

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

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

**Monday, May 6, 2024**  
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**
3. **Pledge of Allegiance**

4. **Informational Items**

- A. Communication Notes
- B. Reading Material

5. **Open Forum/Public Comment**

- A. Resolution of Appreciation – WT Sorrell
- B. Valdese Pilot Club AED Presentation

6. **Consent Agenda**

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

- A. Approval of Agenda Review Meeting Minutes of March 25, 2024
- B. Approval of Regular Meeting Minutes of April 1, 2024
- C. Approval of Budget Retreat Minutes of April 15 & 16, 2024
- D. Approval of Special Called Meeting Minutes of April 22, 2024
- E. Approval of Closed Session Minutes of April 22, 2024
- F. Approval of Budget Review Minutes of April 22, 2024
- G. Approval of Amended Resolution to the Drug & Homeless Task Force
- H. Approval of Appointment of Police Chief Marc Sharpe to the Drug & Homeless Task Force
- I. Approval of Preliminary Plat for Valdese Bluffs
- J. Approval of Capital Project Ordinance Amendment for Lakeside Park Pavilion

- K. Approval of Resolution Exempting Engineering Services for 102 Torre Pellice St. SE Culvert
- L. Approval of Resolution of Sale of Town-Owned Property – 118 Fat Ave.
- M. Approval of Resolution of Sale of Town-Owned Property – 104 Roller St. SW
- N. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 308 Stuart Ave SE
- O. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 317 Stuart Ave SE
- P. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 460 Perkins Rd SE
- Q. Approval of Resolution to Participate in NC Cooperative Liquid Assets Securities System
- R. Approval of Capital Project Ordinance – Hoyle Creek Restoration
- S. Approval of Attorney Fee Budget Amendment

## **7. New Business**

- A. Burke Development, Inc. Update (Presented by Alan Wood)
- B. Efficiency Task Force Recommendations (Presented by Committee Chair Eddie Perrou)
- C. Drug & Homeless Task Force Report (Presented by Police Chief Marc Sharpe)
- D. Facilities Review Committee Report (Presented by Co-chairs Greg Refour & Roger Heavner)
- E. Consideration of Approval of Contract for Architectural Firm for Public Safety Building (Presented by Facilities Review Committee)
- F. Consideration of Making Offer to Acquire 200 Massel Ave (Presented by Facilities Review Committee)
- G. Consideration of Listing Agreement for 800 Pineburr Ave SE (Presented by Facilities Review Committee)
- H. Consideration of Resolution to Oppose the City of Charlotte Interbasin Transfer Request (Presented by Greg Padgett)
- I. Consideration of Resolution of Tentative Award of Bid for Cline Pump Station Upgrades (Presented by Greg Padgett)
- J. Consideration of Approval of Contract for Architectural and Engineering Services for Permanent Pool Structure (Presented by David Andersen)
- K. Consideration of Old Rock School Renovations Phase 2 (Presented by Morrissa Angi)
  - i. Approval of Resolution Application for North Carolina Department of Commerce Rural Downtown Economic Development(RDED) Grant Program
  - ii. Resolution Exempting Survey Services for 400 Main St. W
  - iii. Consideration of AIA Document B101 Standard Form of Agreement between Owner (TOV) and Architect (Greenberg Farrow Architecture, Inc.
  - iv. Consideration of AIA Document A101 Standard Form of Agreement between Owner (TOV) and Contractor (Houck Contracting, LLC)

v. Capital Project Ordinance Amendment

- L. Public Hearing: Rezoning Map Amendment 1-2-24 - B-1 Central Business District to B-2 General Business District (Presented by Larry Johnson)
- M. Public Hearing: Zoning Ordinance Text Amendment 1-2-24 - Article E – B-2 General Business District and M-1 Manufacturing District (Presented by Larry Johnson)

**8. Interim Manager's Report**

- A. Granville Morrow Fun Fish Day is scheduled for Saturday, May 11, 2024, 9:00 a.m. – 1:00 p.m. at McGalliard Falls. Rain Date: May 20, 2023. Register online at [valdese.recdesk.com](http://valdese.recdesk.com). Rain Date: May 18, 2024
- B. Family Friday Nights Kickoff Celebration is scheduled for Friday, May 17, 2024, 7:00 p.m. – 10:00 p.m., with Too Much Sylvia, at the Temple Field. Concerts will continue every Friday until August 30, 2024.
- C. Town Offices Closed on Monday, May 27, 2024, in Observance of Memorial Day
- D. Next Agenda Review Council meeting is scheduled for Tuesday, May 28, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall
- E. Next Regular Council meeting scheduled for Monday, June 3, 2024, 6:00 p.m.

**9. Mayor and Council Comments**

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

**Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged.

**11. Adjournment**

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

## COMMUNICATION NOTES

**To:** Mayor Watts  
Town Council

**From:** Town Clerk

**Date:** May 3, 2024

**Subject:** Monday, May 6, 2024, Council Meeting

### 6. Consent Agenda

**A. Approval of Agenda Review Meeting Minutes of March 25, 2024**

**B. Approval of Regular Meeting Minutes of April 1, 2024**

**C. Approval of Budget Retreat Minutes of April 15 & 16, 2024**

**D. Approval of Special Called Meeting Minutes of April 22, 2024**

**E. Approval of Closed Session Minutes of April 22, 2024**

**F. Approval of Budget Review Minutes of April 22, 2024**

**G. Approval of Amended Resolution to the Drug & Homeless Task Force**

Enclosed in the agenda packet is an amendment to the Drug & Homeless Task Force. This amendment allows the task force to increase the members by changing the wording to a *minimum* of five members.

**H. Approval of Appointment of Police Chief Marc Sharpe to the Drug & Homeless Task Force**

Enclosed in the agenda packet is a memo requesting the appointment of Valdese Police Chief Marc Sharpe to the Drug & Homeless Task Force. The appointment is a nomination made by Councilwoman Heather Ward.

**I. Approval of Preliminary Plat for Valdese Bluffs**

Enclosed in the agenda packet is a memo from Planning Director Larry Johnson and background information on Valdese Bluffs. Due to the removal of a marina, multi-family units, and commercial development, Valdese Bluffs is now considered a major subdivision instead of a planned unit development residential. Mr. Johnson and the Planning Board recommend that the Town Council approve the Valdese Bluffs Preliminary Plat to comply with the changes.

**J. Approval of Capital Project Ordinance Amendment for Lakeside Park Pavilion**

Enclosed in the agenda packet is a Capital Project Ordinance prepared by Assistant Town Manager/CFO Bo Weichel. This amendment transfers private donations from the McGalliard Bridge project to the Lakeside Park project for the Park Pavilion.

**K. Approval of Resolution Exempting Engineering Services for 102 Torre Pellice St. SE Culvert**

Enclosed in the agenda packet is a Resolution exempting engineering services for 102 Torre Pellice culvert. The Town proposes to enter into a contract for engineering services for work on the culvert. The estimated fee for design services is less than \$50,000.00, so this resolution would exempt from the provision G.S.143-64.31.

**L. Approval of Resolution of Sale of Town-Owned Property – 118 Fat Ave.**

At the February 16, 2024 Special Council meeting, Council adopted a resolution proposing the acceptance of an offer to purchase town-owned property at 118 Fat Ave., Valdese. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and informed the public that any person could raise the bid. After receiving upset bids, the highest bid received was from T.L. Norman Land Company, in the amount of \$14,000.00. Enclosed in the agenda packet is a resolution approving the sale of the property.

**M. Approval of Resolution of Sale of Town-Owned Property – 104 Roller St. SW**

At the April 1, 2024 Special Council meeting, Council adopted a resolution proposing the acceptance of an offer to purchase town-owned property at 104 Roller Street SW, Valdese. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and informed the public that any person could raise the bid. After receiving no upset bids, the highest bid received was from Barktopia Stay & Play Pet Resort & Daycamp, LLC, in the amount of \$35,000.00. Enclosed in the agenda packet is a resolution approving the sale of the property.

**N. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 308 Stuart Ave SE**

The Town received an offer from Michael Abee in the amount of \$10,000.00 to purchase the property located at 308 Stuart Ave SE, Valdese. The property value is \$24,623. Enclosed in the agenda packet is a letter from Mr. Abee explaining his intent to purchase the property, a map location, and a Resolution for the sale of the town-owned property. If approved, the property will be advertised for an upset bid.

**O. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 317 Stuart Ave SE**

The Town received an offer from Michael Abee in the amount of \$20,000.00 to purchase the property located at 317 Stuart Ave SE, Valdese. The property value is \$29,179. Enclosed in the agenda packet is a letter from Mr. Abee explaining his intent to purchase the property, a

map location, and a Resolution for the sale of the town-owned property. If approved, the property will be advertised for an upset bid.

**P. Approval of Resolution Authorizing Upset Bid Process for the Sale of Town-owned Property – 460 Perkins Rd SE**

The Town received an offer from Michael Abee in the amount of \$40,000.00 to purchase the property located at 460 Perkins Rd SE, Valdese. The property value is \$63,170. Enclosed in the agenda packet is a letter from Mr. Abee explaining his intent to purchase the property, a map location, and a Resolution for the sale of the town-owned property. If approved, the property will be advertised for an upset bid.

**Q. Approval of Resolution to Participate in NC Cooperative Liquid Assets Securities System**

Enclosed in the agenda packet is a resolution to participate in NC cooperative liquid assets securities systems. This will allow the Finance Officer to serve as the Town's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the Town's idle funds.

**R. Approval of Capital Project Ordinance – Hoyle Creek Restoration**

Enclosed in the agenda packet is a Capital Project Ordinance prepared by Assistant Town Manager/CFO Bo Weichel. This ordinance will move funds to appropriate account for the Hoyle Creek Restoration project.

**S. Approval of Attorney Fee Budget Amendment**

Enclosed in the agenda packet is a budget amendment prepared by Assistant Town Manager/CFO Bo Weichel. This amendment will move funds to the appropriate account for Town Attorney fees.

7. New Business

**A. Burke Development, Inc. Update**

Alan Wood, Burke Development, Inc., President & CEO will give Council a BDI update.

**B. Efficiency Task Force Recommendations**

Eddie Perrou, Efficiency Task Force Chairman, will present recommendations to Council.

**C. Drug & Homeless Task Force Report**

Enclosed in the agenda packet is a Drug & Homeless Task Force report. Valdese Police Chief Marc Sharpe, will present at the meeting.

**D. Facilities Review Committee Report**

Greg Refour and Roger Heavner, Facilities Review Committee Co-Chairs, will present a report to the Council.

**E. Consideration of Approval of Contract for Architectural Firm for Public Safety Building**

Enclosed in the agenda packet is a letter from Tally & Smith Architecture, Inc., with proposals for Phase I of the Public Safety Facility project and an AIA Document B104 Standard Abbreviated Form of Agreement between Owner (TOV) and Architect (Talley & Smith) that has been reviewed and redlined by the Town Attorney Tim Swanson.

**Requested Action:** To approve the Talley & Smith contract and authorize the Mayor to execute the contract on behalf of the Town of Valdese, subject to pre-audit certificate and approval as to form and legality by the Town Attorney.

**F. Consideration of Making Offer to Acquire 200 Massel Ave**

Enclosed in the agenda packet is a map of the location of 200 Massel Ave. SW, and a schematic site plan. The Facilities Review Committee will be at the meeting to discuss the proposed plan.

**Requested Action:** Direction from the Facilities Review Committee and Council

**G. Consideration of Listing Agreement for 800 Pineburr Ave SE**

Enclosed in the agenda packet is a map of the location of 800 Pineburr Ave SE. The Facilities Review Committee will be at the meeting to discuss.

**Requested Action:** Direction from the Facilities Review Committee

**H. Consideration of Resolution to Oppose the City of Charlotte Interbasin Transfer Request**

Enclosed in the agenda packet is a Resolution aimed at opposing the City of Charlotte's interbasin transfer request. Greg Padgett, our Water Resource Director, will provide further insights during the meeting.

**Requested Action:** Staff recommends approving the Resolution to Oppose the City of Charlotte interbasin transfer request, as presented.

**I. Consideration of Resolution of Tentative Award of Bid for Cline Pump Station Upgrades**

Enclosed in the agenda packet is a Memo from Water Resources Director Greg Padgett, a bid recommendation award, certified bid tabulation from McGill Associates, P.A., and a resolution Tentative Award of Bid related to the project for Cline Pump Station upgrades. The lowest responsible bidder was Carolina Grading Utilities, Inc., of Warrenton, NC, in the amount of \$1,157,710.00. Water Resources Director Greg Padgett will be at the meeting to discuss.

**Requested Action:** Staff recommends that Council award the bid to the lowest responsible bidder, Carolina Grading Utilities, Inc., in the amount of \$1,157,710.00 by approving the Resolution as presented.

**J. Consideration of Approval of Contract for Architectural and Engineering Services for Permanent Pool Structure**

Enclosed in the agenda packet is a proposal contract for architectural and engineering services for a permanent pool structure from Michael Graves Company. Parks & Recreation Director David Andersen will be at the meeting to discuss.

**Requested Action:** Staff recommends approval of the contract with Michael Graves Company, subject to approval by Town Attorney.

**K. Consideration of Old Rock School Renovations Phase 2**

Enclosed in the agenda packet are the following items for Council's approval:

- i. Approval of Resolution Application for North Carolina Department of Commerce Rural Downtown Economic Development(RDED) Grant Program
- ii. Resolution Exempting Survey Services for 400 Main St. W
- iii. Consideration of AIA Document B101 Standard Form of Agreement between Owner (TOV) and Architect (Greenberg Farrow Architecture, Inc.)
- iv. Consideration of AIA Document A101 Standard Form of Agreement between Owner (TOV) and Contractor (Houck Contracting, LLC)
- v. Capital Project Ordinance Amendment

Community Affairs Director Morrissa Angi will be at the meeting to present.

**L. Public Hearing: Rezoning Map Amendment 1-2-24 - B-1 Central Business District to B-2 General Business District**

Planning Director Larry Johnson will present the proposed Re-zoning Map Amendment Application #1-2-24 requested by the Town of Valdese for properties located at 210-240 Praley Street NW, 441-540 Main Street West, Colombo Street NW, from current designation B-1 Central Business District to B-2 General Business. Enclosed in your agenda packet is a memo for Planning Director Larry Johnson and a Town Council Zoning Map Amendment Consistency and Reasonableness Statement for your approval. Mr. Johnson will also present a presentation at the meeting.

**Requested Action:** Staff recommends that Council approve the Re-zoning Application #1-2-24, and the Town Council Zoning Map Amendment Consistency and Reasonableness Statement, as presented.

**M. Public Hearing: Zoning Ordinance Text Amendment 1-2-24 - Article E – B-2 General Business District and M-1 Manufacturing District**

Planning Director Larry Johnson will present the proposed Zoning Ordinance Amendment #1-2-24 to Article B 9-3012 Definitions, Article E 9-3056 B-2 General Business District and 9-3058 Manufacturing District M-1 and 9-3060. Enclosed in your agenda packet is a memo for Planning Director Larry Johnson and a Valdese Town Council Amendment Consistency Statement for your approval. Mr. Johnson will also present a presentation at the meeting.

**Requested Action:** Staff recommends that Council approve the Zoning Ordinance Text Amendment #1-2-24, and the Town Council Zoning Map Amendment Consistency Statement, as presented.

