommend that the Town utilize the property at 200 Massel Avenue for the construction of Fire and Police Operations. The site does provide adequate space for a joint facility or two separate facilities. There could be some cost savings from a design perspective of shared common spaces, but the overall size will be determined by programming of the facilities needed. D. R. Reynolds will perform schematic design based on programing direction from the Town of Valdese.

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Charlotte

*South Carolina*  
Charleston

*Georgia*  
Atlanta

*Florida*  
Jacksonville

*Caribbean*  
St. Thomas, USVI



## **TOWN OF VALDESE, NC – EXISTING BUILDING ASSESSMENT REPORT (ARCHITECTURAL)**

The following report represents a compilation of multiple building assessments performed on August 13<sup>th</sup>, 2025. Novus Architects visited two separate existing buildings in the town of Valdese, NC to evaluate the feasibility for reuse / renovation to suit the program of the municipal fire and police departments. The first property visited is located at 215 E. Main Street and was identified as the 'Lawyer's Office'. The second property reviewed is located at 121 Faet St (current / historic Valdese Fire Station 60).

Buildings were reviewed from an Architectural standpoint only related to existing conditions and suitability for program elements known as of the date of this report. The buildings were not reviewed for suitability of existing electrical, plumbing or mechanical systems for loads related to new occupancies or potential change of use. All observations were visible in nature. No destructive or invasive testing was performed for the scope of this assessment. The report is organized by building, followed by an executive summary of recommendations and suitability of each structure for the proposed new use.

### **215 E. MAIN STREET**

#### **Building Description**

The building is a 2-story type VB combustible structure with on-grade access at street level to the upper story. Access to the lower level is from the rear of the building, and requires elevation change via exterior partial stair. The building appears to be perimeter masonry bearing wall with wood floor and roof frame construction. Roof access was not possible at the time of this assessment. From ground level, the roof appears to be a false front mansard with single-ply membrane sloping roof to the rear of the property. The south elevation has continuous gutters and downspouts tied to below grade storm drainage. Mechanical units are located on the existing roof with ground mounted condensers on the south side of the property. Perimeter parapet copings are made of clay tile.

The building site slopes significantly from north to south and east to west. Existing parking and vehicle access is located to the south (rear) and west side of the building.

The building is non-sprinklered.

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## Observations

1. The lower / basement level has limited clear height; approximately 7'-6" to the bottom of the wood joists supporting the floor above. Maintaining minimum code required clear height for occupied spaces with building system installation (HVAC, electrical, etc.) would be extremely challenging and will hamper program flexibility.

**a. See Photo 01**



**Photo 01**

2. The lower / basement level has been poorly conditioned for some time. Mold was visible in several areas. Perimeter foundation waterproofing may be inadequate to prevent future moisture issues. Proper remediation requires excavation and exposure of existing foundation systems. Mold was also observed in existing floor insulation and on the existing exposed wood structure.

**a. See Photo 02 / 03**



**Photo 02**



**Photo 03**

3. Multiple access points from the lower level exist. All rear entry points are currently non-accessible. Significant upgrades will be required for compliant accessible routes (exterior ramps, areas of rescue assistance, etc.). Additionally, upgrades will need to be made to interior accessible route elements (existing rear stairwell)

**a. See Photo 04 / 05**



**Photo 04**



**Photo 05**

4. In the northeast corner, the existing floor on the second level is visibly sloped. There is no visual evidence on the interior or exterior of the building showing structural settlement. The issue requires additional investigation and potential destructive testing.

**a. See Photo 06**



**Photo 06**

5. Additional accessibility upgrades for accessible route and restroom upgrades will be required. Non-compliant issues observed include a lack of accessible route from existing parking, improper hardware, and inadequate clear floor and fixture area in existing restrooms. Site accessibility upgrades will require demolition, regrading, and construction of additional accessible features (ramps, etc.). Up to a maximum of 20% of the proposed building project budget will need to be spent on accessibility upgrades for the building.

**a. See Photo 07**



**Photo 07**

6. Exterior open through-wall vents were observed on the west elevation. The purpose of these vents to the existing above ceiling plenum is unknown. This is a unique condition that requires further investigation. Uncontrolled, unconditioned airflow to the building plenum is not recommended and should be remediated. This condition could be contributing to existing moisture damage or mold issues.

**a. See Photo 08**



**Photo 08**

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7. Part of the existing metal roof deck is exposed in the north west corner of the second level. Rust damage was observed. The extent of additional damage to the existing roof deck and structure is unknown.
  - a. See Photo 09



Photo 09

8. It is likely that the existing building does not comply with current 2018 NC Energy Conservation Code requirements. Additional analysis is required to confirm remediation that may be necessary. It is recommended a life-cycle cost analysis be performed for required energy code envelope upgrades.
9. Based on visual observation only, some existing materials may contain asbestos. An environmental survey is recommended to confirm any required asbestos remediation.
10. Depending on project delivery and financing / lending institution requirements, it is anticipated that a USDA Historic Property survey may be required. Historic property requirements will limit renovation options.
11. Existing site utilities need inspection for size and existing condition. It is unknown if upgrades will be required based on the new proposed use and program. A backflow preventor may be needed if not present, or if the existing is in disrepair. Visual observation was not possible at the time of this assessment.
12. Existing windows most likely need to be replaced due to condition.
13. The existing roof may need to be replaced based on age and / or condition. Visual observation was not possible at the time of the assessment.

### Summary Recommendations

It is our belief that this building and site are not conducive to the known end-user program requirements. While the building seems adequate for square footage requirements, the lower level may not be usable due to access and clear height restrictions. This would significantly affect usable building area and functional program layouts. Site constraints will not allow an adequate and secure sally port. If a new sally port is to be constructed, approximately half of the existing parking lot will be required. Remaining available parking will be inadequate for both employee and public parking. Based on the observations noted above, required renovations to the existing building would be costly to meet new program requirements.

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## 121 FAET STREET (FIRE STATION 60)

### Building Description

The property is the historic location for the fire department (originally constructed in 1927) and has had several additions over its history. The original building is a two-story structure with perimeter masonry bearing walls and wood frame floor and roof construction. The subsequent additions are single-story non-combustible (Type IIB) construction type. The single-story building addition to the south of the existing apparatus bay has fallen into structural disrepair and has been condemned. That portion of the building is no longer occupied and is slated to be demolished.

Roof access was not possible at the time of this assessment. From ground level, the roof appears to be a single-ply membrane system with internal roof drainage. Gutters and downspouts are not apparent and there are no secondary drainage scuppers around the perimeter parapets. Mechanical units are located on the existing roof with ground mounted condensers on the south side of the property. Perimeter parapet copings are pre-finished metal.

Programmatically the building has contained both the municipal police department and fire department. As a portion of the existing building will be demolished, it is no longer large enough to accommodate the program requirements for both the fire and police departments. As such, the building was reviewed primarily with the intent to house the police department program requirements.

The building site is relatively flat but begins to slope to the south side of the property. Existing parking and vehicle access is located to the south () and west side of the building.

The building is non-sprinklered.

### Observations

1. There is currently no elevator service to the second level in the historic 2-story structure. As the second level is greater than 3,000 sf in size, renovation will require an accessible route to the second level via a new elevator. This will require re-work of the existing building structure and could be cost prohibitive.

*a. See photo 10*



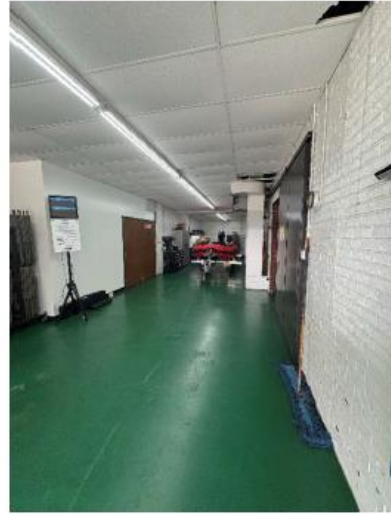
Photo 10

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2. The building is non-sprinklered. Following verification of final building square footage, occupancy and construction type, evaluation will be required to determine compliance. It is possible a sprinkler system would need to be installed.

**a. See photo 11**



**Photo 11**

3. A raised concrete floor slab is existing in the previous town council room. This structural floor slab would likely need to be removed or accessible access via ramp installed.

**a. See photo 12**



**Photo 12**

4. The existing building does not comply with the current 2018 NC Energy Conservation Code. The extent of the proposed renovation will determine applicability of compliance. Building envelope upgrades (exterior wall, window, roof systems, etc.) may be required.

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5. Existing restroom and plumbing fixtures are not compliant with current accessibility codes. Fixture and plumbing utility upgrades will be required, including potential removal and / or relocation of existing below slab utilities.