# READING MATERIAL

**VALDESE FIRE DEPARTMENT**  
**MONTHLY ACTIVITY REPORT**  
**MARCH 2024**



<u>FIRE DEPARTMENT ACTIVITY</u>	<u>ACTIVITY HOURS</u>
Station Duty	185 Hours
Vehicle Duty	104 Hours
Equipment Duty	60 Hours
On-Duty Emergency Responses	98 Hours
On-Duty Training	65 Hours
Fire Administration	134 Hours
Training Administration	7 Hours
Meetings	28 Hours
Fire Prevention Administration	55 Hours
Fire Prevention Inspections	17 Hours
Public Relations	4 Hours
Hydrant Maintenance	0 Hours
Safety Administration	7 Hours
Safe Kids Activities	3 Hours
Extra Duty Fires	4 Hours
Extra Duty Training	33 Hours
Extra Duty Fire & Medical Standby	0 Hours
Physical Training	15 Hours
Extra Duty Medical Responses	43 Hours
Part-Time Firefighter Training	56 Hours
Part-Time Emergency Responses	61 Hours
<b>Total Training Hours</b>	<b>154 Hours</b>
<b>TOTAL MAN HOURS</b>	<b>979 Hours</b>

<u>INSPECTION TYPE</u>	<u># OF INSPECTIONS</u>	<u>Violations</u>
Business	4	11
Factory	1	0
Mercantile	1	6
Storage	2	15
Reinspection	10	4
<b>TOTAL</b>	<b>18</b>	<b>36</b>

**VALDESE FIRE DEPARTMENT  
MONTHLY ACTIVITY REPORT  
MARCH 2024**

**EMERGENCY INCIDENTS**

<b>Fire</b>	<b>1</b>
Special Outside Fire	1
<b>Overpressure Rupture, Explosion, Overheat</b>	<b>1</b>
Explosion (no fire)	1
<b>Rescue &amp; Emergency Medical Incidents</b>	<b>51</b>
Medical Assist	8
Emergency Medical Service (EMS) Incident	43
<b>Service Calls</b>	<b>2</b>
Service Call Other	1
Cover Assignment, Standby, Move up	1
<b>Good Intent Calls</b>	<b>2</b>
Dispatched & Cancelled in Route	2
<b>False Alarm &amp; False Calls</b>	<b>5</b>
Unintentional System/ Detector Operation	3
False Alarm / False Call other	2
<b>TOTAL EMERGENCY RESPONSES</b>	<b>62</b>

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Truman Walton, Chief  
Valdese Fire Department

## Community Affairs & Tourism Monthly Stats

### April 2024

#### Tourism Statistics

*visitvaldese.com views* 7,347

*townofvaldese.com views* 8,940

*Top 5 Pages Viewed (townofvaldese):Utilities,Recreation, Schedules & Fees, Career Opportunities, Meetings & Agendas*

#### Facebook

*# of followers* 18,455

*Post Engagement (last 28 days)* 23,607

*Post Reach (last 28 days)* 80,753

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

Reactions: 3,147 Comments: 449 Shares: 303 Photo Views: 4,858 Link Clicks: 2,410

TOP FIVE AUDIENCE LOCATIONS: Morganton, Valdese, Hickory, Lenoir, Drexel

*Approximate # of Visitors to the Tourism/CA Office* 60

#### Community Affairs Stats

##### Old Rock School Event Breakdown

AUDITORIUM	0
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	7
CLASSROOMS	7
MAJOR EVENT (ENTIRE SCHOOL)	0
Major Events Held at the Old Rock School	Average Number of Attendees
N/A	0

*Monthly Old Rock School Events* 21

**Old Rock School Total Attendance** 813

#### CA Summary for April 2024

April was a successful month for Valdese Community Affairs that brought exciting news and the first big event of the year. The Spring Craft Market took place on April 27th and hosted 80 vendors and approximately 1,500 attendees. The Old Rock School was the recipient of the RDED Grant for \$487,500 that will expand the Old Rock School renovation project. Renovations have been going well and the department has been busy brainstorming ideas for grand re-opening and ways to further improve the facility and experience for future renters. Planning and promotion for quickly approaching Summer events are underway, with less than a month to go before the FFN Kickoff Celebration on May 17th. Festival vendor applications continue to be submitted and entertainment has been booked. Business resource bags were also distributed in April. Facility bookings for August-forward have remained steady, with much of the year already booked for events. Bluegrass at the Rock season ticket sales have also continued to climb, with currently 83 tickets sold.

## Town of Valdese Personnel Report

	<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<b><i>Promotions</i></b>					
<b><i>New Hires</i></b>	Connor Hildebrand	Water Plant Operator		Water Plant	4/8/2024
	Sean Link	Police Officer		Police Department	4/22/2024
<b><i>Transfers</i></b>					

# VALDESE POLICE DEPARTMENT

James D Buchanan  
Assistant Chief of Police  
Post Office Box 339  
121 Faet Street  
Valdese, North Carolina 28690

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Telephone 828-879-2107  
Fax 828-879-2106

May 02, 2024

To: Mayor & Council  
From: Asst. Chief Buchanan  
Re: Boots on the Ground

Progress Reports: Boots on the Ground

**Location:**

McGalliard Falls  
Old Rock Schools  
Children's Park  
Community Center  
Lakeside Park  
Main St. Extra Patrol  
Business/Residential Contact

**Officers Visits:**

60 Visual Checks/Walk around  
30 Visual Checks/Walk around  
80 Visual Checks/Walk around  
60 Visual checks/Walk around  
30 Visual checks/Walk around  
Nightly Door Checks  
20 Community Policing

Our officers have logged 372 residential/business security checks, 462 extra patrols and 20 community policing in the month April 30, 2024 for 750 events related to the safety, security and public interest. As of this date, our department has logged 6231 events into CAD ranging from vehicle stops, security checks and any incident report from citizens of Valdese.

**TOWN OF VALDESE  
TOWN COUNCIL PRE- AGENDA MEETING  
MARCH 25, 2024**

The Town of Valdese Town Council met on Monday, March 25, 2024, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: None

A quorum was present.

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

**CONSENT AGENDA**

**APPROVAL OF AGENDA REVIEW MEETING MINUTES OF FEBRUARY 26, 2024**

**APPROVAL OF CLOSED SESSION MINUTES OF FEBRUARY 26, 2024**

**APPROVAL OF REGULAR MEETING MINUTES OF MARCH 4, 2024**

**APPROVAL OF CITIZENS BUDGET PRIORITIES MINUTES OF MARCH 18, 2024**

**APPROVAL OF VALDESE ABC BOARD TRAVEL POLICY**

**REQUEST FROM WALDENSIAN STYLE WINES TO SELL ALCOHOL**

**REQUEST FROM AMERICAN LEGION LADIES AUXILIARY TO SELL ALCOHOL**

**REQUEST FROM BURKE SUNRISE ROTARY CLUB TO SELL ALCOHOL**

**RESULT: ALL ITEMS MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**NEW BUSINESS**

**INTRODUCTION OF NEW EMPLOYEES:** Mayor Watts shared that we will have new employees introduced at the April meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**PUBLIC HEARING FOR CDBG WATER PROJECT:** Sherry Long, Assistant Executive Director of Western Piedmont Council of Governments, said that we would hold a public hearing at the next meeting to seek citizens' input regarding a CDBG of 3 million dollars for the Berrytown Community. Ms. Long shared that the project would provide 6-inch waterlines and fire hydrants to approximately 81 households. Ms. Long noted that we did not receive the funds last time, but the State has encouraged us to resubmit the grant application. Ms. Long said the request is for 3 million dollars with no local commitment, and we should know by early fall if the project is funded.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**AUTHORIZING RESOLUTION TO SUBMIT AN APPLICATION FOR CDBG FUNDING FOR BERRYTOWN WATER PROJECT** Sherry Long, Assistant Executive Director of the Western Piedmont Council of Governments, said that this resolution would need to be approved after the public hearing is closed should the board choose to authorize the grant submission.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**FOOTHILLS BROADBAND INSTALLATION UPDATE** Zachery Chiz, COO of Foothills Broadband, presented the Council with the company's history, the current build plan, and progress made so far and identified ways that problems have been fixed.

## Valdese Update – March 2024

Fiber for the people, by the people!

Zachary Chiz - COO



# Foothills Broadband

Foothills Broadband - Confidential

## Meeting Itinerary

- Our Story and Team
- Current Build Plan – Valdese and Beyond
- Current Progress – Through Q1, 2024
  - Infrastructure Update
  - How Foothills Supports the Town

**Buy Local, Stay Local, Family!**

Foothills Broadband - Confidential

## Why Did We Choose Valdese?

**Zachary and Jodi Chiz** grew up in Drexel, NC. Jodi's parents now reside in Valdese, NC up on Flat Gap Mountain. For the last several years, the unavailability of internet access on the mountain has proven to be a challenge that only continues to be more evident. Jodi's parents don't have internet access or cell phone service where they live.

In 2021, both of her parents got COVID and were very sick. With no way to check-in on them, the last resort was driving almost 2 hours to physically lay eyes on them to make sure they were okay. Add to that, Zachary and Jodi have two small children who LOVE Nana and Papaw. Being that they have never lived in the same town, Facetime and being able to have that relationship and connection with them over long-distance has been essential to everyone's well-being. It may seem silly to some, but until you live in a place in today's world where you can't just answer the phone when it rings, or connect to Wi-Fi so that you can be in touch with the world around you, you realize how disconnected and isolated that can feel.

Zachary and Jodi chose Valdese to be able to connect their family to the world. To provide the opportunity for young kids to Facetime their grandparents. To provide access to make sure people can call for help if they need it. It's bigger than just surfing the world wide web. It's reconnecting people to people, and providing basic levels of access for safety, security, and support. They look forward to helping your family get and stay connected to their loved ones and the world around them!

## Our Story

Foothills Broadband - Confidential

## Buy Local, Hire Local!

- Small, but capable and dedicated!
  - 7 total employees, ramping to 15+ in 2024
- 45 years+ of industry knowledge
  - Construction, Engineering, and Manufacturing
- Contract Labor is local as well!
  - Local to North Carolina

## Our Team

Foothills Broadband - Confidential



# Foothills Broadband

## Current Build Plan – Valdese & Beyond

## Utilizing Gold Standard Technology

- Truly 100% Fiber To The Home design
- Passive Fiber Network bringing Reliability and Future Proof Investments!
- Utilizing XGS-PON Technology
  - 1-box Home Solution Capable of 10gbps+!
- Best in Industry Manufacturers
  - Nokia Optics
  - Juniper Routing & Switching Core
  - Corning Fiber

# Fair pricing that won't increase!

## Foothills Pricing Plans for Homes and Businesses

\*Terms and Conditions Apply

<p><b>Home</b></p> <p><b>\$65</b></p> <p>PER MONTH</p> <p>100Mbps</p>	<p><b>Home +</b></p> <p><b>\$95</b></p> <p>PER MONTH</p> <p>1Gbps</p>	<p><b>Home Pro</b></p> <p><b>\$115</b></p> <p>PER MONTH</p> <p>2Gbps</p>	<p><b>Business</b></p> <p><b>\$95</b></p> <p>PER MONTH</p> <p>500Mbps</p>	<p><b>Business +</b></p> <p><b>\$145</b></p> <p>PER MONTH</p> <p>1Gbps</p>	<p><b>Business Pro</b></p> <p><b>Custom Quote</b></p> <p>2Gbps</p>
<p><b>Home</b></p> <p>Perfect for customers with basic service needs</p> <ul style="list-style-type: none"> <li>- Basic web browsing</li> <li>- Fewer than 10 devices</li> <li>- Occasional streaming</li> </ul>	<p><b>Home +</b></p> <p>Perfect for working remotely or for school</p> <ul style="list-style-type: none"> <li>- 10x to 50x faster than cable</li> <li>- Up to 200 devices</li> <li>- Experience HD video &amp; audio like never before.</li> </ul>	<p><b>Home Pro</b></p> <p>Perfect for gamers and home businesses</p> <ul style="list-style-type: none"> <li>- Supercharge your internet!</li> <li>- Heavy streaming, gaming, and browsing</li> <li>- Multiple users during peak hours</li> </ul>	<p><b>Business</b></p> <p>Perfect for small businesses!</p> <ul style="list-style-type: none"> <li>- Cut the cord for cable!</li> <li>- Most affordable fiber internet option</li> <li>- Support your customers like never before</li> </ul>	<p><b>Business +</b></p> <p>Supercharge your business!</p> <ul style="list-style-type: none"> <li>- Built for large file transfers</li> <li>- Ideal for frequent backups</li> </ul>	<p><b>Business Pro</b></p> <p>Let us provide the perfect internet package.</p> <ul style="list-style-type: none"> <li>- Full customizable package</li> <li>- Upgrade your credit card processing</li> </ul>

# Current Build Area – Q4, 2024 Completion



## Current Progress

- ~1,800 Home Passings to date
  - ~4,000 by end of April
- ~130,000ft or ~24miles of pipe built
- Downtown testing complete! Ready for installs!



## Supporting the Town

- Restoring the Ground
  - We always restore the ground if we disturb it
  - If residence are not satisfied, we address same day
- When issues arise, we are always on site
  - Above and beyond with repairs
  - When at fault, Foothills pays 100% of the bill
  - Working side by side with town employees
- What we're doing to help
  - Call before we dig on all roads (NC 811)
  - Permitting through NC DOT on DOT Roads
  - Purchase of Ground Penetrating Radar Technology

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Foothills Broadband - Confidential



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Foothills Broadband - Confidential



## Closing Comments

- We are a local company
  - Local people
  - Local knowledge
  - Love for Valdese!
- Building a network that is future proofed
  - Fiber To The Home
- Community Focused!

Councilman Harvey asked why the Public Works Department has to follow up and repair the broken waterlines rather than a subcontractor. Mr. Chiz said that when there is a service line in the yard to the house, Foothills Broadband can prepare those, but when it comes to the Town's infrastructure, Public Works is the best to repair it because it is completed to the correct standard. Mr. Chiz also said a subcontractor would not get here as fast to repair. Councilman Harvey is concerned about the additional workload that Public Works is doing. Councilman Harvey asked when the repaving would be completed. Mr. Chiz shared that when you disturb the ground, you must let it settle before the patches are repaved. Mr. Chiz will use a local company to complete the paving.

**RESULT: ITEM WAS REMOVED FROM THE APRIL 1, 2024, AT 6:00 P.M.**

**CONSIDERATION OF REQUEST FOR QUALIFICATIONS (RFQ) FOR HOYLE CREEK** Parks & Recreation Director David Andersen reminded the Council that the Town accepted 2.2 million dollars in grant funds from the State of North Carolina earlier in the year to restore Hoyle Creek along Lake Rhodhiss Drive. Mr. Andersen said the RFQ is to get the project started.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

### **REPORTS FROM COMMITTEES**

- i. **Recommendation from the Parks & Recreation Commission** – Scott Compton, Parks & Recreation Commission chairman, shared that the Commission has been visiting different pool house facilities and called a special meeting of the Parks & Rec Commission on March 11, 2024, and out of that, has a recommendation for the Council to make a motion for the Commission to proceed with seeking the ADA Parks grant. Mr. Compton shared that the Commission also has a recommendation for the pool structure, a fixed aluminum framed structure with removable sides, and will ask the Council to proceed with an RFQ for an architect.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

- ii. **Efficiency Task Force** – Eddie Perrou, Chairman reviewed the past two meetings:

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Date: March 11, 2024  
Time: 11:30am  
Place: Valdese Town Hall Community room

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**IN ATTENDANCE**

Eddie Perrou, Rick McClurd, Steve Perry, Gary Ogle (Member absent: Tim Page)

**APPROVAL OF MINUTES**

This was an organization meeting of this committee. No prior minutes to approve.

**INTRODUCTION OF MEMBERS/CHAIR APPOINTMENT**

All members were introduced by Councilman, Gary Ogle, organizer of the committee. Eddie Perrou was asked and agreed to serve as the Chairperson.