**a. See photo 13**



**Photo 13**

6. Areas of the northern single-story portion of the building exterior walls are showing the same types of structural issues that are occurring on the south single-story condemned structure. Please refer to the structural engineer of record's report regarding potential areas of concern for portions of the building to remain.

**a. See photos 14 / 15**



**Photo 14**



**Photo 15**

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### Summary Recommendations

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At first review, from a programmatic perspective, the building has attractive features that meet the needs of the municipal police department. The existing apparatus bay can be repurposed as a large fitness area, leaving the glass garage doors in place. The secondary existing garage can be used as a secure sally port. The ample square footage allows separation of public facing and private functions (all public facing functions can be located on the lower level and private functions on the second level). The masonry building construction type allows secure holding areas or evidence lockers. Removal of the condemned portion of the building will allow ample additional parking.

The building also has historic significance to the town.

However, it is our belief that there are additional issues that may not be immediately apparent. Per the structural engineer's review of the existing northern single-story structure, it has been determined that this portion of the building is beyond feasible repair for use as an essential facility. Considering demolition of that portion of the building, the remaining available program square footage (historic 1927 building only) may not meet the police department's needs. The existing building is not large enough to accommodate both the police department and fire department program.

Due to potential structural, envelope and access issues, modifying the building as required for the police department program may ultimately be cost prohibitive.

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Andrew Eller, PE  
614 North Main Street  
Salisbury, NC 28144

Attn: Mr. Bob Rawson  
D.R. Reynolds Company, Inc  
708 Griffin Farm Road  
Star, NC 27356

RE: Existing Building  
215 E. Main Street  
Valdese, NC

Dear Mr. Rawson,

This existing masonry building currently has major issues that should preclude its use as a Risk category IV essential facility (Fire, Hospital, Police, etc., see North Carolina building code section 1604.5)

- The roof diaphragm is not connected to the shear walls
- The masonry is likely unreinforced
- The footings are likely experiencing differential settlement, directly leading to substantial masonry cracking and movement

The amount of resources required to remedy these deficiencies could possibly meet or exceed the cost of a new structure.

Please call if you have any questions,



J. Andrew Eller, PE







## alley, williams, carmen & king, Inc.

ENGINEERING • ARCHITECTURE • SURVEYING

### MEMORANDUM

**Date:** November 7, 2025

**To:** Bob Rawson,  
D.R. Reynolds Company, Inc.

**From:** Paul Campbell Digitally signed by Paul Campbell  
DN: cn=Paul Campbell, o=AWCK, ou=AWCK, email=pcampbell@awck.com,  
c=US, date=2025.11.07 12:48:33-0500  
Alley, Williams, Carmen, & King Inc.

**Project:** Valdese Police and Fire Departments three site evaluations  
AWCK Project #25528  
215 Main Street  
121 Faet Street  
200 Massel Ave.

AWCK was asked for an evaluation of the three sites listed above for use as a Police and/or Fire Station. The Following is a quick evaluation of the site issues of each lot. All properties are owned by Valdese so acquisition costs are not an issue.

#### 215 Main Street. (Exhibit 1)

This is an existing split two story building on a 0.29 Acre site and we make the following observations:

- Existing parking is very limited only three spaces on Main Street at the front of the building and eight spaces in the rear off Janavel Ave. There is an additional 17 spaces on the western portion of the property that is shared with the adjacent property.
- With the building being split in the rear(entrance has stairs going up to second floor and down to first floor), significant grading and most of the eight spaces in the rear would be eliminated to create a Sally Port and outside storage, further limiting the parking available.
- There appeared to be some issues with roof drainage getting into the building and the storm drainage runoff in the area would need to be evaluated. Very little impervious area will be added, so no stormwater treatment/detention will be required.
- There appears to be no room for growth without acquiring an adjacent property.

We do not feel this is the best option do to the above stated reasons, but especially for the cramped space and lack of parking.

#### 121 Faet Street (Exhibit 2)

This is an existing two story building on approximately 1 acre of land on three lots and road R/W and we make the following observations:

- This building also strattles the R/W for Janavel Ave with an existing waterline in the R/W going under the building.
- Existing Parking is more plentiful with six spaces on Faet Street, approximately 9 spaces east of the upper portion of the building, and approximately 26 spaces east and south of the lower portion of the building. This should be adequate for both the public and staff.

120 South Main Street (2081) - P.O. Box 1248 - Kannapolis, North Carolina 28082  
Tel. - (704) 938-1515 - Firm License No. F-0203 - awck.com

- The existing radio tower on site would more than likely need to be relocated with all the underground cables running to it needing to be moved also.
- Very little impervious area will be added, so no stormwater treatment/detention will be required.
- The building itself is much bigger than 215 Main Street, however there is still limited room for growth.

From a purely site based opinion, this site would work but may limit growth and from my observations, the building itself is not the best option.

#### 200 Massel Avenue (Exhibit 3)

This site is an vacant, approximately 1.73 acre site with two parking lots and surrounded on all sides by Public Streets and we make the following observations:

- The site is much larger than the others and can accommodate both the Police and Fire Department buildings. Whether they are shared or separated, there is adequate room for both and parking
- The access on all four sides of the site is a major plus.
- The site does have some significant fall from north to south and will probably require some retaining walls during construction.
- The existing parking lots on site (impervious surface) should limit the amount of stormwater treatment/detention required.
- This site is directly adjacent to Town Hall.

From a site standpoint, this site is by far the best option for the new Police and Fire Departments.





## Exhibit 1

### 1 215 Main St. Sketch

Scale: 1"=50'

IDENTIFICATION:  
2743041998 - .29 AC

OWNER: TOWN OF VALDESE

CURRENT ZONING: B-1  
PROPOSED USE: MUNICIPAL



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carmen & king, inc.

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SURVEYING & INSPECTION

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## 1 121 Faet St Sketch

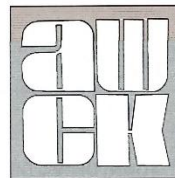
Scale: 1"=50'

### Exhibit 2

IDENTIFICATION:  
 2733952254 — .33 AC  
 2733951089 — .35 AC  
 2733952068 — .26 AC

OWNER: TOWN OF VALDESE

CURRENT ZONING: B-1  
 PROPOSED USE: MUNICIPAL



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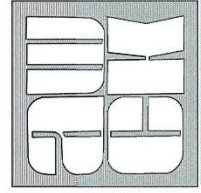
## 200 Massel Ave Sketch

Scale: 1"=50'

### Exhibit 3

IDENTIFICATION:  
2733849730 - .11 AC  
2733847746 - 1.62 AC

OWNER: TOWN OF VALDESE  
CURRENT ZONING: B-1  
PROPOSED USE: MUNICIPAL



allen, williams,  
carmen & king, inc.

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SURVEYING & INSPECTION

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www.awk.com

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Street Paving and Repairs

Meeting: December 8, 2025

Presenter: Bo Weichel, Assistant Town Manager / CFO

### ITEM OF INTEREST:

Contract for a project of street repairs and asphalt resurfacing.

### BACKGROUND INFORMATION:

Based on a paving study completed a few years ago, coupled with field observations, in 2024 the Town developed a list of many streets that need repaired and/or resurfaced. Several smaller street segments that require resurfacing and pavement repairs are appropriate to be coordinated and supervised in-house rather than included in a formally bid large-scale paving contract. Informal quotes were solicited for this work, and Asphalt Roads & Driveways, LLC submitted the lowest responsive quote. The attached proposal and contract addresses these smaller street projects in the interim while a larger and more in depth Town wide paving project is coordinated and designed later in 2026 with engineering oversight and assistance.

The scope of work includes asphalt patching, placement and conditioning of ABC stone, application of tack coat, asphalt resurfacing, and the adjustment of water valve boxes and manhole risers, as needed, to deliver a completed and finished surface meeting industry standards. The proposed work covers eight (8) street segments as detailed in Exhibits A & B.

The total combined contract amount is \$297,606 for all work locations. The contract allows for progress payments only upon completion and acceptance of each street segment and includes standard retainage provisions, a 180-day contract time, and a liquidated damages clause.

### BUDGET IMPACT:

This project will be funded using restricted Powell Bill reserve funds accumulated over several years, covering 57% of the total cost. The remaining 43% will be financed through increased projected investment earnings for July–November of the current fiscal year. Budget Amendment #2-10 will also allocate a 10% contingency from General Fund reserves, which will be returned to the General Fund if it is not needed.

### RECOMMENDATION / OPTIONS:

Staff recommends that Council approve the Construction Agreement with Asphalt Roads & Driveways, LLC in the amount of \$297,606 for pavement repairs, asphalt resurfacing, and associated utility adjustments for the identified eight street segments as detailed in Exhibit A.