**GOALS AND OBJECTIVES OF TASK FORCE**

Preliminary discussion was held regarding the establishment of the committees' goals and objectives. It was agreed that specific goals would be set after the budget is determined and the committee has the opportunity to review it.

**NEXT MEETING**

The meeting was adjourned and the next meeting will be held March 21, 2024 at 11:30am in the Valdese Town Hall Community room.

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Date: March 21, 2024  
Time: 11:30am  
Place: Valdese Town Hall Community Room

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**IN ATTENDANCE**

Eddie Perrou, Rick McClurd, Steve Perry, Tim Page, Gary Ogle

**INTRODUCTION OF BO WEICHEL**

Bo Weichel, Asst. Town Manager and Finance Officer, was introduced to the group. He spoke about the general fund and water, sewer, and utilities funds. He explained what is paid out of each fund. Members of the committee asked questions regarding the tax rate set by the Council (41.5%) and how it will work in the '24-25 budget. No specific plans were given.

At the next meeting, Mr. Weichel will provide the committee with hard copies of the '23-24 budget to study and analyze.

**NEXT MEETING**

The meeting was adjourned, and the next meeting will be held April 4, 2024, at 11:30am at Valdese Town Hall (room to be determined).

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Mr. Perrou does not anticipate reporting anything during the next two Council meetings because it will take a lot of thought to develop specific goals for the Town, and he said all the members want the best for the Town.

**RESULT: ITEM WAS REMOVED FROM THE APRIL 1, 2024, AT 6:00 P.M.**

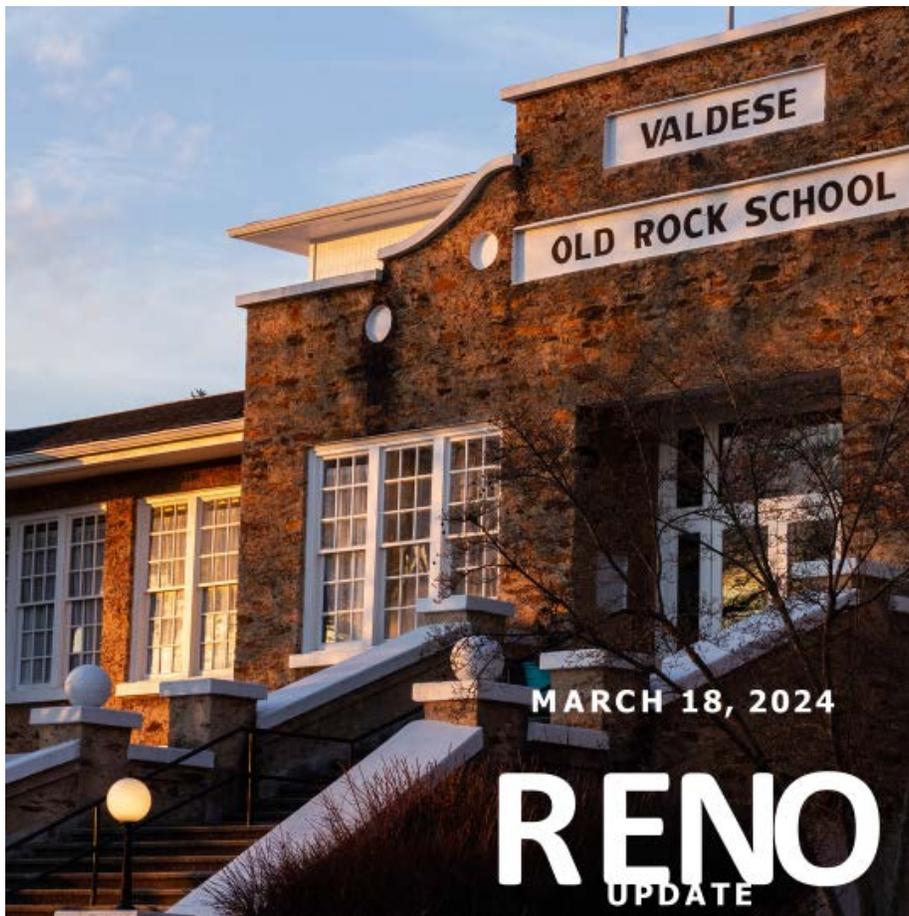
- iii. **Drug and Homeless Advisory Task Force** – Councilwoman Ward shared that the Homeless & Drug Task Force will meet for the first time tomorrow evening at 7:00 p.m. at the First Baptist Church in Valdese.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

- iv. **Facilities Review Committee** – Councilman Harvey shared that the Facilities Review Committee has met twice and is in the process of reviewing the eight proposals received in response to the RFQ the staff sent out for the Public Safety Building. Councilman Harvey said that the committee is interviewing three of the firms this week, with possible repeat interviews, and hopes to recommend a firm at the April 15th Budget Retreat and invite them to submit a contract that can be approved at the May 6th, 2024 Council meeting.

**RESULT: ITEM WAS REMOVED FROM THE APRIL 1, 2024, AT 6:00 P.M.**

**OLD ROCK SCHOOL RENOVATION PROJECT UPDATE** Community Affairs Director gave an update on the status of the ORS renovations:





MARCH 18, 2024

# AUDITORIUM UPDATE



MARCH 18, 2024

# BATHROOM EXPANSION UPDATE



MARCH 18, 2024

# BOX OFFICE

UPDATE



MARCH 18, 2024

# FRONT LOBBY

UPDATE



MARCH 18, 2024

# TRAINING ROOMS

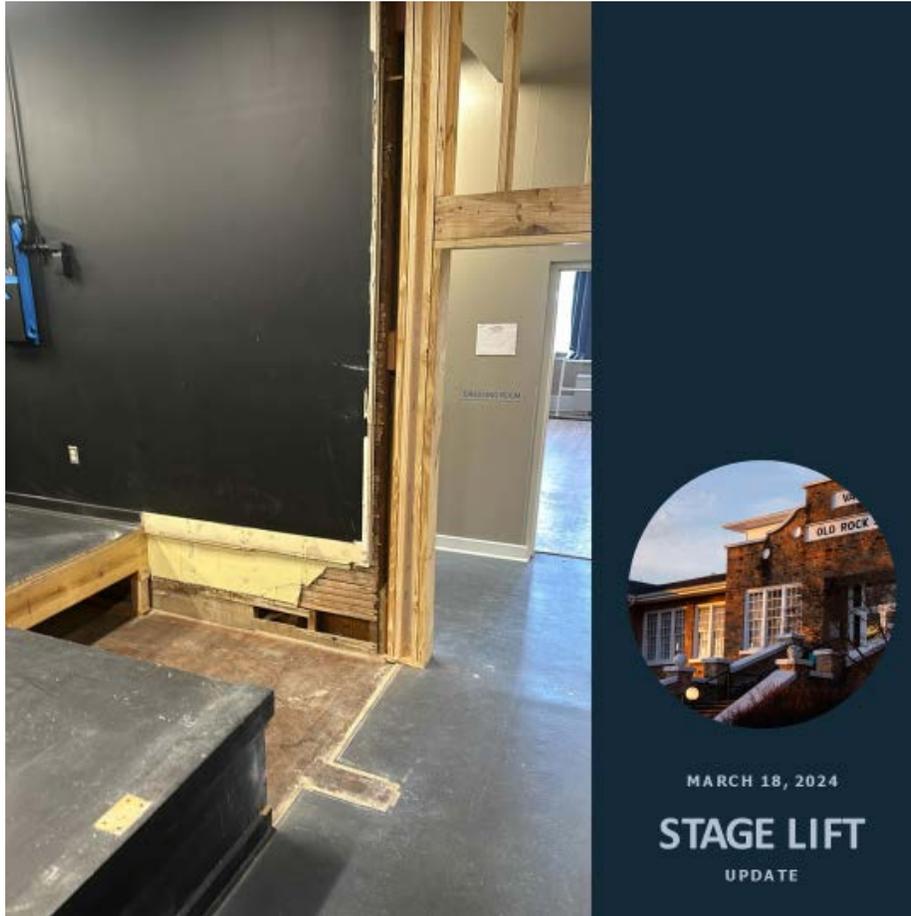
UPDATE



MARCH 18, 2024

# STAGE LIFT

UPDATE



MARCH 18, 2024

# STAGE LIFT

UPDATE



Thank you to the wonderful donors for supporting this renovation!

**DIAMOND SPONSORS:**

**BROWN FAMILY CHARITABLE FUND P**

**LATINUM:**

**KELLEX SEATING**

**GOLD:**

**KEVIN & TINA FARRIS  
UNC HEALTH BLUE RIDGE**

**SILVER:**

**REXANNA LOWMAN  
CHRISTINA NAYLOR  
MARK BUFF**

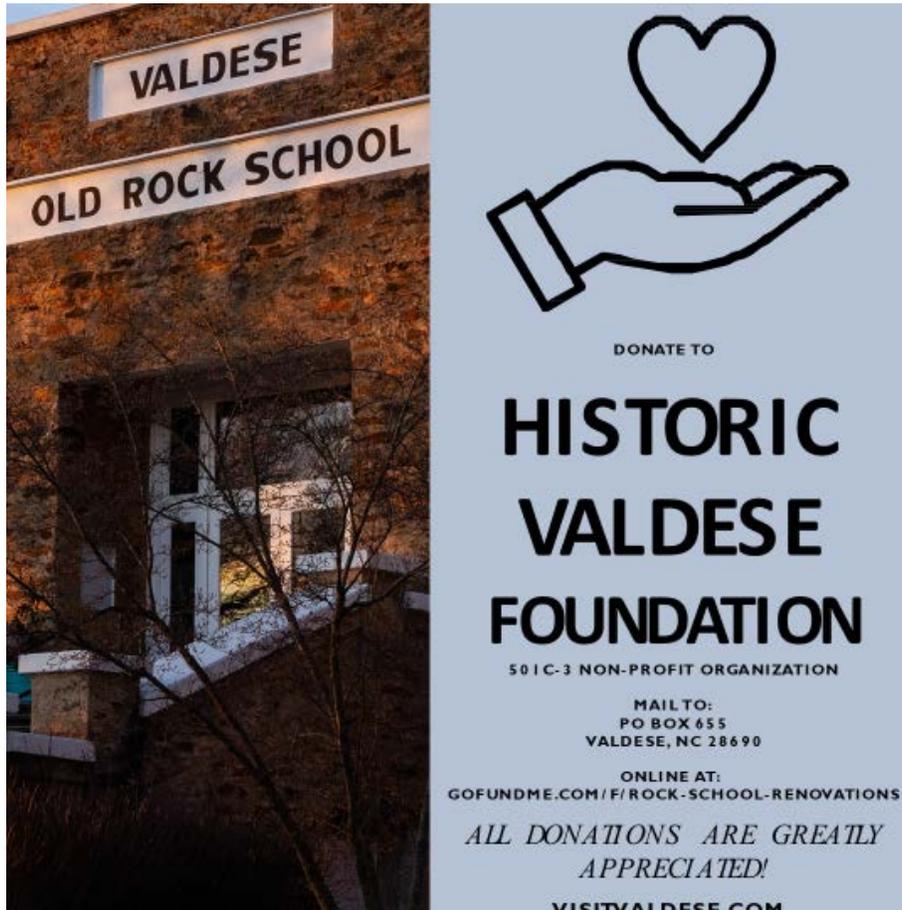
**BRONZE:**

**NANCY & GENE TUCKER  
SUSAN SHERLOCK  
MERIDIAN SPECIALTY YARN GROUP**

**IVORY:**

**ROSE & WILL MUELLER  
DAN & SARAH HOYLE  
EMMA DRAUGHN  
BRIAN THOMPSON  
WILLIAM PHILLIPS, JR.  
ELSIE WHISENANT  
DAVID FLETCHER M  
ILDRED FLETCHER  
RENEE & MICHAEL LA CORTE  
KATIE & SCOTT STILLWELL  
SPENCE & JAYNE BORDEN  
PHILIP BRENDEL  
GRETCHEN COSTNER**

Make your donation today at [visitvaldese.com](http://visitvaldese.com)



## Old Rock School Renovation - *Potential Phase Two?*

New monies to apply for:

### Rural Downtown Economic Development Grants

\$12,500 per job created or retained (330 within 1 block of ORS)

5% match (Town of Valdese funds)

Deadline April 1st with panel review April 18th - decisions shortly after

### Requirements:

Project items must have been included in the original grant application with RTFG (May 2022)

- ADA & NC Fire Code Improvements
- Efficiency
- Safety

### Application will focus on:

- New HVAC (fan coil units) = Efficiency
- New Fire Doors & hardware = NC Fire Code
- Flooring (removing trip hazards) = ADA

### Goals:

To keep same timeframe for construction & further current project impacts

**TOTAL GRANT REQUEST**  
**= \$480,000**

PHASE TWO

**RENO**  
OLD ROCK SCHOOL

Councilman Mears asked if this new grant was completely separate from the first grant, and Ms. Angi said yes. Ms. Angi said the second grant they put in place for gap funding and the Rural Downtown Economic Development asked the Town to apply for it and thought it would be a good fit. Councilman Harvey asked if residents wished to donate to the Town by check, and they would receive a letter from the Town stating their contribution. Councilman Harvey also wondered if they would be recognized with similar levels of recognition. Ms. Angi said there would not be a problem with that; she would need to work with Bo to make sure she knows who donated. Ms. Angi said they would still need to fill out the same form.

**RESULT: ITEM WAS REMOVED FROM THE APRIL 1, 2024, AT 6:00 P.M.**

**FY 2024-2025 PAVING PRIORITIES** Public Works Director Allen Hudson shared that traditionally, the Paving Committee meets once a set number is budgeted for the next FY street paving. Mr. Hudson has streets identified from the paving assessment that was completed in 2022. Mr. Hudson shared that ten streets were approved and completed for \$444,225 last year. Mr. Hudson said we needed to wait until the budget was adopted to see how much money we had to use for street paving. Councilwoman Lowman asked how much we get in Powell Bill funds. Assistant Town Manager/CFO Bo Weichel said we get \$125,000. Councilman Harvey asked Mr. Hudson to look into DOT working with the Town to provide engineering and paving services as they did for Pilot Mountain.

**RESULT: ITEM WAS REMOVED FROM THE APRIL 1, 2024, AT 6:00 P.M.**

**TAX COLLECTION UPDATE** Assistant Town Manager/CFO Bo Weichel shared an update on the current tax collection and compared it to the prior two years. Mr. Weichel noted that the 2023-24 numbers are slightly scud due to the reval year.

Tax Collection Update	
Tax Year	Collected
2023-24 (July - February)	2,643,251
2022-23 (July - February)	2,070,436
2021-22 (July - February)	2,000,679

Tax Collection 2023-24 Budget Summary		
Budget Amount	Amount Expected to Collect	Over (Under) Budget
<i>per Burke County Estimated Values</i>	<i>Actual Billed Values</i>	
2,440,668	2,659,207	<del>218,539</del>

2023-2024 Budget Allocation GENERAL FUND REVENUES		
FUND BALANCE APPROPRIATED	10-3990-000	<del>238,279</del>

20k

Councilman Harvey discussed the \$400,000 monies the Town has set aside for the Public Safety building/debt service. He asked if the Council could re-allocate that money for different uses. Mr. Weichel said that was correct.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**CONSIDERATION OF APPROVING RESOLUTION AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY – 104 ROLLER ST. SW** Assistant Town Manager/CFO Bo Weichel shared that the Town has received an offer from Barktopia Stay & Play Pet Resort & Daycamp, LLC, for \$35,000 for the property.