### LIST OF ATTACHMENTS:

Construction Agreement  
Exhibit A - Contractor's Scope of Work and Proposal Document  
Exhibit B - Project Location Map

CONSTRUCTION AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR A CONSTRUCTION CONTRACT WITH A STIPULATED PRICE

**THIS AGREEMENT** (the “Agreement”) is made and entered into by and between the Town of Valdese (“Owner”), a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690, and Asphalt Road & Driveways, LLC (“Contractor”), a North Carolina limited liability company, having a mailing address of 3497 Hickory Blvd, Hudson, NC 28638. This Agreement shall be effective as of the last date signed below (the “Effective Date”). The identified parties are at times referred to herein collectively as the “Parties” and individually as a “Party.”

## ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in this Agreement and/or any Exhibit hereto (the “Work”). The Work is generally described as follows:*

Pavement repairs and asphalt resurfacing, complete with necessary appurtenant repairs, on seven (7) street segments within the Town of Valdese, Burke County, North Carolina identified in **Exhibit A** attached hereto and incorporated herein by reference (the “Project”), and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under this Agreement. The Work shall also include, but not be limited to, all required asphalt patching, asphalt overlay, adjustment of utility accesses, vault and/or box frames and lids, and manhole or catch basin frames, covers, and grates, placement and conditioning of *Aggregate Base Course* (ABC) stone, application of necessary tack coat(s), and any work incidental to the scope and necessary to deliver a full and finished product. The Contractor warrants that it is a licensed contractor as required by the law of the State of North Carolina and agrees that all Work will be performed in a workmanlike manner and in accordance with industry standards and the North Carolina Department of Transportation’s Quality Management System (QMS) Manual for Asphalt Pavements (latest edition), and will conform to all applicable federal, state, and local statutes and regulations governing the Work.

## ARTICLE 2 – CONTRACT TIMES

2.01 *Substantial Completion; Final Completion; Time of the Essence; Liquidated Damages*

Subject to adjustments of the Contract Time as provided in this Agreement, the Contractor shall achieve Substantial Completion of the entire Work within 180 days of the Effective Date of this Agreement (the “Contract Time”). Substantial Completion is the stage in progress of the Work when the Work is sufficiently complete in accordance with this Agreement, the Owner can use the Work for its intended use, and only minor items remain to be corrected or completed that have no significant interference with the Owner’s use of the Work. The time limit stated in this Agreement is of the essence of the Agreement. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period to achieve Substantial Completion of the Work.

Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for payment, the Owner will promptly make such



inspection. When the Owner finds the Work acceptable under this Agreement and the terms this Agreement have been fully performed, the final payment and any remaining retainage will be due and payable. Prior to issuing final payment, the Contractor will furnish to the Owner certification in a form provided by Owner that all subcontractors and vendors associated with the Project have been paid in full, no liens and/or lawsuits have been placed against the Contractor for the Work, and the total dollar amount has been paid to all subcontractors, suppliers, and others associated with this Project.

If the Contractor does not achieve Substantial Completion of the Work within the Contract Time, the Contractor shall pay the Owner, as liquidated damages and not as a penalty, a sum of \$50 per calendar day, on a cumulative basis, by which the actual date of final completion exceeds the Contract Time. The parties agree that the Owner's actual damages for such delay would be difficult or impossible to ascertain in such event and that such liquidated damages constitute a fair and reasonable amount of damages under the circumstances.

### **ARTICLE 3 – CONTRACT PRICE**

#### **3.01    *Lump Sum Price***

The full and total Contract Price, inclusive of all items in the scope of Work and further described in **Exhibit A**, shall be **\$297,606.00** (the "Contract Price").

#### **3.02    *Progress Payments***

Progress payments to Contractor over the life of this Agreement may be considered based upon the attached scope of Work for each location as described in **Exhibit A** and indicated in **Exhibit B**. Payment for completed and accepted street segments may be considered following acceptance by the Owner, provided that all scope elements have been satisfactorily completed in accordance with all industry standards and the standards set forth in the North Carolina Department of Transportation's Quality Management System (QMS) Manual for Asphalt Pavements (latest edition), accepted by the Owner or his designee, and approved for payment by the Owner or his designee. In no circumstance shall progress payments be approved for partially completed street segments. Additionally, Contractor and Owner agree that applications for progress payments, should they be necessary, may be submitted on a monthly basis for Work completed and accepted by the Owner. Under no circumstance will more than one (1) application for payment be processed during any given month in which Work is completed and accepted.

#### **3.03    *Retainage***

In accordance with North Carolina General Statute (NCGS) 143-134.1, retainage will be withheld from each progress payment in the amount of 5% until 50% of the total value of the Contract Price has been completed and accepted by the Owner. After such time, no further retainage will be withheld provided that Work progresses satisfactorily and the Owner finds the character and progress of the Work to be in accordance with the Agreement. Retainage withheld prior to fifty percent (50%) completion shall continue to be held by the Owner until final completion and acceptance of the Project by the Owner.

### 3.04 *Changes to the Contract Price or Contract Time*

By full and final execution of this Agreement, both Owner and Contractor do agree that changes to the Contract Price and/or Contract Time shall only be duly recognized and enforceable after execution of a written Change Order by all Parties to this Agreement. Contractor further understands and agrees that no additional work will be paid for by Owner without execution of a Change Order or Work Change Directive authorizing said work and any additional compensation or time recognized and noted therein.

For purposes of this Agreement, Contract Time shall mean the period of time, including authorized adjustments, allotted in this Agreement for Substantial Completion of the Work.

For purposes of this Agreement, Change Order shall mean a written instrument signed by the Owner and Contractor stating their agreement upon all of the following: (A) the change in the Work; (B) the amount of the adjustment, if any, in the Contract Price; and (C) the extent of the adjustment, if any, in the Contract Time.

For the purposes of this Agreement, changes to the Contract Price shall be based upon the Unit Prices included below, as those being the same derived from the Contractor's proposal (Exhibit A) The lump sum pricing quote (Exhibit A) shall include all approximated quantities listed on the quote.

- Asphalt Repair (patch) - \$3.00/square foot
- Asphalt Overlay (2-inch) - \$2.00/square foot
- Water Valve Box Riser - \$15.00/each
- Manhole Frame Riser - \$80.00/each

Other work not specified herein shall be compensated at a rate based on negotiation and agreement between Owner and Contractor prior to performance of said work. Unauthorized work outside of the terms and conditions of this Agreement will not be considered for additional compensation.

## **ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS**

4.01 *In order to induce and satisfy the Owner, for the purposes of entering into this agreement, the Contractor hereby makes the following representations:*

- A. Contractor has carefully examined the Work area(s), the necessary scope of Work at each location, and the contents of this Agreement;
- B. Contractor is familiar with and is satisfied to all federal, state, and local, laws and regulations that govern the Project cost, progress, and performance of the Work;
- C. Based upon the information noted above, the Contractor warrants that further site visits, investigations, exploration, examinations, or studies are not necessary to willfully enter into this Agreement;
- D. Contractor deems the scope of Work and this Agreement as sufficient to convey a full and final understanding of the terms and conditions to perform full and final performance

and furnishing of the Work to the satisfaction of the Owner.

#### 4.02 *Insurance*

By execution of this Agreement, Contractor does hereby affirm that it will provide and maintain satisfactory insurance coverage throughout the life of this Agreement, in accordance with the policy limitations and conditions listed herein. At a minimum, the Contractor shall provide Certificate(s) of Insurance to the Owner sufficient to satisfy the policy limitations and coverage amounts stated in this Agreement as follows:

- Workers' Compensation per North Carolina General Statute (NCGS)
- General Liability not less than \$1,000,000 (each occurrence)
- Automobile Liability not less than \$1,000,000 (combined single limit)
- Umbrella Liability not less than \$2,000,000

The Owner shall be listed as Certificate Holder and Additionally Insured on any Certificate of Insurance provided by the Contractor.

### **ARTICLE 5 – TERMINATION**

5.01 *Termination by the Owner for Cause.* The Owner may terminate this Agreement if the Contractor (A) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (B) fails to make payment to subcontractors or suppliers in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; (C) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or (D) is otherwise guilty of substantial breach of a provision of this Agreement.

Upon termination for cause, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, if any, (A) exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; (B) accept assignment of the subcontracts; and (C) finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work. When the Owner terminates the Agreement for cause, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for design services and expenses made necessary thereby, and other damages incurred by the Owner that are not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

5.02 *Termination by the Owner for Convenience.* The owner may, at any time, terminate the Agreement for the Owner's convenience and without cause. Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall (A) cease operations as directed by the Owner in the notice; (B) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (C) except for Work directed to be performed

prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontractors and purchase orders.

In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed.

## **ARTICLE 6 – MISCELLANEOUS**

### **6.01    *Terms***

Terms used in this Agreement will only have the meanings stated in this Agreement, in Exhibits attached to this Agreement, and in further fully executed modifications to this Agreement, if necessary.

### **6.02    *Assignment of the Contract***

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **6.03    *Successors and Assigns***

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

### **6.04    *Severability***

Any provision or part of this Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **6.05    *Contractor's Certifications***

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement.

**6.06    *Place of Project; Choice of Law and Forum.*** This Agreement shall be deemed made in Burke County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive form and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Burke County. Such actions shall neither be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**6.07.    *Definitions.*** Unless otherwise defined herein, terms in this Agreement shall have the same

meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

6.08 *Notices.* All notices to be given under this Agreement must be in writing and made by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested. In addition, the party giving notice or other communication shall also send it by fax or email if the other party has provided a valid, working fax number or email address.). If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Subject to change, the addresses for notices are:

Owner: Town of Valdese  
Attn: Town Manager  
P.O. Box 339  
Valdese, NC 28690

With a copy to  
(which shall not constitute notice): Timothy D. Swanson  
Young, Morphis, Bach & Taylor, LLP  
P.O. Drawer 2428  
Hickory, NC 28603

Contractor: Asphalt Road & Driveways, LLC  
Attn: \_\_\_\_\_  
3497 Hickory Blvd.  
Hudson, NC 28638

#### 6.09 *Indemnification.*

- A. In general. The terms of subsection (C) (Standard Indemnification Provision) below shall apply to the Contractor, subject to subsections (D) through (J), where applicable.
- B. Definitions. These definitions apply to this section unless otherwise stated. Contractor -- Each Party to this contract except the Owner. Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement relative to the construction, alteration, repair, or maintenance of a roads identified in Exhibit A, including demolition and excavating connected therewith. Defend -- In this section except in subsection (C), defend means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault. Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty. Fault -- a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations. Indemnitees -- the Owner and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. Subcontractor -- any person or entity, of any tier, providing



labor or material through the Contractor for use on the Project at issue in the applicable construction agreement.

- C. Standard Indemnification Provision. (i) The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subsection (C), the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to Owner. (ii) "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. By appropriate litigation, each Indemnatee, severally, shall have the right to enforce this section (titled "Indemnification") directly against the Contractor, but not against the Owner.
- D. Restriction regarding Indemnitees' Negligence. This Agreement shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- E. Restriction regarding Fault in Construction Agreements. Nothing in this Agreement requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.
- F. Liability When at Fault. The Parties intend that nothing in this Agreement shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (D) (Restriction regarding Indemnitees' Negligence) and subsection (E) (Restriction regarding Fault in Construction Agreements) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Owner to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the Owner by law or by contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this Agreement that violates the Parties' intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.
- G. Insurance Contracts and Bonds. This section does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this section does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.
- H. Other Provisions. Every provision in this Agreement that violates subsection (D) (Restriction regarding Indemnitees' Negligence), subsection (E) (Restriction regarding Fault in Construction Agreements), shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

- I. Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- J. Compliance with Law. This section shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This section is not to be construed in favor or against any Party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this section or of this Agreement is to be construed.

6.10 *Waiver*. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy under this Agreement, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Party against whom the waiver is asserted.

6.11 *E-Verify Requirements*. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the Owner is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

6.12 *Iran Divestment Act Certification*. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the Owner; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

6.13 *Companies Boycotting Israel Divestment Act Certification*. The Contractor 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. 147-86.80 et seq.

6.14 *Pre-audit Requirement*. This Agreement has not been fully executed and is not effective until the Pre-audit Certificate (if required by N.C.G.S. § 159-28) has been affixed and signed by the Owner's finance officer or deputy finance officer.

6.15 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **ARTICLE 7 – CONTENTS OF AGREEMENT**

7.01 *This Agreement consists of the following:*

- A. The Agreement Document, ten (10) pages in total
- B. Exhibit A, Contractor's Scope of Work and Proposal Document
- C. Exhibit B, Project Location Map

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:

\_\_\_\_\_  
Town of Valdese

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

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

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

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Asphalt Road & Driveways, LLC

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

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act as amended.

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

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

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

Approved as to Form:

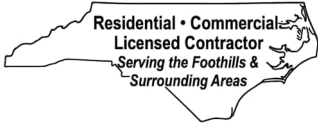
\_\_\_\_\_  
By:

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

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

Agent for service of process:

\_\_\_\_\_



# Asphalt Roads & Driveways, LLC

State Contractor License #86796

3497 Hickory Boulevard | Hudson, NC 28638

Office (828) 212-5300 | (828) 260-3558 | [www.asphaltroadsnc.com](http://www.asphaltroadsnc.com)

## Bid Proposal for Repaving Streets in Valdese NC

### Berry Ave

- Repairs to approximately 1,798 sq ft = \$5,394
- Applying overlay to approximately 22,806 sq ft x 2" thick = \$45,612
- 2 water valve risers and 4 manhole risers = \$350
- \$51,356 Total Cost

### Bellview to Clyde

- Repairs to approximately 200 sq ft = \$600
- Applying overlay to approximately 20,898 sq ft x 2" thick = \$41,796
- 3 water valve risers and 2 manhole risers = \$205
- \$42,601 Total Cost

### Bellview NE [ Laurel to Walnut ]

- Repairs to approximately 900 sq ft = \$2700
- Applying overlay to approximately 11,900 sq ft x 2" thick = \$23,800
- 2 water valve risers and 2 manhole risers = \$190
- \$26,690 Total Cost

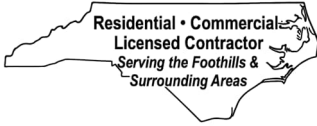
### Tarheel Ave NE

- Repairs to approximately 150 sq ft = \$450
- Applying overlay to approximately 16,020 sq ft x 2" thick = \$32,040
- 2 water valve risers = \$30
- \$32,520 Total Cost

### Vinay Ave NW

- Repairs to approximately 550 sq ft = \$1650
- Applying overlay to approximately 13,302 sq ft x 2" thick = \$26,604
- 1 water valve riser and 3 manhole risers = \$255
- \$28,509 Total Cost





# Asphalt Roads & Driveways, LLC

State Contractor License #86796

3497 Hickory Boulevard | Hudson, NC 28638

Office (828) 212-5300 | (828) 260-3558 | [www.asphaltnroadsnc.com](http://www.asphaltnroadsnc.com)

## Bid Proposal for Repaving Streets in Valdese NC

### Hickory Ave NW

- Repairs to approximately 225 sq ft = \$675
- Applying overlay to approximately 9504 sq ft x 2" thick = \$19008
- 2 water valve risers and 3 manhole risers = \$270
- \$19,953 Total Cost

### Flora Ln NE Gravel Portion

- Grade out deteriorated asphalt , leveling course of ABC compacted stone = \$1500
- Apply 2" lift of Binder, tack coat, and then apply a 2" lift of surface mix to approximately 8,120 sq ft of area = \$32,480
- 2 water valve risers and 2 manhole risers = \$190
- \$34,170 Total Cost