## 2.09 Acre Tract at 104 Roller Street SW



Councilman Harvey asked how that Town came into possession of the property. Mayor Watts believes the Town got it back in the 80s when the structure on it burnt. Councilman Harvey saw that someone bought it in 2012 for \$300,000, and then the Town took it over in 2013 for \$0 and was curious about the history. Councilman Harvey feels that the Facilities Review Committee needs to consider all the options for a Public Safety Building before the Town disposes of any parcels and does not feel it is a good offer or timing.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**APPROVAL OF BUDGET AMENDMENTS** Assistant Town Manager/CFO Bo Weichel shared two Budget Amendments:

i. To transfer \$6,500.00 from the General Fund Balance to cover Recreation concession sales Parks and Recreation primary concession stand is closing in on the revenue target for the current budget year. This means we will also expend more than planned for concession supplies. The sales revenue is a direct correlation to the amount of items sold. This amendment increases the sales revenue and expense line for more supplies.

ii. To transfer \$30,000.00 from the General Fund Balance to cover the salary for Town Attorney fees Attorney fees included in the budget are based on historical need of services billed on an hourly basis. The last few months have had triple the amount of use and associated fees. This results in shortage of funds to pay the Attorney for the final three months of this fiscal year.

Councilman Mears asked the Council why we have the additional increases in attorney fees. Town Attorney Tim Swanson said the hourly rate is the same; it is just more hours due to requested tasks. Mr. Swanson has been more involved in projects, public records, email requests, and meetings. Councilwoman Ward feels that we should look into fees for public records requests. Councilwoman Lowman does not think charging fees is what we should do; the citizens have a right to our emails. Mayor Watts cautions the Council to tread lightly with the First Amendment Rights for our citizens and the open meetings law.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON APRIL 1, 2024, AT 6:00 P.M.**

**INTERIM MANAGER'S REPORT:**

Annual Budget Retreat is scheduled for April 15 & 16, 2024, 9:00 a.m. – 5:00 p.m. at the Council Chambers, Valdese Town Hall

Council Meeting – Council Budget Review, scheduled Monday, April 22, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

OCP Production: Jimmy Buffett's Escape to Margaritaville, Show Dates April 25, 26 & 27 and May 2, 3 & 4, 2024, 7:30 p.m.; visit [www.oldcolonyplayers.com](http://www.oldcolonyplayers.com) for more information and to purchase tickets.

Next Agenda Review Council meeting is scheduled for Monday, April 29, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

Next Regular Council meeting scheduled for Monday, May 6, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

**ADJOURNMENT:** At 7:34 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

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Town Clerk

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Mayor

jl

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
APRIL 1, 2024**

The Town of Valdese Town Council met on Monday, April 1, 2024, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Fill in Town Attorney Terry Taylor, Town Clerk Jessica Lail, and various Department Heads.

Absent: Town Attorney Tim Swanson

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

**MICROPHONE – GEORGE HENNE, JR., 145 MAIN ST W APT. 4, VALDESE:** Mr. Henne provided a copy of his public comments to the Clerk:

**My name is George F. Henne Jr. and I live at 145 Main Street West, Apartment 4, here in Valdese.**

**I have a suggestion for our town council meetings that I hope would not be very expensive, but might be appreciated by some. I made this suggestion after the last town council meeting to one of my former students and he seemed positive about the suggestion.**

**I think it is great if the town council meetings are being live streamed, and having four large monitors to view presentations and let speakers know how much time they have left, is impressive. But I like to attend these meetings in person if I can, and usually I sit in the back.**

**The only problem I have, however, is that when we have a soft-spoken speaker here at the microphone, or if they stand too far away from the microphone, I can't hear what they have to say. And I want to hear what anyone has to say.**

**With all the technological ability we have in today's day and age, I was hoping that something could be economically done to install a couple small speakers to our system so that everyone's words might be projected out loud and clear into the audience.**

**I think that would be beneficial for many people, not just an old person like me. Thank you.**

---

**TAX RATE – KAREN CLARK – CAURSO, 805 MICOL AVE., VALDESE:** Ms. Clark-Carusio provided a copy of her public comments to the Clerk:

I'm going to tell you something you probably don't hear too often. My husband and I have been telling people for years that we don't mind paying our Town of Valdese property taxes.

There's a good reason for that. We feel like we get great value for the services we receive that our tax dollars fund. Because of this, I have concerns about the 41.5 cents tax rate the majority of council pledged when campaigning for the seats you won. At the time we were told this rate was revenue neutral and that there would be no cuts to any services or jobs. Ten cents seems like a pretty drastic cut to me.

I am also concerned about going from a promise of no services cuts to no essential services cuts. If during your budget retreat you find cuts are necessary, I urge you to uphold part of your campaign promise – a revenue neutral tax rate – even if it means a rate that is higher than 41.5 cents. Please consider whatever the revenue neutral rate has to be with no cuts to services or jobs. Maybe that rate will be 45 cents, maybe 48.5 cents, maybe it will be 43 cents. You will still have cut the tax rate while maintaining services and jobs. My hope is that a year from now, we will still be feeling good about paying our Valdese property taxes. Thank you

**THANKFULNESS – BROOKE HEAVNER, 207 FOREST DR, VALDESE:** Mr. Heavner provided a copy of his public comments to the Clerk:

Thank you from Brooke

With the newly elected Town Council starting their 5 Month, I would like to share some words positivity and gratitude instead of negativities that have seemingly been constant at these meetings. After watching the past few town council meetings and reading numerous articles of "The Paper", I came to realize that some folks looking from afar must think things are awful in our great little town. However, I wanted to take the opportunity to share a few of the accomplishments in this short period of time and praise our town council for what they have achieved and are working towards. I, as well as many others, are extremely happy with the results thus far.

1. Implementation of livestream monthly meetings.
2. Old Rock School Repairs and Maintenance issues.
  - a. Agreed upon designs and funding- ready to start and finish this project hopefully by Festival.
3. Pool Bubble
  - a. Agreed to finance and fix this project hopefully by swim season in the fall.
4. Reduced taxes back to revenue neutral VS the 2022 Year.
5. Appointed interim town manager to help work through the budget year as well as hire a new police chief. (Congratulations Chief Sharpe)
6. Developed the Facilities Review Committee to work on getting our Public Safety Departments into a safe working environment, ASAP. Notes from this committee.
  - a. Received and Reviewed 8 new proposals and interviewed 3 of these firms for potential hire. Looking to hear more on this tonight.
7. Developed Efficiencies Task force.
  - a. This committee has agreed to set specific goals after the current budget is adopted to meet the town's needs for the coming year.
8. Drug and Homeless task force. (First meeting notes)
  - a. Working with law enforcement and to create more community watch groups.
  - b. Working to pull local Church groups together to help law enforcement with emergency resources for homelessness.

I want to say a huge THANK YOU all for accomplishing these tasks and more to come. SO, with that I am going to leave everyone with a few words that I hung in my High School locker and that I have kept close ever since, courtesy of Theodore Roosevelt.

*It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat."*

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**TRANSPARANCY – KATIE STILLWELL, 3187 MONTANYA VIEW DR., VALDESE:** Ms. Stillwell provided a copy of her public comments to the Clerk:

My name is Katie Gravel Stilwell, and I live at 3187 Montanya View Drive in Valdese. I grew up in this town. My dad, Jack Gravel, was a long time youth baseball coach in Valdese. My mom, Renee Gravel, worked for many years at the Valdese Recreation Center. My family considers Valdese a special place to call home.

I would like to speak about the issue of transparency. According to the dictionary, transparency is “a situation in which business and financial activities are done in an open way without secrets, so that people can trust that they are fair and honest.”

Transparency was a key buzz word throughout WHO’s campaign strategy. Accusations were made that the former town council was NOT always transparent - meaning that they were not open, fair, and honest. Many promises were made regarding WHO’s honest and open intentions. However, in just the few months since he has taken office, Councilman Harvey has been outed as being the opposite of transparent. He has sent emails from private accounts thinking they would not be a part of the public domain. He has hand delivered messages to the town hall thinking these messages would also remain private. And most recently, he has attempted to prevent the usual budget retreat for the entire council so that everyone’s input can be considered. Instead, he wanted to meet one on one with the town manager and each council member regarding the budget. Would this be legal? Yes, but once again, it seems suspicious and not having the appearance of transparency. Also, regarding the budget, Mr. Harvey has promised a tax cut and has also vowed not to cut services but has been evasive regarding what defines “essential services.”

Please do better, Mr. Harvey. The citizens of Valdese need and deserve your integrity and respect. They need transparency.

---

**INFO – RICK MCCLURD – 408 GARROU AVE SE, VALDESE:** Mr. McClurd noted that revenue neutral is around 41.5, and if everyone knocked on all the doors he knocked on during the election, you would see that many people cannot afford anything above 41.5. Mr. McClurd shared that anyone can give the Town a big check if they want to pay more in taxes. Mr. McClurd said that transparency works on both sides, and he is proud of the WHO group's work during the campaign. Mr. McClurd said we had a big vote turnout because they knocked on doors and got people interested. Mr. McClurd hopes we can do something to help the people in need.

**SMALL BUSINESS WANTING TO EXPAND – MARKIE JAMES, 132 MAIN ST E, VALDESE:** Ms. James owns Bark Side Pet Grooming and wants to expand her business in Town by taking on a partner, Brittany Buchanan, to open a boarding daycare, training, and grooming facility. She shared that they would like to host AKC sporting events, bringing in a lot of tourism. Ms. James noted they are trying to procure land and asked for the Council’s support.

**BUDGET – JEAM-MARIE COLE, 705 BERTIS ST, VALDESE:** Ms. Cole noticed that there is a budget retreat and was curious if there was a time they would give the public a review. Ms. Cole would like some feedback on the budget retreat. Ms. Cole said that she would be willing to take a little less than the 41.5 cent tax rate rather than giving up services. Ms. Cole owns two properties in Valdese and would like it to come down. Ms. Cole believes the Public Safety Building is necessary and thinks we should build a new one but cut it down from the big plan.

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

**APPROVED AGENDA REVIEW MEETING MINUTES OF FEBRUARY 26, 2024**

**APPROVED CLOSED SESSION MINUTES OF FEBRUARY 26, 2024**

**APPROVED REGULAR MEETING MINUTES OF MARCH 4, 2024**

**APPROVED CITIZENS BUDGET PRIORITIES MINUTES OF MARCH 18, 2024**

**APPROVED VALDESE ABC BOARD TRAVEL POLICY** Valdese ABC Board Travel Policy for FY 24-25.



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

## TRAVEL POLICY

Proposed Date: March 19, 2024  
Effective Date: July 1, 2024

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

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

1. Reimbursement of travel expenses-

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

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

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

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

2. Board credit cards may be used to reserve lodging. Travel related cost however, should not be charged to the credit cards. All travel expenses will be covered through travel advances and / or reimbursements.
3. It is the responsibility of the General Manager to determine which meal allowances are eligible for reimbursement to employees for partial day travel. Reimbursement will be for reasonable and actual cost (receipt required).
4. All requests for travel expense reimbursement (i.e. meals, lodging, mileage, etc.) must be accompanied by a travel expense report.

5. Other issues-

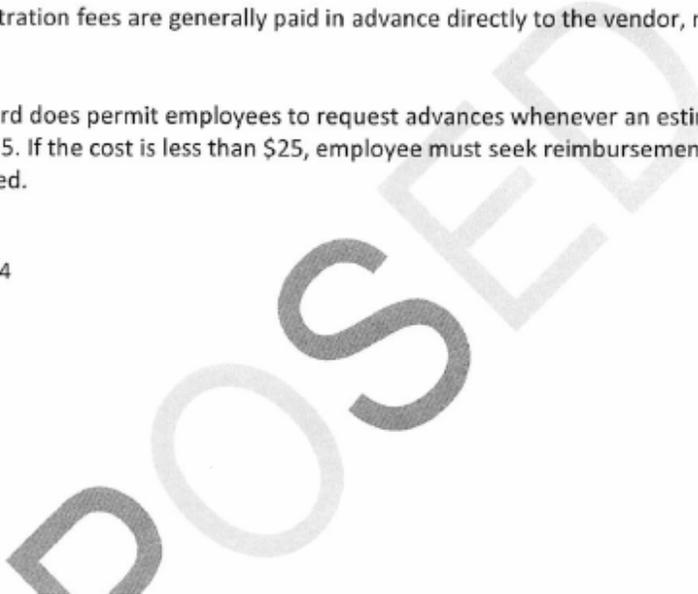
- Transportation: As a general rule, it is the Board's policy that an employee is authorized to use a private vehicle and be reimbursed at the current standard mileage rate. The current standard rate shall be the same as paid by the Town of Valdese following the IRS rate.
- Registration: Registration fees are generally paid in advance directly to the vendor, not from travel advance.
- Advances: The Board does permit employees to request advances whenever an estimated trip cost exceed \$25. If the cost is less than \$25, employee must seek reimbursement when the trip is completed.

Adopted this the 19th day of March, 2024

\_\_\_\_\_  
Chairman

Attest:

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



**APPROVED REQUEST FROM WALDENSIAN STYLE WINES TO SELL ALCOHOL** Waldensian Style Wines has been authorized to sell wine at the Craft Market event on April 27, 2024, from 9:00 a.m. to 4:00 p.m., Independence Day Celebration on June 28, 2024, from 5:00 p.m. until 11:00 p.m., and the 49th Annual Waldensian Festival events on August 9, 2024, from 5:00 p.m. – 11:00 p.m. & April 10, 2024, from 9:00 a.m. to 5:00 p.m.

**APPROVED REQUEST FROM AMERICAN LEGION LADIES AUXILIARY TO SELL ALCOHOL** The Ladies Auxiliary has been authorized to sell beer at the Independence Day Celebration on June 28, 2024, from 5:00 p.m. until 11:00 p.m.

**APPROVED REQUEST FROM BURKE SUNRISE ROTARY CLUB TO SELL ALCOHOL** The Burke Sunrise Rotary has been authorized to sell beer at the 2024 Waldensian Festival events on August 9, 2024, from 5:00 p.m. until 11:00 p.m. and April 10, 2024, from 12:00 p.m. until 5:00 p.m.

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**INTRODUCTION OF NEW EMPLOYEES** Interim Town Manager Bryan Steen introduced Marc Sharpe, the new Police Chief. Parks & Recreation Director David Andersen introduced Chipper McGinnis, the new Athletic Supervisor.

**PUBLIC HEARING FOR CDBG WATER PROJECT** The Town Council for the Town of Valdese held a public hearing, for providing explanation and description of the FY 2023-2024 North Carolina Department of Environmental Quality (DEQ) Community Development Block – Infrastructure Grant (CDBG-I).

Sherry Long, Assistant Executive Director of Western Piedmont Council of Governments was present to discuss the purpose of the public hearing for the Town of Valdese's CDBG-I funding application. Ms. Long stated that the purpose of the public hearing was to obtain citizens' views and to respond to funding proposals and answer any questions posed by citizens. Ms. Long also stated that the public hearing must cover the Town's community development needs, development of the proposed activities, and a review of program compliance before the submission of the Town's CDBG-I funding application to the state of the North Carolina.

The Town proposes requesting funding from NCDEQ'S CDBG-I program for the Berrytown Waterline Project. The proposed project will meet the following community and housing needs of the Town by replacing aging and undersized water lines, replacing water service lines, and installing fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive.

The purpose of the CDBG-I grant program is to improve the quality of life for low to moderate income people by providing a safe, clean environment and clean drinking water through water and sewer infrastructure improvements and extensions of service.

- To benefit a residential area where at least 51% of the beneficiaries are low to moderate income as defined by the United States Department of Housing and Urban Development.
- To perform eligible activities.
- To minimize displacement, and
- Provide displacement assistance as necessary.