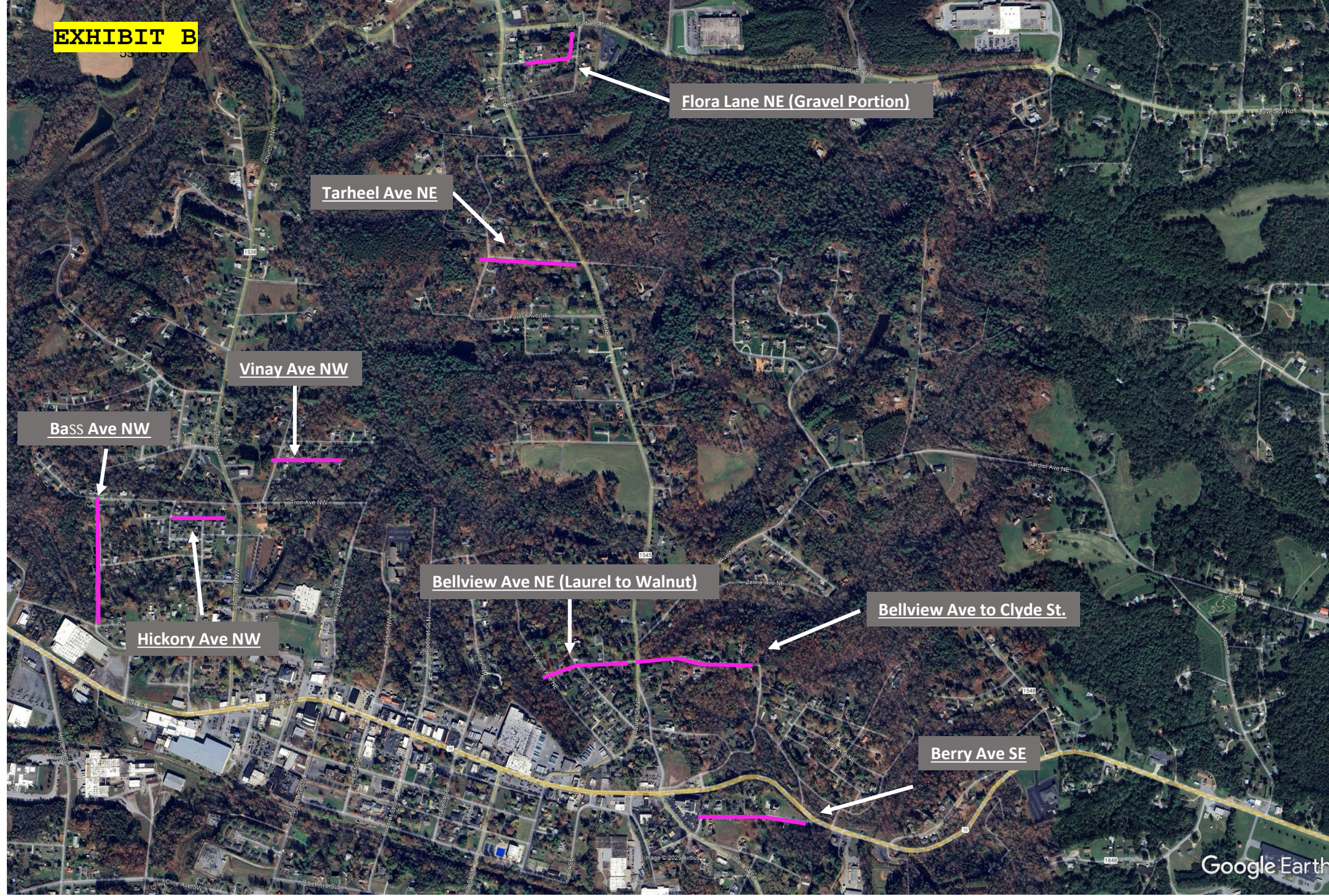
### Bass St NW

- From Tron Ave NW to Dixie Ave NW
- Repairs to approximately 1528 sq ft = \$4584
- Applying overlay to approximately 28,389 sq ft x 2" thick = \$56,778
- 3 water valve risers and 5 manhole risers = \$445
- \$61,807 Total Cost

\$297,606 Grand total for all work.



**EXHIBIT B**



Flora Lane NE (Gravel Portion)

Tarheel Ave NE

Vinay Ave NW

Bass Ave NW

Hickory Ave NW

Bellview Ave NE (Laurel to Walnut)

Bellview Ave to Clyde St.

Berry Ave SE



## Valdese Town Council Meeting

Monday, December 8, 2025

Budget Amendment #

2-10

Subject:

2025-2026 Street Paving Project

Description:

This amendment covers:

- Paving Contract with Asphalt Road and Driveways LLC
- 10% project contingency

## 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, 2026:

## Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3991.000	Powell Bill-Restricted Fund Reserves		171,000
10.3290.000	Investment Earned Interest		126,606
10.3990.000	General Fund Reserves (contingency)		29,760
Total		\$0	\$327,366

Amounts appropriated for expenditure are hereby amended as follows:

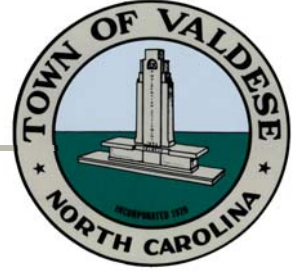
Account	Description	Increase/ Debit	Decrease/ Credit
10.5700.740	Capital Outlay-Powell Bill	171,000	
10.5600.450	Contracted Services-Streets	156,366	
Total		\$327,366	\$0

## 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: \_\_\_\_\_

Subject: Amendment to the Town Council Rules of Procedures

Meeting: December 8, 2025

Presenter: Mayor Keith Watts

### ITEM OF INTEREST:

Amendments to the Council Rules of Procedures

### BACKGROUND INFORMATION:

At the November 24, 2025 Council meeting, the Council approved the 2026 meeting calendar without pre-agenda meetings. Because of this change, the Valdese Town Council Rules of Procedure need an update to keep them consistent with the new schedule.

#### Rule 4. Agenda

~~(a) Proposed Agenda. The town clerk shall prepare a proposed agenda for each meeting. All requests, supporting documents, and agenda items must be received by the deadlines set in the agenda deadline schedule. A request to have an item of business placed on the agenda must be received at least ten days before the meeting. Any council member may, by a timely request, have an item placed on the proposed agenda. A copy of all proposed ordinances shall be attached to the proposed agenda. An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each council member shall receive the proposed agenda and agenda packet on Monday, one week prior to the meeting. Each council member shall receive the proposed agenda and agenda package by Friday afternoon prior to the Monday meeting and proposed agenda shall be available for public inspection and distribution or copying when it is distributed to the council members. Further, each preliminary proposed agenda, alone, without attachments, shall be provided to each council member and published on the Town's website and Facebook page by 4:00 PM, the Monday before each regularly scheduled council meeting.~~

### BUDGET IMPACT:

N/A

### RECOMMENDATION / OPTIONS:

Staff recommends that Council approves the Amended Rules of Procedures.

### LIST OF ATTACHMENTS:

The Amended Valdese Town Council Rules of Procedures

**December 8, 2025, Ordinance Book No. 9**  
**VALDESE TOWN COUNCIL – RULES OF PROCEDURES**

### **Meeting Procedures**

When the Valdese Town Council conducts its meetings, it follows *Suggested Rules of Procedures for a City Council, third edition, by A. Fleming Bell, II, UNC School of Government*, as a guideline to ensure a fair and impartial hearing for one and all, that each person's rights will be protected, and that democratic rule prevails at each meeting.

**Purpose:** The purpose of this policy statement is to develop favored procedures for council to look to and follow. It is hoped that these procedures will facilitate communications between and among council members and staff, provide efficient and equitable procedures to follow in and out of public meetings, and provide general information and recommendations about how the council conducts Town business. This policy is based in large part on N.C. law, but the policy is not designed to create any additional rights or obligations and does not provide any procedural rights to any person. The failure of council or any other person to adhere to the recommended procedures described herein shall not affect the validity of any meeting or action taken by council. To the extent there is conflict or any discrepancy between these procedures and the N.C. General Statutes, case law, or Town ordinances (collectively "law"), the law shall prevail.

#### **Rule 1. Regular Meetings**

The council shall hold a regular meeting on the first Monday of each month, except that if a regular meeting day is a legal holiday or falls on Easter Monday, the meeting shall be held on the next business day. So that the annual budget may be approved before July 1, the council may hold its July meeting on the last Monday in June. The meeting shall be held at Valdese Town Hall Council Chambers and shall begin at 6:00 p.m. A copy of the council's current meeting schedule shall be filed with the town clerk.

#### **Rule 2. Special, Emergency, and Recessed Meetings**

##### **Special Meetings.**

The mayor, the mayor pro tempore, or any two members of the council may at any time call a special council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. At least forty-eight hours before a special meeting called in this manner, written notice of the meeting stating its time and place and the subjects to be considered shall be (1) e-mailed or delivered to the mayor and each council member or left at his or her usual dwelling place; (2) posted on the council's principal bulletin board, or if none, at the door of the council's usual meeting room; and (3) e-mailed or delivered to each newspaper, radio station, television station, and person who has filed a written request for notice with the town clerk. Only those items of business specified in the notice may be transacted at a special meeting called in this manner, unless all members are present or have signed a written waiver of notice. [Even in such a case, the council shall only discuss or transact items of business not specified in the notice if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.]

A special meeting may also be called or scheduled by vote of the council in open session during another duly called meeting. The motion or resolution calling or scheduling the special meeting shall specify its time, place, and purpose. At least forty-eight hours before a special meeting called in this manner, notice of the time, place, and purpose of the meeting shall be (1) posted on the council's principal bulletin board; and (2) e-mailed or delivered to each newspaper, radio station, television station, and person who has filed a written request for notice with the town clerk. [Such notice shall also be e-mailed or delivered at least forty-eight hours before the meeting to each council member not present at the meeting at which the special meeting was called or scheduled, and to the mayor if he or she was not present at that meeting.] [Only those items of business specified in the notice may be discussed or transacted at a special meeting called in this manner, unless all members are present or those not present have signed a written waiver of notice, and the council determines in good faith at the meeting that it is essential to discuss or act on the item immediately.]



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**(b) Emergency Meetings.** Emergency meetings of the city council may be called only because of generally unexpected circumstances that require immediate consideration by the council. Only business connected with the emergency may be considered at an emergency meeting. One of the following two procedures must be followed to call an emergency meeting of the council.

(1) The mayor, the mayor pro tempore, or any two members of the council may at any time call an emergency council meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be e-mailed or delivered to the mayor and each council member or left at his or her usual dwelling place at least six hours before the meeting.

(2) An emergency meeting may be held at any time when the mayor and all members of the council are present and consent thereto, or when those not present have signed a written waiver of notice, but only in either case if the council complies with the notice provisions of the next paragraph.

Notice of an emergency meeting under (1) or (2) shall be given to each local newspaper, local radio station, and local television station. This notice shall be given either by telephone or e-mail.

**(c) Recessed.** A properly called regular, special, or emergency meeting may be recessed to a time and place certain by a procedural motion made and adopted as provided in Rule 18, Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of a recessed session of a properly called regular, special, or emergency meeting.

### **Rule 3. Organizational Meeting**

On the date and at the time of the first regular meeting in December following a general election in which council members are elected, or at an earlier date, if any, set by the incumbent council, the newly elected members shall take and subscribe the oath of office. During this meeting, the council shall elect a mayor pro tempore. This organizational meeting shall not be held before the municipal election results are officially determined, certified, and published in accordance with Subchapter IX of Chapter 163 of the North Carolina General Statutes.

### **Rule 4. Agenda**

**(a) Proposed Agenda.** The town clerk shall prepare a proposed agenda for each meeting. All requests, supporting documents, and agenda items must be received by the deadlines set in the agenda deadline schedule. Any council member may, by a timely request, have an item placed on the proposed agenda. A copy of all proposed ordinances shall be attached to the proposed agenda. An agenda package shall be prepared that includes, for each item of business placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each council member shall receive the proposed agenda and agenda package on Monday, one week prior to the meeting, and proposed agenda shall be available for public inspection and distribution or copying when it is distributed to the council members.

**(b) Consent Agenda.** The council may designate a part of the agenda as the “consent agenda.” Items shall be placed on the consent agenda by those preparing the proposed agenda if they are judged to be noncontroversial and routine. Any member may remove an item from the consent agenda and place under “Item(s) Removed From Consent Agenda.” All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the action on each item.

**(c) Open Meetings Requirements.** The council shall not deliberate, vote, or otherwise take action on any matter by reference to a letter, number, or other designation, or other secret device or method, with the

**VALDESE TOWN COUNCIL – RULES OF PROCEDURES**

intention of making it impossible for persons attending a meeting of the council to understand what is being deliberated, voted, or acted on. The council may, however, deliberate, vote, or otherwise take action by reference to an agenda, if copies of the agenda—sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on—are available for public inspection at the meeting.

**Rule 5. Public Comment**

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.

**Rule 6. Order of Business**

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

- I. Call Meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Informational Items:
  - A. Communication Notes
  - B. Reading Material
- V. Open Forum/Public Comment
- VI. Consent Agenda: All items below are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests. In which event the item will be removed from the Consent Agenda and considered under Item VII.
  - A. Approval of the minutes, etc.
- VII. Item(s) Removed from Consent Agenda
- VIII. New Business:
  - A. Public hearings, etc.
- IX. Manager's Report
- X. Mayor and Council Comments
- XI. Closed Session
- XII. Adjournment

**Rule 7. Office of Mayor**

The mayor shall preside at all meetings of the council but shall have the right to vote only when there is a tie. In order to address the council, a member must be recognized by the mayor.

The mayor or other presiding officer shall have the following powers:

- (a) To rule motions in or out of order, including any motion patently offered for obstructive or dilatory purposes;
- (b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
- (c) To entertain and answer questions of parliamentary law or procedure;
- (d) To call a brief recess at any time;

## VALDESE TOWN COUNCIL – RULES OF PROCEDURES

(e) To adjourn in an emergency.

A decision by the presiding officer under (a), (b), or (c) may be appealed to the council upon motion of any member, pursuant to Rule 18(b), Motion 1. Such a motion is in order immediately after a decision under (a), (b), or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.

**Rule 8. Office of Mayor Pro Tempore**

At the organizational meeting, the council shall elect from among its members a mayor pro tempore to serve at the council's pleasure. A council member who serves as mayor pro tempore shall be entitled to vote on all matters and shall be considered a council member for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the council may confer on the mayor pro tempore any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the council may by unanimous vote declare that the mayor is incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When a mayor declares that he or she is no longer incapacitated, and a majority of the council concurs, the mayor shall resume the exercise of his or her powers and duties. If both the mayor and mayor pro tempore are absent from a meeting, the council may elect from among its members a temporary chairman to preside at the meeting.

**Rule 9. When the Presiding Officer Is in Active Debate**

If the mayor or other presiding officer becomes actively engaged in debate on a particular proposal, he or she may designate another council member to preside over the debate. The mayor or other presiding officer shall resume presiding as soon as action on the matter is concluded.

**Rule 10. Action by the Council**

The council shall proceed by motion. Any member may make a motion.

**Rule 11. Second to the Motion**

Second to the motion will be required.

**Rule 12. One Motion at a Time**

A member may make only one motion at a time.

**Rule 13. Substantive Motions**

A substantive motion is out of order while another substantive motion is pending.

**Rule 14. Adoption by Majority Vote**

A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 27 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half.

**Rule 15. Voting**

The council will vote verbally. In case of a split vote the mayor will call for the ayes or noes. The mayor may also ask for the vote by show of hands.

**Rule 16. Debate**

The mayor shall state the motion and then open the floor to debate on it. The mayor shall preside over the debate according to the following general principles:

## VALDESE TOWN COUNCIL – RULES OF PROCEDURES

- (a) The maker of the motion is entitled to speak first;
- (b) A member who has not spoken on the issue shall be recognized before someone who has already spoken;
- (c) To the extent possible, the debate shall alternate between proponents and opponents of the measure.

**Rule 17. Ratification of Actions**

To the extent permitted by law, the council may ratify actions taken on its behalf but without its prior approval. A motion to ratify is a substantive motion.

**Rule 18. Procedural Motions**

(a) **Certain Motions Allowed.** In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

(b) **Order of Priority of Motions.** In order of priority, the procedural motions are

*Motion 1. To Appeal a Procedural Ruling of the Presiding Officer.* A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedure may be appealed to the council, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

*Motion 2. To Adjourn.* This motion may be made only at the conclusion of council consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess [or adjourn] to a time and place certain shall also comply with the requirements of Rule 2(c).

*Motion 3. To Take a Brief Recess.*

*Motion 4. To Go into Closed Session.* The council may go into closed session only for one or more of the permissible purposes listed in G.S. 143-318.11(a). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the council expects to receive advice during the closed session, if in fact such advice is to be received.

*Motion 5. To Leave Closed Session.*

*Motion 6. To Defer Consideration -- Table.* The council may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires 100 days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A member who wishes to revisit the matter during that time must take action to revive consideration of the original motion [Rule 18(b), Motion 9].

*Motion 7. To Postpone to a Certain Time or Day.* If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must wait until the specified time.

*Motion 8. To Amend.*

- (a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion. A proposal to substitute completely different wording for a motion

## VALDESE TOWN COUNCIL – RULES OF PROCEDURES

or an amendment shall be treated as a motion to amend.

- (b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.
- (c) Any amendment to a proposed ordinance [order] [policy] [resolution] shall be recited by the mayor before the vote on the amendment.

*Motion 9. To Revive Consideration.* The council may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 6 of Rule 18(b). The motion is in order at any time with 100 days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires 100 days after the deferral unless a motion to revive consideration is adopted.

*Motion 10. To Rescind or Repeal.* The council may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

#### **Rule 19. Renewal of Motion**

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reintroduction has been adopted.

#### **Rule 20. Withdrawal of Motion**

A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

#### **Rule 21. Duty to Vote**

Every member must vote unless excused by the remaining members according to law. A member who wishes to be excused from voting shall so inform the presiding officer, who shall take a vote of the remaining members. No member shall be excused from voting except upon matters involving the consideration of his or her own financial interest or official conduct. In all other cases, a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote.

#### **Rule 22. Introduction of Ordinances**

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the council.

#### **Rule 23. Adoption of Ordinances and Approval of Contracts**

(a) Generally. An affirmative vote equal to a majority of all the members of the council not excused from voting on the question in issue (including the mayor's vote in case of an equal division) shall be required to adopt an ordinance, to take any action that has the effect of an ordinance, or to make, ratify, or authorize any contract on behalf of the city. In addition, no ordinance or action that has the effect of an ordinance may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two-thirds of all the actual membership of the council, excluding vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the council. No ordinance shall be adopted unless it has been reduced to writing before a vote on adoption is taken.

#### **Rule 24. Adoption of the Budget Ordinance**

Notwithstanding the provisions of the city charter, general law, or local act:

- (1) Any action with respect to the adoption or amendment of the budget ordinance may be taken at any regular or special meeting of the council by a simple majority of those present and voting, a quorum being present;



**December 8, 2025, Ordinance Book No. 9****VALDESE TOWN COUNCIL – RULES OF PROCEDURES**

- (2) No action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the council; and
- (3) The adoption and amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any city charter or local act concerning initiative or referendum.