For the fiscal year of 2023 the CDBG-I funding available is expected to be \$18 Million, and each the maximum available grant is \$3 million over a 3-year period. Applications for funding are received by April 30, 2024.

The CDBG program is able to fund a wide variety of community development activities. The State of North Carolina has chosen to fund several activities: water and sewer infrastructure, neighborhood revitalization, COVID-19 related projects, and economic development projects that lead to job creation or retention. The infrastructure program, or CDBG-I program can fund a range of water and sewer infrastructure and economic development activities, including, but not limited to the, following:

Water:

- Projects that resolve water loss in distribution systems.
- Projects that extend public water to areas with contaminated wells.
- Projects that extend water lines to areas with dry wells.
- Projects that assist with low water pressure in public water systems.
- Projects that regionalize two or more water systems.
- Project that rehabilitate or replace a water treatment plant.

Wastewater:

- Projects that resolve inflow and infiltration to collection systems and surcharges from pumps stations and manholes.

- Projects that extent public sewer to areas with failed septic tanks.
- Projects that rehabilitate a wastewater treatment plant to allow for greater efficiency/compliance with regulations.

The Town/City/County is seeking an amount in CDBG-I funds not to exceed \$3 Million for the Berrytown Waterline Project. The purpose of the Town's request is to replace approximately 8,215 LF of aging and undersized water lines, replace water service lines, and install fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. The project will assist with low water pressure in the service area.

The project proposed by the Town of Valdese was identified in the Town's 10-year Capital Improvement Plan, updated and adopted in September 2023. Informal community meetings were held in the project area to inform citizens of the potential project, and get feedback from the residents.

A total of 100% of the CDBG-I funding will be used to benefit Low to Moderate Income (LMI) people. The project area in the Town of Valdese has been determined to have an income survey area LMI rate of 70.262%. The project area includes all homes located along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive.

The range of activities covered by the CDBG-I funds for the Berrytown Waterline Project includes:

- Construction
- Environmental Review
- Engineering Design
- Construction Administration and observation.
- Legal activities
- Surveying
- Grant Administration

If Town of Valdese is awarded a CDBG-I grant, the town is required to adhere to federal procurement requirements and other federal regulations which include:

- American with Disabilities Act/Section 504 Survey
- Davis-Bacon & Related Labor Acts
- Adoption/Submittal of a Citizen's Participation Plan
- Adoption/Submittal of an Equal Opportunity Plan
- Adoption/Submittal of a Fair Housing Plan
- Adoption/Submittal of a Language Access Plan
- Adoption/Submittal of a Relocation Assistance Plan
- Adoption/Submittal of a Section 3 Plan
- Excess Force Provision

The State of North Carolina requires that the if the Town of Valdese receives CDBG grant funding that the town will certify that they will comply with the requirements of the general displacement and relocation policy for CDBG grant funding. This policy assists low to moderate income people with costs associated with relocation or displacement, should such relocation become necessary due to the project activities. CDBG funds can be used for those costs, if necessary. If no displacement and relocation will occur as a result of the proposed CDBG grant activity, then the Town of Valdese confirms that during this public hearing.

In the past, the Town has applied for and received for the following completed CDBG project:

**Meridian Yarns CDBG-ED Water Project** – installed a generator, valve, and associated appurtenances at Valdese Water Treatment Plant

**Valdese CDBG-NR Scattered Sites Housing Project** – rehabilitated 12 homes for low-moderate-income residents

The Town will submit its CDBG-I application for the Berrytown Waterline Project on April 30, 2024. The CDBG-I application will be available for review during normal business hours in the Planning Department at Town Hall at 102 Massel Avenue SW in Valdese. Additional information is available from [ljohnson@valdesenc.gov](mailto:ljohnson@valdesenc.gov) or 828-879-2124.

Should you have any complaints or grievances regarding the subject public hearing, they should be addressed to the addressee mentioned above within **fifteen (15)** business days or by April 22, 2024, and a written response to the written complaints and/or grievances will be sent by the Town/City/County within **fifteen (15)** business days, where practicable.

Motion was made by

\_\_\_\_\_  
(Members) to close the public hearing.

Motion was made by

\_\_\_\_\_  
(Members) to adjourn the meeting.

(Date)

\_\_\_\_\_  
Mayor/Board Member

\_\_\_\_\_  
Town/City/County Clerk

Mayor Watts opened the Public Hearing at 6:32 p.m.

Mayor Watts asked if anyone wished to speak. Hearing none, Mayor Watts closed the Public Hearing at 6:33 p.m.

Councilwoman Lowman made a motion to approve the CDBG Water project for the Berrytown community project as presented, seconded by Councilman Mears. The vote was unanimous.

**APPROVED AUTHORIZING RESOLUTION TO SUBMIT AN APPLICATION FOR CDBG FUNDING FOR BERRYTOWN WATER PROJECT** Sherry Long, Assistant Executive Director of Western Piedmont Council of Governments presented the following Resolution:

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units

of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD Small Cities (States) CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, The Town of Valdese has need for and intends to implement a construction project described as the replacement of aging and undersized water lines, replacement of water service lines, and installation of fire hydrants and other appurtenances along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive; and

WHEREAS, The Town of Valdese intends to request State grant assistance for the project,

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

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

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

That Bryan Steen, Interim Town Manager, and Allen Hudson, Public Works Director, the **Authorized Officials**, and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

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

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

Adopted this the 1<sup>st</sup> of April, 2024, at Valdese Town Hall, North Carolina.

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(Signature of Chief Executive Officer)

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(Title)

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting Town Clerk of the Town of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 1<sup>st</sup> day of April, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of April, 2024.

\_\_\_\_\_  
(Signature of Recording Officer)

\_\_\_\_\_  
(Title of Recording Officer)

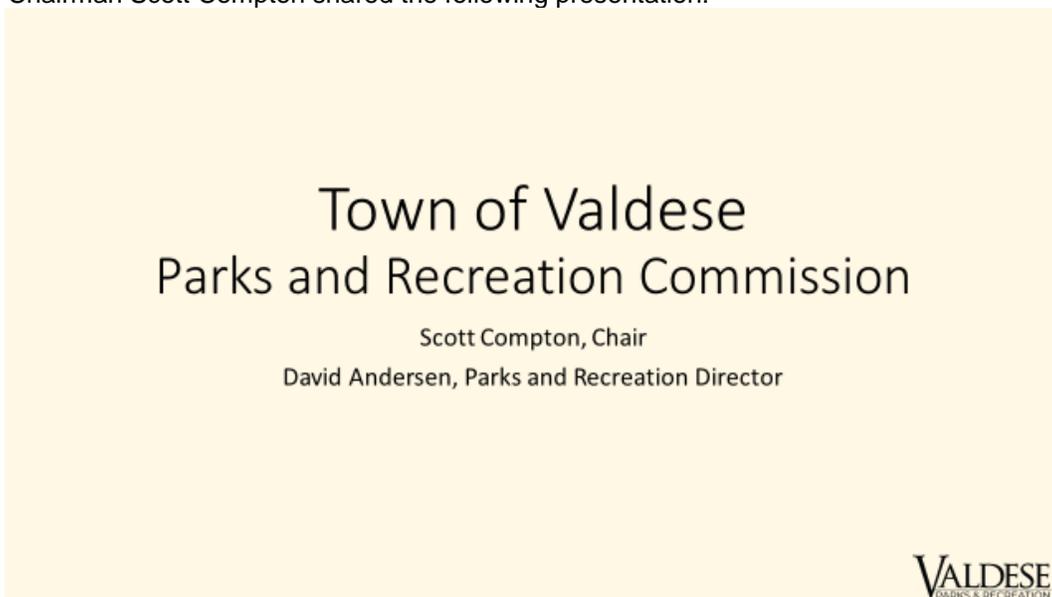
Councilman Mears made a motion to approve the Resolution to submit an application for CDBG funding for Berrytown Water project, seconded by Councilwoman Lowman. The vote was unanimous.

**APPROVED REQUEST FOR QUALIFICATIONS (RFQ) FOR HOYLE CREEK** Staff will submit an RFQ for the Hoyle Creek Restoration and Sidepath.

Councilwoman Lowman made a motion to authorize the Request for Qualifications for the Hoyle Creek project, seconded by Councilman Ogle. The vote was unanimous.

**REPORTS FROM COMMITTEES:**

- i. **Recommendation from the Parks & Recreation Commission** Parks & Recreation Commission Chairman Scott Compton shared the following presentation:



## Special Meeting March 11, 2024

- To prepare and provide requested recommendations for town council
- 4 of 6 voting members present
- Councilman Ogle and Director Andersen present as non-voting members
- Discussion of funding options
  - Grant funding, private donations, town funds
- Discussion of the different types of structures members had visited
  - Pros/Cons of each structure
  - How each structure might meet our specific needs?
  - Cost comparisons



## Recommendations from Special Meeting

The Parks and Recreation Commission has recommended that:

1. The town seek the Accessible Parks Grant to offset cost of the pool structure.
2. The town install a fixed aluminum frame structure with removable sides.



## Recommendation 1:

- The Town seek the Accessible Parks Grant to offset total cost
  - This grant will provide up to \$500,000 with a \$100,000 match from the town.\*
  - The grant will increase access to community center amenities.
    - A ramp will be constructed for tennis court from the existing pool deck.
    - A ramp will be constructed to the front of gym and a semi-automatic door to the lobby will be installed.
    - Remaining funds will be assigned to the cost of the pool structure, including design fees.
- The Local Governing Body (Town Council) must pass a motion supporting the project as a part of the application.
  - The application is being written and will be completed prior to the May 1, 2024 due date.

VALDESE  
PARKS & RECREATION

## Recommendation 2:

- The town should install a fixed aluminum frame structure with removable sides to meet the needs of year-round pool access.
  - Commissioners visited several of these structures in the Charlotte, Raleigh, and Greenville, South Carolina
  - The facility operators currently using these structures are very satisfied with the structural function and integrity of this design.
  - This design provides the versatility needed to meet the programming requests of our patrons, as well as providing opportunities for additional programming in the future.
  - The design will allow us to keep the pool open year around with features of removable sides and radiant heating.
    - The facility will allow us to continue to serve schools, Aquacise classes, provide swim lessons without interruptions, and meet the needs of competition programs such as Masters, Xcell Aquatics, and Special Olympics.
  - The facility operators will be able to remove the side panels during the summer months.
    - This will provide access to an increased deck space that meets patron requests for both shade and sunlight at the pool.
    - This will also reduce chemical costs, as it is easier to maintain a desired water temperature as less UV exposure will minimize chlorine loss.
    - We would also likely see fewer heat related illnesses in summer.

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PARKS & RECREATION

## Recommendation 2 - Continued:

- We believe this design will present minimal construction disruption to programming.
- The structure is engineered to meet and exceed the required wind and snow loads of 15lbs of snow and 115 mile per hour winds.
- The structure is made with architectural fabric over an aluminum frame with stainless steel hardware, which are materials ideal for an aquatic environment.
  - The side panels come with a 7 year warranty, but evidence shows they have a much longer lifespan of 10-15 years.
  - The roof membrane comes with a 15 year warranty, and an estimated 20-25 year lifespan, which is on par with other commercial roof system warranties.
- As of March 26, 2024, the manufacturer is estimating a cost of \$559,020 (\$42/sq.ft. at 13,310 sq.ft.).
  - This structure remains an economically feasible option.
  - This cost does not include site preparation work or required design services such as foundation work, electrical and natural gas
  - There is currently no estimate on site preparation costs yet as design services are required to finalize construction costs.
  - The RFQ responses for this design service were due Thursday, March 28. We received several responses and will begin reviewing and interviewing in April.

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PARKS & RECREATION

## Fixed Aluminum Structure Examples

Images from structure approx. 10 years in age owned and operated by Marlins of Raleigh Swim Team at Silverton.



Interior Ceiling



Exterior Day Time



Exterior Night Time

VALDESE  
PARKS & RECREATION

## Fixed Aluminum Structure Examples

Images from a pool structure approx. 10 years in age:  
Mecklenburg Swim Association (one of two such structures they own)



Clear Panels from Interior



Exterior Roof Panels



Interior



Exterior Aluminum Footing



Exterior View

VALDESE  
PARKS & RECREATION

## Fixed Aluminum Structure Examples

Images from three pool structures approx. 10 years in age: Raleigh Swim Association



Recently Replaced  
Clear "Café" Panel



Deep/Diving Pool at RSA



Radiant Heaters Above Deck

VALDESE  
PARKS & RECREATION

Councilman Ogle made a motion to support the Parks and Recreation grant application, seconded by Councilwoman Lowman. The vote was unanimous.

- ii. **Drug and Homeless Task Force** Councilwoman Ward shared that the task force met on March 26, 2024, and the committee would like to recommend amending the current resolution to allow a minimum of five members to bring more expertise to the committee. Councilwoman Ward said that would be on the agenda in May. Councilwoman Ward shared that the committee is considering creating more community watch groups. Pastor Josh Lail will work with local churches to help with different needs in the community and apprise the Police Department. Councilwoman Ward said they have spoken to the WPCOG and will set up a public meeting with them.

**TAX COLLECTION UPDATE** Assistant Town Manager/CFO Bo Weichel updated Council that through the month of February the County has collected 2.64 million in taxes.

Councilman Harvey made a motion that the \$407,000 being set aside each year for the Public Safety Building account and related debt, instead be allocated to street repaving in Fiscal Year 2024-25.

Attorney Terry Taylor said that the budget resolution would need to come before this and be properly prepared. Attorney Taylor said that staff could take the suggestion and add it in the budget if funds are available at the Public Hearing.

Councilman Harvey stated, "Given the condition of so many miles of the town's streets at a repaving cost that has been running about \$300,000 per mile, and that "Street Repaving" is the only strategic high-priority item that is yet to be addressed, it would be fiscally responsible to allocate this \$407,000 that will not be needed for the public safety building in Fiscal Year 2024-25 to extend the 2023 repaving plan another year. Thus, not placing an unnecessary tax burden on Valdese property owners, as follows:

1. One year ago, Burke County did a countywide reassessment that raised the assessed value of Valdese residences by an average of over 43%.
2. In June 2023 – the council adopted an ad valorem tax rate of 51.5 cents, 24% higher than the State-mandated calculation of 41.5 cents; creating severe hardship on hundreds of Valdese owners of the smaller, older homes.
3. In December 2023, the council unanimously terminated the architectural contract and a \$7.2 million, USDA provisional public safety building loan.
4. On March 4, 2024 – the council unanimously set the 2024 tax rate at 41.5 cents.
5. Citizens who do not need the tax reduction, can contribute the amount to the town for ORS renovation, pool structure, etc.
6. Since 2019, our town management and councils have been setting aside several revenue and savings items, providing \$407,000 annually towards the public safety facility construction and debt service.
7. That account now stands at nearly \$1.5 million due to four factors:
  - a. The annual \$407,000 budget contributions;
  - b. \$500,000 received from the State for this purpose;
  - c. \$120,000 proceeds from the sale of the old Pineburr mill;
  - d. \$225,000 saved with the December termination of the architectural firm.
8. In February 2023, Councilmen Mears and Harvey and Manager Steen met with the Speaker of the NC House, Tim Moore. As a result, Representative Hugh Blackwell is pursuing an active request for public safety building funding, the outcome of which will not be known until next year.
9. Since it will be at least one more year before we know the cost and funding needs for a public safety building resolution, it would be an unnecessary burden on Valdese taxpayers to again raise taxes to seek \$400,000 of new revenue for repaving streets, when this \$407,000 carry forward carve-out, will not be needed for the public safety facilities or related debt service in Fiscal Year 24-25."

Councilman Harvey said that this Council unanimously adopted the budget guidelines last month, and for everybody who does not need that, you can contribute money to the Town for the Old Rock School, pool structure, Public Safety Building, or whatever you would like.

Councilwoman Lowman asked Councilman Harvey why we would not need any money for the Public Safety building during FY 24-25. Councilman Harvey said that we may need some money but we are sitting on a fund for 1.5 million for the Public Safety Building and it would take a lot of time to get an architectural firm hired, and a plan designed.

Councilman Harvey withdrew his motion.

**APPROVED AUTHORIZING UPSET BID PROCESS FOR THE SALE OF TOWN-OWNED PROPERTY-104 ROLLER ST SW** Assistant Town Manager/CFO Bo Weichel said we received an offer in the amount of \$35,000.00 for this property and reviewed the upset bid process.

## RESOLUTION AUTHORIZING UPSET BID PROCESS

*Sale of 2.09 Acre Tract at 104 Roller Street SW, Valdese, NC (REID: 30985)*

WHEREAS, the Town of Valdese (the "Town") is the owner of that certain tract or parcel of real property (the "Property") situated in Lovelady Township, Valdese, North Carolina commonly known as 104 Roller Street SW, Valdese, North Carolina, PIN: 2733654336, REID: 30985, which Property is more particularly described in Deed Book 2078, Pages 494, Burke County Registry as follows:

**BEING ALL of Tract 3, containing 2.730 acres, more or less, as shown on that certain plat entitled "Property to be conveyed to Solely DG, LLC", prepared by Douglas A. Garber, PLS, dated October 27, 2011, as recorded in Plat Book 41, Page 234, Burke County Registry;**

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, on or about March 13, 2024, the Town received an offer to purchase the Property from Barktopia Stay & Play Pet Resort & Daycamp, LLC for \$35,000.00; and

WHEREAS, Barktopia Stay & Play Pet Resort & Daycamp, LLC has deposited five percent (5%) of its bid with the town clerk.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The Town Council authorizes sale of the Property through the upset bid procedure of North Carolina General Statute §160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:

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

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

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Harvey made a motion to accept the offer and undertake the upset bid process and include that the proceeds be allocated to the account # 35 Public Safety Account, if that is appropriate. Attorney Taylor said that would not be appropriate, it is appropriate to start the upset bid process but reallocating funds is changing a budget item.

Councilman Harvey made a motion to proceed with the upset bid process, seconded by Councilwoman Lowman.

Discussion: Councilman Harvey asked that Town Manager when staff brings items to the agenda that they inform the Council what it is all about.

The vote was unanimous.

Assistant Town Manager/CFO Bo Weichel shared that at the May meeting, Council will see three more offers for separate parcels.

**BUDGET AMENDMENTS:** Assistant Town Manager/CFO Bo Weichel presented the following budget amendment to cover extra Recreation concession sales:

Valdese Town Council Meeting

Monday, April 1, 2024

Budget Amendment # 12-10

Subject: Parks and Recreation sales of concessions

Description: Parks and Recreation primary concession stand is closing in on the revenue target for the current budget year. This means we will also expend more than planned for concession supplies. The sales revenue is a direct correlation to the amount of items sold. This amendment increases the sales revenue and expense line for more supplies.

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, 2024:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3970.031	Recreation Concession Sales		6,500
Total:		\$0	\$6,500

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.481	Concession Supplies	6,500	
Total:		\$6,500	\$0

Section II:

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

Councilwoman Lowman made a motion to approve the budget amendment as presented, seconded by Councilman Mears. The vote was unanimous.

Assistant Town Manager/CFO Bo Weichel presented the following budget amendment to cover extra Town Attorney fees:

Valdese Town Council Meeting

Monday, April 1, 2024

Budget Amendment # 13-10

Subject: Attorney Fees

Description: Attorney fees included in the budget are based on historical need of services billed on an hourly basis. The last few months have had triple the amount of use and associated fees. This results in shortage of funds to pay the Attorney for the final three months of this fiscal year.

**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, 2024:

**Section I:**

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		30,000
Total		\$0	\$30,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.040	Professional Services	30,000	
Total		\$30,000	\$0

**Section II:**

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

Council did not make a motion so the budget amendment will be carried over to the May 6, 2024 agenda.

**INTERIM MANAGER’S REPORT:** Interim Town Manager Bryan Steen made the following announcements:

Annual Budget Retreat is scheduled for April 15 & 16, 2024, 9:00 a.m. – 5:00 p.m. at the Council Chambers, Valdese Town Hall

Council Meeting – Council Budget Review, scheduled Monday, April 22, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

OCP Production: Jimmy Buffett’s Escape to Margaritaville, Show Dates April 25, 26 & 27 and May 2, 3 & 4, 2024, 7:30 p.m.; visit [www.oldcolonyplayers.com](http://www.oldcolonyplayers.com) for more information and to purchase tickets.

Spring Craft Market, Saturday, April 27, 2024, ORS Temple Field, 9:00 a.m. – 4:00 p.m.

Next Agenda Review Council meeting is scheduled for Monday, April 29, 2024, 6:00 p.m., Council Chambers, Valdese Town Hall

**MAYOR AND COUNCIL COMMENTS:** Councilman Mears appreciates the Town committees and the hard work everyone is doing.

Councilwoman Ward said, "Go Wolfpack."

Councilman Ogle said that the Parks & Recreation Commission has worked hard and appreciates their work.

Mayor Watts also appreciates everyone and believes that the Strategic Plan will be a guideline as to what the citizens want.

Councilman Harvey complimented Scott Compton on his great presentation and echoed everything. Councilman Harvey encouraged everyone to come out to the budget workshops, and if anyone has suggestions, please make those.

Councilwoman Lowman thanked the committees and welcomed Chief Marc Sharpe to Valdese as our Police Chief.

**ADJOURNMENT:** At 7:27 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 6, 2024, 6:00 p.m., Valdese Town Hall.

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

\_\_\_\_\_  
Mayor

jl

**TOWN OF VALDESE  
ANNUAL COUNCIL/DEPARTMENT HEAD BUDGET RETREAT  
MONDAY, APRIL 15, 2024 & TUESDAY, APRIL 16, 2024**

The Town of Valdese Town Council met on April 15 & 16, 2024, at 9:00 a.m., for the Annual Budget Retreat, in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Clerk Jessica Lail, and Department Heads.

Absent: None

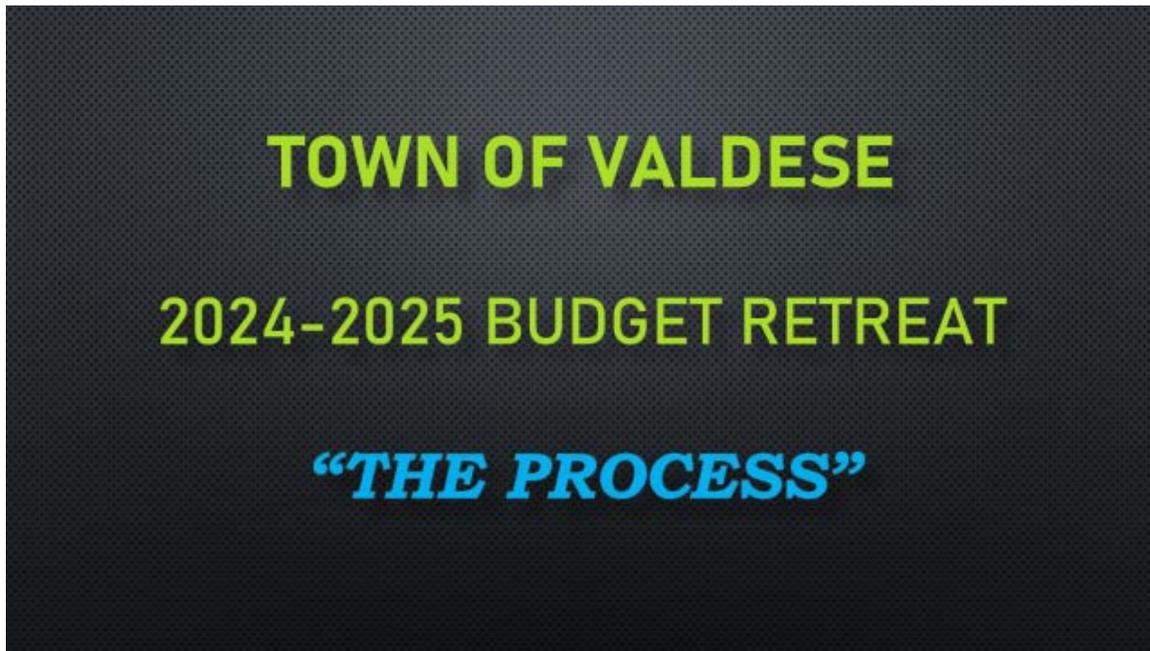
A quorum was present; however, no action was planned.

**DAY 1 – APRIL 15, 2024**

**CALL TO ORDER** At 9:00 a.m., Mayor Watts opened the meeting with an invocation and led in the Pledge of Allegiance to the Flag. Mayor Watts welcomed everyone to the Budget Retreat. Mayor Watts stated, “As we move through today’s agenda, let us keep in mind that it is the Town Council’s responsibility to establish the type and level of services that the Town of Valdese provides for our citizens. Currently, our citizens enjoy many quality services not offered in larger municipalities. Quality services provided by loyal and dedicated employees who take pride in providing the best for our citizens. Let us also remember the results of the Valdese 2024 Strategic Plan, which was just finalized. Based on citizen input, our four focus areas are: Employee Recruitment and Retention, Economic Development, Public Infrastructure, and the Old Rock School. So moving forward, we must be mindful of citizen expectations of quality services and the 2024 Strategic Plan. Both of which will help ensure a bright and flourishing future for Valdese.”

Councilman Harvey understands that there will be no reduction in services in FY 24-25 and wants to hear how the staff is going to live within the revenue or dip into the reserves as they did last year.

**BUDGET PROCESS** Assistant Town Manager/CFO Bo Weichel presented the budget process to give Council an overview of preparing for the budget. Mr. Weichel shared that staff has around 500 hours of time in preparing for the budget.



## Two IMPORTANT Annual Documents

### BUDGET

(June)



### AUDIT

(December)



## TRADITIONAL vs. ZERO-BASED

### Traditional budgeting:

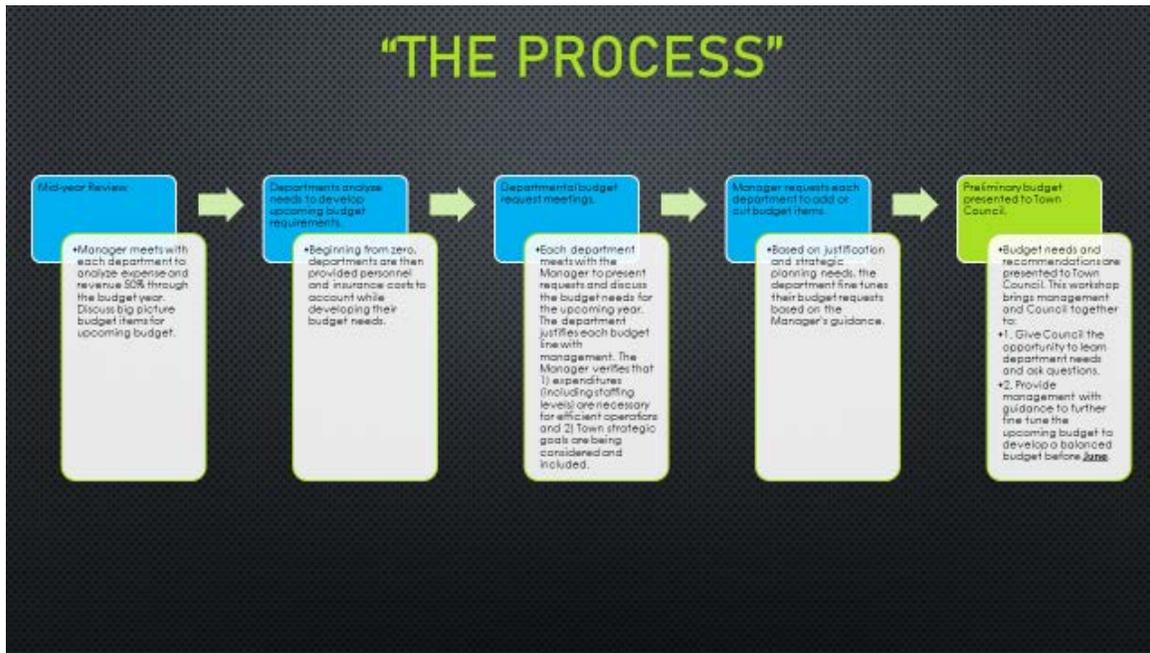
- Utilizes incremental increases over previous budgets (i.e. 3% increase in spending)
- Only analyzes new expenditures.

### Zero-based budgeting (ZBB):

- Unlike traditional budgeting, zero-based starts each department budget at zero. The budgets are then built around what is needed for the upcoming fiscal year.
- ZBB requires justification of both old and new expenditures.
- Through a series of meetings, the Manager and staff analyze each individual expense for the upcoming fiscal year to determine the granular need for the Town.

### Why use ZBB?:

- Lowered costs may result as ZBB helps prevent the misallocation of resources that may happen over time compared to when a budget grows incrementally through traditional budgeting.
- Instead of blindly increasing each department's budget by a certain percentage and masking the cost increase, the Town can identify situations across departments and allocate available resources where needed.
- For example, ZBB allows strategic goals to be implemented into the budgeting process by tying them to specific functional areas of the organization.



**GENERAL FUND OVERVIEW** Assistant Town Manager/CFO Bo Weichel provided an overview of the Town's general fund balance, debt services, and budget challenges. Mr. Weichel shared that the unassigned fund balance for last year was in the amount of \$6,587,564, with a 105% fund balance percentage of expenditures. Mr. Weichel shared that this was a decrease of 7.88% from the prior year. Mr. Weichel identified items that will affect this year's fund balance. Mr. Weichel identified challenges for the upcoming year.

# TOWN OF VALDESE

## 2024-2025 BUDGET RETREAT

### GENERAL FUND OVERVIEW

## Two IMPORTANT Annual Documents

**BUDGET**

*(June)*



**AUDIT**

*(December)*



**FUND BALANCE**

**DEBT SERVICE**

**BUDGET CHALLENGES**

# FUND BALANCE

## PURPOSE OF FUND BALANCE

- PREVENT SHORT-TERM BORROWING
- RESERVE FOR EMERGENCIES, UNFORESEEN EVENTS, OR UNEXPECTED OPPORTUNITIES
- INCREASE AVAILABLE FUNDS FOR INVESTMENT
- AVOID NEGATIVE ATTENTION FROM THE LOCAL GOVERNMENT COMMISSION (LGC)

# GENERAL FUND

## WHERE DID WE END ON JUNE 30TH?

- UNASSIGNED FUND BALANCE WAS \$ 6,587,565
- FUND BALANCE PERCENTAGE 105% OF EXPENDITURES
- DECREASE FROM PRIOR YEAR OF 7.88%

# GENERAL FUND

## WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- FUND BALANCE APPROPRIATIONS \$617,684

Fitness Center HVAC replacement	25,950
Unified Development Ordinance (UDO)	33,717
WPCOG Strategic Planning	8,030
Board of Election fees	4,930
Interim Manager	90,700
Prior Manager Accrued Vacation Payout	12,500
Cameras in Council Chambers	3,907
Town Manager Search - Baker Tilly	17,000
Increased Use of Attorney Services	30,000
Transfer to Street Paving Fund for Additional Paving (August 2023)	150,000
Transfer to Old Rock School project WPCOG grant admin (August 2023)	25,000
Transfer to Old Rock School project to match cost of bid (February 2024)	215,950
	<b>617,684</b>

- FUND BALANCE APPROPRIATED \$238,279 FROM FY 23-24 BUDGET PROCESS
- PROPERTY TAX VALUES INCREASE MAY & JUNE 2023 \$218,539
- SALES TAX REVENUE PROJECTED TO ADD \$150,000 ADDITIONAL REVENUE

# DEBT

## TOWN OF VALDESE General Fund Debt

	Annual Payment	Balance Remaining	Years Remaining
Fire Ladder Truck (USDA)	52,761	738,654	14
Trucks & Equip-Street (Truist)	53,743	107,486	2
Town Hall (USDA)	88,878	2,399,706	27
Splash Park (USDA)	19,483	662,422	34
Patrol Vehicles (Truist)	18,471	18,471	1
<b>Total</b>	<b>233,336</b>	<b>3,926,739</b>	
<b>Operating Debt Ratio</b>	<b>3.10%</b>		

Mr. Weichel provided Council with a debt amortization schedule over the next 40 years.