During the period beginning with the submission of the budget to the council and ending with the adoption of the budget ordinance, the council may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as (a) each member of the board has actual notice of each special meeting called for the purpose of considering the budget, and (b) no business other than consideration of the budget is taken up. This rule does not allow, and may not be construed to allow, the holding of closed meetings or executive sessions by the council if it is otherwise prohibited by law from holding such a meeting or session.

**Rule 25. Special Rules of Procedure**

The board has no special rules at this time.

**Rule 26. Closed Sessions**

The council may hold closed sessions as provided by law. The council shall only commence a closed session after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. 143-318.11(a)(1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. 143-318.11(a)(3) (consultation with attorney; handling or settlement of claims, judicial actions, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The council shall terminate the closed session by a majority vote.

Only those actions authorized by statute may be taken in closed session. A motion to adjourn or recess shall not be in order during a closed session.

**Rule 27. Quorum**

A majority of the actual membership of the council plus the mayor, excluding vacant seats, shall constitute a quorum. A majority is more than half. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

**Rule 28. Public Hearings**

Public hearings required by law or deemed advisable by the council shall be organized by a special order (adopted by a majority vote) that sets forth the subject, date, place, and time of the hearing as well as any rules regarding the length of time allotted for each speaker, and other pertinent matters. The rules may include, but are not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to council meetings shall also apply to public hearings at which a majority of the council is present; such a hearing is considered to be

**VALDESE TOWN COUNCIL – RULES OF PROCEDURES**

part of a regular or special meeting of the council. These requirements also apply to hearings conducted by appointed or elected committees of the council, if a majority of the committee is present. A public hearing for which any notices required by the open meetings law or other provisions of law have been given may be continued to a time and place certain without further advertisement. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the council is present.

The council may vote to delegate to city staff members, as appropriate, the authority to schedule, call, and give notice of public hearings required by law or the council. The council shall provide adequate guidelines to assist staff members in fulfilling this responsibility, and it shall not delegate the responsibility in cases where the council itself is required by law to call, schedule, or give notice of the hearing.

At the time appointed for the hearing, the mayor or his or her designee shall open the public hearing and then preside over it. When the allotted time of five minutes per person expires or when no one wishes to speak who has not done so, the presiding officer shall declare the hearing closed.

**Rule 29. Quorum at Public Hearings**

A quorum of the council shall be required at all public hearings required by state law. If a quorum is not present at such a hearing, the hearing shall be continued until the next regular council meeting without further advertisement.

**Rule 30. Minutes**

Full and accurate minutes of the council proceedings, including closed sessions, shall be kept. The board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the council, the “ayes” and “noes” upon any question shall be taken. Members’ and other persons’ comments may be included in the minutes if the council approves.

Minutes and general accounts of closed sessions may be sealed by action of the council. Such sealed minutes and general accounts may be withheld from public inspection so long as public inspection would frustrate the purpose of the closed session.

**Rule 31. Appointments**

The council may consider and make appointments to other bodies, including its own committees, if any, only in open session. The council may not consider or fill a vacancy among its own membership except in open session.

Town staff liaisons to boards and commissions shall make recommendations to council for appointments/reappointments.

**Rule 32. Committees and Boards**

**(a) Establishment and Appointment.** The council or the mayor, if the mayor is delegated that power by the council, may establish and appoint members for such temporary and standing city committees and boards as are needed to help carry on the work of city government. Any specific provisions of law relating to particular committees and boards shall be followed.

**(b) Open Meetings Law.** The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of the city that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, administrative, or advisory functions. However, the law’s requirements shall not apply to a meeting solely among the city’s professional staff.

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**VALDESE TOWN COUNCIL – RULES OF PROCEDURES**

**Rule 33. Amendment of the Rules**

These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, so long as the amendment is consistent with the city charter, general law, and generally accepted principles of parliamentary procedure. Adoption of an amendment shall require an affirmative vote equal to or greater than two-thirds of all the actual membership of the council, excluding vacant seats, and not including the mayor.

**Rule 34. Reference to *Robert's Rules of Order Newly Revised***

To the extent not provided for in these rules, and to the extent it does not conflict with North Carolina law or with the spirit of these rules, the council shall refer to *Robert's Rules of Order Newly Revised*, to answer unresolved procedural questions.

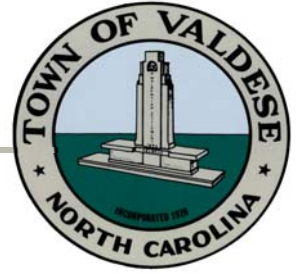
Adopted this 8<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Charles Watts, Mayor

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

# Town of Valdese

## AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Attorney Tim Swanson

Subject: A Resolution Abolishing the Valdese Housing Authority

Meeting: December 8, 2025

Presenter: Attorney Tim Swanson

### ITEM OF INTEREST:

Resolution Abolishing the Valdese Housing Authority

### BACKGROUND INFORMATION:

The Town of Valdese established the Valdese Housing Authority to carry out the responsibilities outlined in state law. On June 28, 2024, the Housing Authority transferred all of its assets and liabilities to the Western Piedmont Council of Governments. With this transfer complete, the Housing Authority no longer has a purpose or any remaining operations. State law allows the Town Council to abolish a housing authority by resolution. Since all assets and responsibilities have been fully transferred, staff recommends dissolving the Valdese Housing Authority at this time.

### BUDGET IMPACT:

N/A

### RECOMMENDATION / OPTIONS:

Approval of Resolution Abolishing the Valdese Housing Authority

### LIST OF ATTACHMENTS:

Resolution Abolishing the Valdese Housing Authority

## **A RESOLUTION ABOLISHING THE VALDESE HOUSING AUTHORITY**

WHEREAS, the Town of Valdese created the Valdese Housing Authority to exercise the powers, duties, and responsibilities of a housing authority as prescribed in Chapter 157 of the North Carolina General Statutes;

WHEREAS, on or about June 28, 2024, the Valdese Housing Authority, a North Carolina corporate body created under Chapter 157 of the North Carolina General Statutes, transferred all of the assets and liabilities of the Valdese Housing Authority to the Western Piedmont Council of Governments, a Regional Council of Governments created under Part 2, Article 20 of Chapter 160A of the North Carolina General Statutes;

WHEREAS, upon the transfer of the assets and liabilities of the Valdese Housing Authority, the purpose for which the Valdese Housing Authority was formed ended;

WHEREAS, G.S. 157-4.1A provides that Town Council may, in its discretion, by resolution, abolish the Valdese Housing Authority, such abolition to be effective on a day set in such resolution that will allow sufficient time to wind down the operations of the housing authority; and

WHEREAS, now that all of the assets and liabilities of the Valdese Housing Authority have now been transferred to the Western Piedmont Council of Governments, the Town Council desires to abolish the Valdese Housing Authority effectively immediately.

NOW, THEREFORE, BE IT RESOLVED that the Valdese Housing Authority is hereby abolished effective immediately.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

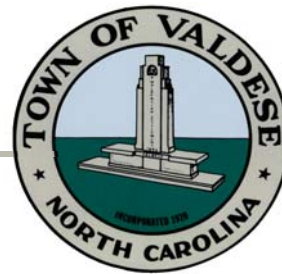
ATTEST:

By: \_\_\_\_\_  
Keith Huffman, Mayor

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

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Council

From: Chief of Police Marc A. Sharpe

Subject: Report Update and accomplishments of Homeless Drug/Task Force

Meeting: December 8th, 2025 Council Meeting

Presenter: Chief of Police Marc A. Sharpe

### ITEM OF INTEREST:

\* A verbal presentation and report of resources identified and Task Force initiatives taking place in our community.

### BACKGROUND INFORMATION:

Presentation:

Committee Chair Chief Sharpe will verbally present what the Homelessness Drug Task Force has been involved in with a report of Resources identified and initiatives taking place in our town to assist with these issues.

### BUDGET IMPACT:

Committee is volunteers at no cost to the town.

### RECOMMENDATION / OPTIONS:

N/A

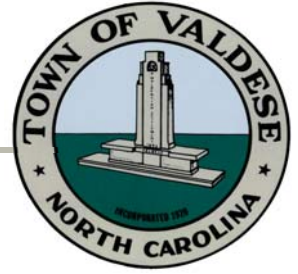
### LIST OF ATTACHMENTS:

List of Resources identified handed to council by Committee Chair Chief Sharpe



# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Michael Rapp, Planning Intern

Subject: Planning Board Appointments

Meeting: December 8, 2025

Presenter: Mavor Keith Huffman

### ITEM OF INTEREST:

Appointment of Town of Valdese Planning Board members.

### BACKGROUND INFORMATION:

The Town of Valdese Planning Board has vacancies. The recommended appointments are for a full four-year term, one is a reappointment and one is filling a vacant position. Both of these positions are for voting member positions. Additionally, one alternate position is unfilled, this unfilled positions term is set to expire on 12/31/26.