**Debt Service Schedule (General Fund)**

**EXHIBIT 3**

GENERAL	Fire	Street	New	Rec	Police		
	Ladder Truck	FY21-22 Vehicles/Equip	Town Hall	Splash Park	3 cars		
FY	(USDA)	(TRUIST)	(USDA)	(USDA)	(Truist)		Total Reduction
25	52,761.00	53,743.00	88,878.00	19,483.00	18,470.14		233,335.14
26	52,761.00	53,743.00	88,878.00	19,483.00			214,865.00 18,470.14
27	52,761.00		88,878.00	19,483.00			161,122.00 53,743.00
28	52,761.00		88,878.00	19,483.00			161,122.00 0.00
29	52,761.00		88,878.00	19,483.00			161,122.00 0.00
30	52,761.00		88,878.00	19,483.00			161,122.00 0.00
31	52,761.00		88,878.00	19,483.00			161,122.00 0.00
32	52,761.00		88,878.00	19,483.00			161,122.00 0.00
33	52,761.00		88,878.00	19,483.00			161,122.00 0.00
34	52,761.00		88,878.00	19,483.00			161,122.00 0.00
35	52,761.00		88,878.00	19,483.00			161,122.00 0.00
36	52,761.00		88,878.00	19,483.00			161,122.00 0.00
37	52,761.00		88,878.00	19,483.00			161,122.00 0.00
38	52,761.00		88,878.00	19,483.00			161,122.00 0.00
39			88,878.00	19,483.00			108,361.00 52,761.00
40			88,878.00	19,483.00			108,361.00 0.00
41			88,878.00	19,483.00			108,361.00 0.00
42			88,878.00	19,483.00			108,361.00 0.00
43			88,878.00	19,483.00			108,361.00 0.00
44			88,878.00	19,483.00			108,361.00 0.00
45			88,878.00	19,483.00			108,361.00 0.00
46			88,878.00	19,483.00			108,361.00 0.00
47			88,878.00	19,483.00			108,361.00 0.00
48			88,878.00	19,483.00			108,361.00 0.00
49			88,878.00	19,483.00			108,361.00 0.00
50			88,878.00	19,483.00			108,361.00 0.00
51			88,878.00	19,483.00			108,361.00 0.00
52				19,483.00			19,483.00
53				19,483.00			19,483.00
54				19,483.00			19,483.00
55				19,483.00			19,483.00
56				19,483.00			19,483.00
57				19,483.00			19,483.00
58				19,483.00			19,483.00
59							
	738,654.00	107,486.00	2,399,706.00	662,422.00	18,470.14		3,926,738.14

# BUDGET CHALLENGES

## 2024 BUDGET CHALLENGES FOR VALDESE

### OPERATING:

- STATE MANDATED 0.75% INCREASE OF RETIREMENT (13.66%)
- STATE MANDATED 1.00% INCREASE OF LAW ENFORCEMENT RETIREMENT (14.04%)
- COST OF LIVING ADJUSTMENT FOR EMPLOYEES
- HEALTH INSURANCE PREMIUM INCREASE OF 3.7%
- REPUBLIC SANITATION AND RECYCLING CONTRACT INCREASE OF 5%
- INFLATIONARY PRICE INCREASES ON EQUIPMENT, MATERIALS, AND SERVICES
- TAX RATE 41.5 CENTS

### CAPITAL:

- STREET IMPROVEMENTS
- PUBLIC SAFETY FACILITY

**GENERAL FUND REVENUE** Mr. Weichel reviewed the General Fund revenues. Mr. Weichel noted that the green column represents what is being proposed, and the other columns represent past data and account codes. Mr. Weichel shared the ad valorem taxes are the only revenue calculated by the state. Mr. Weichel went through the general fund revenues line by line.

**EXHIBIT 4**

2024-2025 Budget Allocation						
GENERAL FUND REVENUES						
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
PRIOR 2020 AD VALOREM TAXES	10-3010-201	9,097	9,793	16,000	8,000	5,000
PRIOR 2021 AD VALOREM TAXES	10-3010-211	20,690	10,779	22,000	15,000	6,500
PRIOR 2022 AD VALOREM TAXES	10-3010-221	2,088,946	22,656	50,000	20,000	12,000
PRIOR 2023 AD VALOREM TAXES	10-3010-231	0	2,134,683	2,081,302	45,000	20,000
2024 AD VALOREM TAXES	10-3010-241	0	0	0	2,440,668	2,234,454
MOTOR VEHICLE TAXES	10-3100-000	215,212	225,925	192,000	216,000	222,000
TAX REFUNDS	10-3120-001	-13,811	-10,678	-10,679	-8,256	-7,885
TAX PENALTY & INTEREST	10-3170-000	26,139	17,334	10,000	10,000	10,000
OCCUPANCY TAX	10-3200-000	66,648	89,978	110,000	152,000	95,000
INTEREST ON INVESTMENTS	10-3290-000	12,150	439,134	0	100,000	200,000
ABC STORE	10-3330-000	0	0	0	0	50,000
RENTS	10-3310-000	66,676	70,639	68,400	68,400	74,400
DONATIONS	10-3350-000	35,000	1,927	0	0	0
DONATIONS-RECREATION	10-3350-002	0	0	0	0	0
OTHER	10-3350-030	-29,346	5,658	2,500	2,500	3,700
UTILITY FRANCHISE TAX	10-3370-000	436,229	447,295	440,000	440,000	440,000
ALCOHOL/BEVERAGE TAX	10-3410-000	18,562	22,058	19,000	18,500	19,500
POWELL BILL ST ALLOCATION	10-3430-000	162,972	165,695	146,300	146,300	166,300
UNRESTRICTED SALES TAX	10-3450-010	1,597,037	1,822,710	1,465,039	1,720,144	1,879,492
ALARM PERMIT FEES	10-3530-010	1,380	1,330	1,500	1,300	0
JAIL FEES	10-3580-000	400	814	500	400	500
REFUSE COLLECTION FEES	10-3590-000	209,071	209,686	202,000	205,000	210,000
RECYCLE FEES	10-3590-010	45,643	45,947	44,200	45,000	46,000
SOLID WASTE DISPOSAL TX	10-3590-020	3,550	3,763	3,400	3,400	3,800
CEMETERY REVENUES	10-3610-000	18,525	19,425	5,000	5,000	5,000
SALES TAX CERTIFICATION REFUND	10-3670-000	31,718	36,333	7,000	7,000	5,000
SALE OF REAL PROPERTY	10-3820-000	1,250	23,265	0	0	0
SALE OF FIXED ASSETS	10-3830-000	7,450	25,101	0	0	0
ABATEMENTS	10-3930-001	1,478	3,650	0	0	0
HOUSING AUTHORITY	10-3970-020	20,162	21,249	21,000	20,000	20,000
PARAMOUNT FORD	10-3970-021	1,819	1,432	1,910	1,910	1,910
XTREME MACHINES	10-3970-022	901	607	809	809	809
ORS FACILITY RENTALS	10-3970-025	17,301	15,245	15,700	23,075	22,075
ORS AUDITORIUM & TICKET SALES	10-3970-026	52,041	54,995	50,000	54,000	58,000
ORS LEASES	10-3970-027	25,395	28,878	24,300	30,480	25,492
C.A. TOURS	10-3970-028	2,450	584	500	1,000	1,000
YOUTH SPORTS REGISTRATION FEES	10-3970-029	9,994	14,975	11,000	14,500	14,500
COMMUNITY CENTER MEMBERSHIP	10-3970-030	142,777	144,815	144,000	153,000	153,500
COMMUNITY CENTER CONCESSIONS	10-3970-031	32,869	35,818	33,600	37,000	44,000
SUMMER SWIM TEAM	10-3970-032	3,972	4,723	4,000	4,500	4,500
BOWLING	10-3970-033	46,483	57,114	46,325	55,000	55,000
VENDING	10-3970-034	1,181	1,097	1,000	1,200	1,200
RECREATION CREDIT CARD FEES	10-3970-035	2,141	2,754	1,500	2,000	3,000
WALDENSIAN FOOTRACE	10-3970-036	2,845	3,295	3,000	3,000	4,000
MCGALLIARD FALLS CONCESSIONS	10-3970-038	4,193	3,422	2,500	4,000	4,000
RECREATION MISC REV & PARK REN	10-3970-039	29,800	30,520	32,000	32,000	32,000
ORS FACILITY FEES	10-3970-126	2,261	1,744	1,500	2,000	2,000
TEACHERS COTTAGE RENTALS	10-3970-127	2,261	1,710	1,500	8,000	8,000
MERCHANDISE SALES	10-3970-128	2,261	103	1,500	2,000	2,000
C. A. CONCESSIONS	10-3970-129	3,131	2,177	3,500	3,500	3,000
PRO RATA	10-3970-300	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
CAPITAL PROJECTS	10-3970-302	221,000	221,000	221,000	221,000	221,000
FESTIVAL	10-3970-920	23,715	20,360	15,000	20,000	20,000
TRANSFER FROM CAPITAL RESERVE	10-3970-930	0	0	0	0	0
FUND BALANCE APPROPRIATED	10-3990-000	133,830	-632,700	150,653	238,279	0
POWELL BILL FUND BALANCE	10-3991-000	0	0	0	0	0
PROCEEDS FROM FINANCING	10-3995-001	245,292	245,292	0	0	0
PROCEEDS FROM GRANTS	10-3995-002	0	0	0	0	0
<b>TOTAL</b>		<b>7,162,741</b>	<b>7,226,109</b>	<b>6,763,259</b>	<b>7,693,609</b>	<b>7,501,747</b>

Mr. Weichel shared that TR-101 from the NCPTS V4 system and is a report from Burke County. It tells us our total tax value we can budget for in the next fiscal year. This information is from the end of March 2024, so it will change.

**EXHIBIT 5**

Date run: 4/3/2024 12:06:19 PM  
Data as of: 4/2/2024 8:06:49 PM

**TR-101 Assessed Value Report**

NCPTS V4

**Report Parameters:**

Abstract Update Date Start: **Min** Abstract Update Date End: **Max** Tax District: **VALDESE**  
 Abstract Type: **BUS, IND, PUB, REI, RMV** Tax Year: **2024** Year For: **2024**  
 Abstract Status: **Adj Pending, Imaged, Mailed, Not RFB, Pre-list, Received, Rejected, RFB** Flag Type: **No Flags, Address Confidential, Annexation Processed, AUDIT, BC EMPLOYEE DEBT, Bill Address Corr, Biller Options, Business List Sum**  
 Default Sort-By: **Tax District, Abstract Type, Tax Year** Grouping: **No Grouping, Abstract Type, Tax Year**

Abstract Type	# of Abstracts	Land Value (\$)	Improvement Value (\$)	Land Deferred Value (\$)	Historical Deferred Value Builders	Tax Relief(\$) Exempt.(\$)	Assessed Value - Real (\$)	Assessed Value - Personal (\$)	Total Taxable Value
<b>TAX DISTRICT: VALDESE ABSTRACT TYPE: BUS TAX YEAR: 2024</b>									
BUS	244					2,420		70,074,968	70,074,968
<b>Total</b>	<b>244</b>					<b>2,420</b>		<b>70,074,968</b>	<b>70,074,968</b>
<b>TAX DISTRICT: VALDESE ABSTRACT TYPE: IND TAX YEAR: 2024</b>									
IND	147					2,880		801,086	798,206
<b>Total</b>	<b>147</b>					<b>2,880</b>		<b>801,086</b>	<b>798,206</b>
<b>TAX DISTRICT: VALDESE ABSTRACT TYPE: PUB TAX YEAR: 2024</b>									
PUB	11								
<b>Total</b>	<b>11</b>								
<b>TAX DISTRICT: VALDESE ABSTRACT TYPE: REI TAX YEAR: 2024</b>									
REI	2,808	93,636,906	374,973,753	182,314		216,177	467,829,616	351,012	467,964,451
<b>Total</b>	<b>2,808</b>	<b>93,636,906</b>	<b>374,973,753</b>	<b>182,314</b>		<b>216,177</b>	<b>467,829,616</b>	<b>351,012</b>	<b>467,964,451</b>

538,837,625 taxable value x \$0.415 rate = 223,617,614 / 100 = 2,236,176 x 98.65% collection rate = \$2,205,988

**GENERAL FUND DEPARTMENT OPERATING & CAPITAL:**

**GOVERNING BODY** Mr. Weichel said that this is our smallest department budget. Mr. Weichel noted that this budget went down due to one of the Council members not taking the insurance or stipend. Councilman Harvey asked the Council to consider changing salaries, wages, and group insurance by getting out of the insurance plan. Councilman Harvey shared that it is more transparent if we take it out, he is concerned with the age of Council members, and from an ethical standard. Councilman Harvey suggested moving the monies for the insurance to the stipend.

**EXHIBIT 6**

**2024-2025 Budget Allocation  
GOVERNING BODY**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-4100-020	18,300	17,133	18,300	18,300	15,500	
PROFESSIONAL SERVICES	10-4100-040	0	0	0	0	0	
FICA TAX	10-4100-050	972	996	1,400	1,400	1,186	
GROUP INSURANCE	10-4100-060	33,004	51,479	59,535	53,689	45,608	
TRAINING	10-4100-140	930	1,437	1,500	2,500	2,500	
DEPT SUPPLIES	10-4100-330	120	571	100	100	100	
IT	10-4100-490	0	0	0	0	0	
DUES AND SUBSCRIPTIONS	10-4100-530	0	0	0	0	0	
MISCELLANEOUS	10-4100-570	1,086	2,000	2,000	1,000	500	(500)
CAPITAL OUTLAY	10-4100-740	8,703	23,693	23,000	0	0	
CONTINGENCY	10-4100-999	0	0	0	0	0	
<b>TOTAL</b>		<b>63,115</b>	<b>97,309</b>	<b>105,835</b>	<b>76,989</b>	<b>65,394</b>	<b>(500)</b>

**ADMINISTRATION** Mr. Weichel plugged in \$140,000 for the Town Manager's salary, so it will affect the overall number if it is more than that. Mr. Weichel identified line items that we will need to increase, such as Attorney fees under professional services. Councilman Harvey would like to see the Town budget \$30,000 for staff training under Organizational Development and Teamwork, Customer Service, and Process Improvement.