It is recommended that Mr. Rostan be reappointed to the Planning Board and that Mr. Greene be moved up from alternate to fill the vacant seat on the Planning Board.

The alternate term is set to expire on 12/31/26. This appointment may be made at a later meeting as it is not time-sensitive.

### BUDGET IMPACT:

None

### RECOMMENDATION / OPTIONS:

Recommend the council appoint new Planning Board members from the submitted applications.

### LIST OF ATTACHMENTS:

Application 1: Mark Rostan  
Application 2: Jordan Greene



## TOWN OF VALDESE

### Application for Appointment to Boards and Committees

#### Boards and Committees:

1<sup>st</sup> Choice: Planning Board

2<sup>nd</sup> Choice:

#### Information About Me:

Full Name: John Mark Rostan

Age: 55

Marital Status: Married

Name of Spouse: Leslie

Current Address: 3270 Montanya View Drive, Valdese

Phone Number: 828-261-6275

Email: markrostan@valdese.com

If Resident of Valdese, Ward 3:

How many years: 26 years

If owner or manager of Valdese property or business, please describe:

Cold Creek Investments, LLC (investment properties and development) and Campfire H

#### Education and Employment:

Highest Level of Education: MBA - Wake Forest University

Employer: Self-Employed

Occupation Development, Investment, and

Business Address: 201 Main Street East, Valde Business Phone: 828-261-6275

Other Organizations: Blue Ridge Healthcare Foundation; Community Foundation of Burke County; Waldensian Heritage Foundation; Valdese Fireman's Relief Fund; and Burke Charitable Properties (until end of 2024)

Return to: Town of Valdese – Town Hall  
Attn: Clerk to the Board  
P.O. Box 339  
Valdese, NC 28690  
Email: [jlail@valdesenc.gov](mailto:jlail@valdesenc.gov)

#### Public Records Statement:

*Agreement to the Public Records Statement and a Digital Signature are required to submit your application.*

I understand that any information submitted becomes a public record, is NOT confidential, and is subject to North Carolina Public Records Law. This information will be used by the Town Council in making appointments to boards and committees, and it may be used as news release information to identify you to the community.

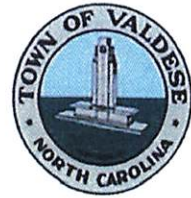
Upon appointment to serve as a board or committee representative, I understand that I must be impartial and responsible to the board or committee on which I serve. Any board or committee representative's conduct deemed unacceptable by Town Council may result in the dismissal of the representative. I agree to this policy.

Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.

  
Signature

12/05/2024

Date

**TOWN OF VALDESE****Application for Appointment to Boards and Committees****Boards and Committees:**1<sup>st</sup> Choice: Planning Board2<sup>nd</sup> Choice:**Information About Me:**

Full Name: Jordan N. Greene

Age: 37

Marital Status: Married

Name of Spouse: Hayley B. Greene

Current Address: 909 Mountain View Ave SE Valdese NC 28690

Phone Number: 828-460-4917

Email: jordan.greene87@gmail.com

If Resident of Valdese, Ward 3:

How many years: 10

If owner or manager of Valdese property or business, please describe:

**Education and Employment:**

Highest Level of Education: Bachelors Degree

Employer: Black &amp; Associates, LLC

Occupation Financial Advisor/Partner

Business Address: 205 N. King Street Morgant Business Phone: 828-433-1016

Other Organizations:

Return to: Town of Valdese – Town Hall  
 Attn: Clerk to the Board  
 P.O. Box 339  
 Valdese, NC 28690  
 Email: [jail@valdesenc.gov](mailto:jail@valdesenc.gov)

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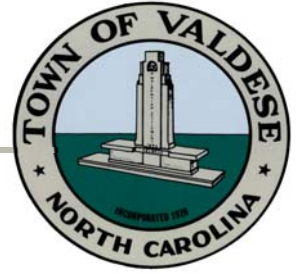
Signature

12/10/2024

Date

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: David Andersen, Parks and Recreation Director

Subject: Parks and Recreation Commission Appointments

Meeting: December 8, 2025

Presenter: Mavor Keith Huffman

### ITEM OF INTEREST:

Appointment of Town of Valdese Parks and Recreation Commission members.

### BACKGROUND INFORMATION:

The Town of Valdese Parks and Recreation has vacancies. Several applications have been submitted to the Town Clerk for consideration. These appointments are for a full three-year term, and two unexpired terms ending in December 2026.

It is recommended that Mr. White be appointed to a full term to fill the expired seat previously held by Chip Stallings.

It is recommended that Mr. Treadway and Mrs. Skidmore be appointed to complete the unexpired terms of Shannon Radabaugh and Justin Carswell.

### BUDGET IMPACT:

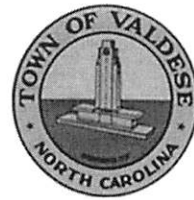
None

### RECOMMENDATION / OPTIONS:

Recommend the council appoint new parks and recreation commissioners from the submitted applications.

### LIST OF ATTACHMENTS:

Application 1: Annette Skidmore  
Application 2: Denver Treadway  
Application 3: Eric White

**TOWN OF VALDESE****Application for Appointment to Boards and Committees****Boards and Committees:**

1<sup>st</sup> Choice: Parks and Recreation Commission

2<sup>nd</sup> Choice:

**Information About Me:**

Full Name: Annette L. Skidmore

Age: 66

Marital Status: Married

Name of Spouse: Tim

Current Address: 312 Becker Avenue Valdese NC

Phone Number: (828)612-3631

Email: 12wonderwoman12@gmail.com

If Resident of Valdese, Ward 5:

How many years: 38

If owner or manager of Valdese property or business, please describe:  
NA

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**Education and Employment:**

Highest Level of Education: Masters Degree Speech Language Pathology

Employer: Retired

Occupation 40 years Speech Language P

Business Address: NA

Business Phone: NA

Other Organizations: Served 2 years Drug and Homeless Task Force

Return to: Town of Valdese – Town Hall  
Attn: Clerk to the Board  
P.O. Box 339  
Valdese, NC 28690  
Email: [jlail@valdesenc.gov](mailto:jlail@valdesenc.gov)

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Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.

Annette L. Skidmore  
Signature

November 17, 2025

Date



**TOWN OF VALDESE****Application for Appointment to Boards and Committees****Boards and Committees:**1<sup>st</sup> Choice: Parks and Recreation2<sup>nd</sup> Choice:**Information About Me:**

Full Name: Denver L. Treadway

Age: 23

Marital Status: Not married

Name of Spouse: N/A

Current Address: 401 Cline Avenue SW

Phone Number: 8284091260

Email: dtreadway02@gmail.com

If Resident of Valdese, Ward 4:

How many years: 23

If owner or manager of Valdese property or business, please describe:

N/A

**Education and Employment:**

Highest Level of Education: BSBA Sales and Marketing at Appalachian State University

Employer: Oakwood Homes

Occupation Home Consultant

Business Address: 1839 E Dixon Blvd

Business Phone: 7044842211

Other Organizations:

Return to: Town of Valdese – Town Hall

Attn: Clerk to the Board

P.O. Box 339

Valdese, NC 28690

Email: [jlail@valdesenc.gov](mailto:jlail@valdesenc.gov)**Public Records Statement:***Agreement to the Public Records Statement and a Digital Signature are required to submit your application.*

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Denver Treadway  
Signature

11/21/2025

Date

**TOWN OF VALDESE****Application for Appointment to Boards and Committees****Boards and Committees:**1<sup>st</sup> Choice: PARKS & RECREATION COMMISSION2<sup>nd</sup> Choice:**Information About Me:**Full Name: ERIC L. WHITEAge: 47Marital Status: MARRIEDName of Spouse: CRISTINA E. WHITECurrent Address: 3221 MONTANYA VIEW DR., VALDESE, NC 28690Phone Number: (561) 396-0236Email: cfa-ericw@yahoo.comIf Resident of Valdeese, Ward 3:How many years: 3If owner or manager of Valdeese property or business, please describe: HOME OWNER**Education and Employment:**Highest Level of Education: BACHELORS DEGREEEmployer: CORNING INC.Occupation: SECTION SUPERVISORBusiness Address: 1764 TRIVIAM PKWYBusiness Phone: (828) 368-1690Other Organizations: EAST VALDESE BAPTIST CHURCH

Return to: Town of Valdeese – Town Hall  
 Attn: Clerk to the Board  
 P.O. Box 339  
 Valdeese, NC 28690  
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Signature: I certify that the facts contained in this application are true and correct to the best of my knowledge. I understand that nonattendance, without good cause, of meetings of the board or committee on which I serve may be grounds for dismissal by Town Council.

Eric L. White  
 Signature

11-18-2025  
 Date