**2024-2025 Budget Allocation  
ADMINISTRATION**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-4200-020	376,149	391,848	405,192	414,826	454,214	
PART TIME PAY	10-4200-022	0	8,052	3,840	0	14,000	
PROFESSIONAL SERVICES	10-4200-040	45,574	65,644	77,375	90,225	167,915	
HEALTH REIMBURSEMENT (HRA)	10-4200-041	0	0	0	55,500	61,000	
FICA TAX	10-4200-050	28,309	30,102	31,304	31,548	35,632	
GROUP INSURANCE	10-4200-060	54,722	53,002	60,175	45,774	48,608	
RETIREMENT	10-4200-070	41,747	46,622	48,245	52,464	60,893	
UNEMPLOYMENT CHARGES	10-4200-080	0	0	4,000	3,000	3,000	
TELEPHONE & INTERNET	10-4200-110	17,885	23,067	23,150	23,150	24,350	
POSTAGE	10-4200-111	2,970	2,505	4,000	4,000	4,000	
PRINTING	10-4200-120	2,284	3,071	7,100	3,100	3,100	
ELECTRIC	10-4200-130	7,252	8,009	8,460	9,000	10,000	
TRAINING	10-4200-140	7,576	7,456	13,310	13,310	11,010	(2,300)
MAINT & REPAIR BLDG & GROUNDS	10-4200-150	22,178	13,907	17,021	17,021	17,045	
MAINT & REPAIR - EQUIP	10-4200-160	3,051	1,866	4,020	4,400	4,600	
MAINT & REPAIR - AUTO	10-4200-170	0	0	250	250	250	
ADVERTISING	10-4200-260	1,412	3,731	2,850	2,850	2,850	
AUTO SUPPLIES GAS	10-4200-311	409	352	500	1,000	1,000	
AUTO SUPPLIES TIRES	10-4200-313	0	0	0	0	0	
AUTO SUPPLIES OIL	10-4200-314	0	0	40	40	50	
DEPT SUPPLIES & MATL	10-4200-330	12,903	12,247	15,700	15,700	15,100	(600)
CONTRACTED SERVICES	10-4200-450	25,193	36,156	44,416	43,956	38,620	(10,000)
IT	10-4200-490	45,573	53,283	74,270	73,070	77,830	
DUES & SUBSCRIPTIONS	10-4200-530	9,153	11,806	15,000	15,500	14,800	(700)
INSURANCE & BONDS	10-4200-540	102,696	116,568	140,092	140,092	153,000	
MISC EXPENSE	10-4200-570	8,045	6,069	10,950	10,950	15,350	(4,000)
CAPITAL OUTLAY	10-4200-740	0	2,000	2,000	20,000	22,000	
ECONOMIC DEVELOPMENT GRANT	10-4200-763	0	0	0	0	0	
BURKE COUNTY LIBRARY	10-4200-930	40,000	40,000	40,000	40,000	40,000	
DEBT SERVICE	10-4200-962	88,878	88,878	88,878	88,878	88,878	
TRANSFER TO CAPITAL RESERVE	10-4200-963	0	0	0	0	0	
CONTINGENCY	10-4200-990	0	0	0	0	0	
<b>TOTAL</b>		<b>943,959</b>	<b>1,026,241</b>	<b>1,142,138</b>	<b>1,219,604</b>	<b>1,389,095</b>	<b>(17,600)</b>

**PUBLIC WORKS ADMINISTRATION/GARAGE FACILITIES** Mr. Weichel identified a few increases under this department, such as iMaint, a web-based work order program, supplies/materials, and a new item: the fuel master system annual fee.

2024-2025 Budget Allocation							
PUBLIC WORKS ADMIN							
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-4250-020	122,970	101,862	88,723	93,614	98,202	
OVER TIME PAY	10-4250-021	1,791	1,040	1,448	1,448	1,521	
PART TIME PAY	10-4250-022	0	0	0	0	0	
PROFESSIONAL SERVICES	10-4250-040	220	65	550	550	550	
FICA TAX PAYABLE	10-4250-050	9,082	7,607	6,858	7,192	7,549	
GROUP INSURANCE	10-4250-060	27,043	28,966	29,295	17,818	18,663	
RETIREMENT PAYABLE	10-4250-070	14,116	12,430	10,902	12,138	13,480	
PRINTING	10-4250-120	0	0	500	500	500	
ELECTRIC	10-4250-130	6,569	7,125	7,200	7,200	7,560	
NATURAL GAS	10-4250-131	2,991	3,000	3,000	3,000	3,150	
TRAINING	10-4250-140	0	0	0	3,000	2,500	(500)
MAINT & REPAIR BLDGS & GROUNDS	10-4250-150	16,603	11,076	12,524	13,024	12,500	(2,400)
MAINT & REPAIR EQUIP	10-4250-160	1,669	2,592	3,100	3,500	4,000	
MAINT & REPAIR AUTO	10-4250-170	440	915	915	1,500	1,500	
AUTO SUPPLIES GAS	10-4250-311	4,208	3,275	4,332	6,000	5,500	(500)
AUTO SUPPLIES TIRES	10-4250-313	2,120	1,420	1,420	1,420	1,420	
AUTO SUPPLIES OIL	10-4250-314	72	0	184	184	184	
DEPT SUPPLIES & MATERIAL	10-4250-330	11,236	11,551	13,500	14,500	15,000	(1,500)
CHEMICALS	10-4250-332	0	299	500	500	500	
UNIFORMS	10-4250-360	1,329	1,380	1,380	1,580	1,580	
CONTRACTED SERVICES	10-4250-450	1,356	3,585	5,216	5,216	10,016	(800)
IT	10-4250-490	0	0	0	0	0	
DUES & SUBSCRIPTIONS	10-4250-530	0	1,010	2,325	2,325	2,325	
MISC EXPENSE	10-4250-570	0	0	0	0	0	
CAPITAL OUTLAY	10-4250-740	0	11,347	20,000	41,000	45,000	(4,880)
<b>TOTAL</b>		<b>223,815</b>	<b>210,545</b>	<b>213,874</b>	<b>237,209</b>	<b>253,200</b>	<b>(10,580)</b>

**PUBLIC WORKS GROUNDS & MAINTENANCE** Mr. Weichel shared that there has been little change in this department other than the Capital expenditure, which went from \$0 last year to \$49,000 this year due to a Capital Improvement Plan need.

2024-2025 Budget Allocation							
GROUNDS AND MAINTENANCE							
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-4350-020	101,106	132,473	144,556	151,646	158,490	
OVER TIME PAY	10-4350-021	5,005	2,997	4,973	4,973	6,266	
PART TIME PAY	10-4350-022	11,842	11,976	10,400	10,400	10,400	
FICA TAX	10-4350-050	8,586	10,786	9,126	12,658	13,280	
GROUP INSURANCE	10-4350-060	26,936	28,711	38,548	34,652	37,110	
RETIREMENT	10-4350-070	11,929	16,239	13,242	20,018	22,293	
TRAINING	10-4350-140	14	379	400	400	400	
MAINT & REPAIR BLDGS & GROUND	10-4350-150	12,395	3,968	4,150	7,150	7,150	
MAINT & REPAIR EQUIP	10-4350-160	2,111	3,477	3,480	3,480	3,480	
MAINT & REPAIR AUTO	10-4350-170	472	912	2,253	2,253	1,500	(753)
AUTO SUPPLIES - GAS	10-4350-311	4018	5129	6,160	6,500	6,500	
AUTO SUPPLIES DIESEL	10-4350-312	133	369	928	928	928	
AUTO SUPPLIES - TIRES	10-4350-313	1346	1349	1,350	1,350	1,350	
AUTO SUPPLIES - OIL	10-4350-314	537	441	566	566	566	
DEPT SUPPLIES & MATERIAL	10-4350-330	3224	1697	3,600	3,600	4,250	
CHRISTMAS DECORATIONS	10-4350-331	9884	7465	7,500	0	0	
CHEMICALS	10-4350-332	2101	2453	2,500	2,500	2,500	
UNIFORMS	10-4350-360	1765	1590	1,590	2,400	2,400	
CONTRACT SERVICES	10-4350-450	0	0	500	500	500	
HELPING HANDS	10-4350-451	0	0	4,800	4,800	4,800	
IT	10-4350-490	0	0	0	0	0	
MISC EXPENSE	10-4350-570	5127	0	0	2,000	2,500	(500)
CAPITAL OUTLAY	10-4350-740	0	0	0	0	49,000	
ARBOR BEAUTIFICATION	10-4350-927	3,583	3,432	10,800	10,800	10,800	(1,000)
<b>TOTAL</b>		<b>212,114</b>	<b>235,843</b>	<b>271,422</b>	<b>283,574</b>	<b>346,463</b>	<b>(2,253)</b>

**PLANNING DEPARTMENT** Mr. Weichel discussed salary line for the Planning Director. Councilman Harvey does not understand why we budget for a full-time employee if we don't have one. Councilman Harvey said that is not zero-based budgeting.

2024-2025 Budget Allocation							
PLANNING							
Line Item Description	Account Code	2021-22 Actual	2023-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-4900-020	610	630	670	40,920	40,920	
PART TIME PAY	10-4900-022	33,576	36,137	37,240	39,660	40,980	
PROFESSIONAL SERVICES	10-4900-040	967	0	7,000	7,000	7,000	
FICA TAX	10-4900-050	2,518	2,707	7,469	6,125	6,226	
GROUP INSURANCE	10-4900-060	0	0	9,529	9,055	9,122	
RETIREMENT	10-4900-070	0	0	7,345	5,216	5,519	
TRAINING	10-4900-140	0	0	500	500	500	
MAINT & REPAIR BLDG & GROUNDS	10-4900-150	0	0	750	0	0	
MAINT & REPAIR EQUIP	10-4900-160	1,896	474	2,720	3,500	3,500	
ADVERTISING	10-4900-260	0	0	1,125	1,125	1,125	
DEPT SUPPLIES & MATL	10-4900-330	557	683	695	700	700	
CONTRACTED SERVICES	10-4900-450	3,631	0	3,000	3,000	3,000	
ABATEMENTS	10-4900-451	526	800	9,000	9,000	7,000	(2,000)
IT	10-4900-490	0	0	0	0	0	
DUES & SUBSCRIPTIONS	10-4900-530	200	144	344	344	344	
MISC EXPENSE	10-4900-570	964	386	1,000	1,000	1,000	
CAPITAL OUTLAY	10-4900-740	1,250	12,250	16,000	3,000	100,000	
<b>TOTAL</b>		<b>46,695</b>	<b>54,211</b>	<b>104,387</b>	<b>130,145</b>	<b>226,935</b>	<b>(2,000)</b>

**POLICE DEPARTMENT** Mr. Weichel shared that there are minimal changes in this department. Councilwoman Lowman asked how many years we keep a car. Mr. Weichel said ten years.

2024-2025 Budget Allocation							
POLICE							
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-5100-020	613,073	673,591	667,184	727,693	747,669	
OVER TIME PAY	10-5100-021	8,250	10,905	9,830	16,624	16,624	
PART TIME PAY	10-5100-022	15,491	10,020	16,560	10,560	10,560	
EXTRA DUTY HOURS	10-5100-024	19,588	18,424	24,363	29,186	29,186	
PROFESSIONAL SERVICES	10-5100-040	885	1,557	1,650	1,800	1,800	
FICA TAX	10-5100-050	49,190	53,134	54,445	59,503	61,032	
GROUP INSURANCE	10-5100-060	126,262	136,716	136,588	129,734	138,013	
DEFERRED COMP 401K	10-5100-065	29,322	32,530	32,887	35,357	36,196	
RETIREMENT	10-5100-070	76,341	90,709	90,317	104,601	114,785	
TELEPHONE	10-5100-110	6,364	6,414	6,471	6,471	6,471	
POSTAGE	10-5100-111	556	368	1,090	1,286	1,000	(286)
PRINTING	10-5100-120	0	0	1,174	1,174	500	(674)
TRAINING	10-5100-140	1,197	1,003	2,500	2,500	2,500	
MAINT & REPAIR BLDG & GROUNDS	10-5100-150	3,924	2,754	1,570	2,588	2,688	
MAINT & REPAIR EQUIP	10-5100-160	2,486	3,231	4,192	4,517	4,517	
MAINT & REPAIR AUTO	10-5100-170	11,686	8,395	11,495	13,275	13,275	
ADVERTISING	10-5100-260	0	0	354	100	0	
AUTO SUPPLIES GAS	10-5100-311	48,320	36,398	40,000	45,000	45,000	
AUTO SUPPLIES TIRES	10-5100-313	5,021	5,095	5,500	5,500	5,500	
AUTO SUPPLIES OIL	10-5100-314	763	2,770	2,850	2,000	2,000	
DEPT SUPPLIES & MATL	10-5100-330	13,007	25,525	21,945	21,125	22,920	
UNIFORMS	10-5100-360	13,681	16,719	16,300	14,920	15,340	
CONTRACTED SERVICES	10-5100-450	13,668	18,401	27,892	27,962	14,228	(14,806)
IT	10-5100-490	13,368	7,100	12,242	10,772	13,334	
DUES & SUBSCRIPTIONS	10-5100-530	31	0	400	424	224	(200)
INSURANCE & BONDS	10-5100-540	0	0	2,065	2,065	0	(2,065)
MISC EXPENSE	10-5100-570	0	0	0	0	0	
CAPITAL OUTLAY	10-5100-740	121,431	46,019	45,000	45,000	56,000	
DEBT SERVICE - CARS	10-5100-910	18,470	18,470	18,471	18,471	18,471	
<b>TOTAL</b>		<b>1,212,375</b>	<b>1,226,248</b>	<b>1,255,335</b>	<b>1,340,208</b>	<b>1,379,832</b>	<b>(18,031)</b>

**FIRE DEPARTMENT** Mr. Weichel identified changes and noted that the debt for Engine 1 had been paid off, so that dropped off. Mr. Weichel said the most significant difference is that they have a Capital Outlay item this year that they did not have last year.

**2024-2025 Budget Allocation**  
**FIRE**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-5300-020	325,193	348,525	336,034	348,043	370,580	
OVER TIME PAY	10-5300-021	605	1,379	1,000	1,000	1,000	
PART TIME PAY	10-5300-022	67,623	49,846	65,555	67,875	65,875	(2,000)
EXTRA DUTY HOURS	10-5300-024	27,006	38,243	39,741	39,741	41,400	
PROFESSIONAL WAGES	10-5300-040	1,383	2,171	5,900	7,980	6,980	(1,000)
FICA TAX	10-5300-050	31,596	33,148	33,719	34,815	36,513	
GROUP INSURANCE	10-5300-060	65,844	71,096	75,842	80,601	86,299	
RETIREMENT	10-5300-070	40,077	47,261	45,626	49,992	56,200	
TELEPHONE	10-5300-110	418	456	457	457	1,080	
POSTAGE	10-5300-111	106	72	200	200	200	
PRINTING	10-5300-120	0	658	700	700	500	(200)
ELECTRIC	10-5300-130	10,710	11,319	14,400	14,400	15,840	
NATURAL GAS	10-5300-131	3,912	4,050	4,550	4,550	5,005	
TRAVEL	10-5300-140	11,537	7,042	14,672	18,800	18,120	(1,200)
MAINT & REPAIR BLDGS & GROUNDS	10-5300-150	5,696	7,062	6,598	6,568	6,900	
MAINT & REPAIR EQUIP	10-5300-160	8,440	6,406	10,065	10,165	12,210	
MAINT & REPAIR AUTO	10-5300-170	9,349	20,735	17,120	16,450	19,110	
ADVERTISING	10-5300-260	0	0	500	500	500	(500)
AUTO SUPPLIES GAS	10-5300-311	1,978	1,583	1,600	2,580	2,530	(500)
AUTO SUPPLIES DIESEL	10-5300-312	4,785	8,608	5,565	7,650	10,350	
AUTO SUPPLIES TIRES	10-5300-313	0	1,200	1,200	4,800	10,600	
AUTO SUPPLIES OIL	10-5300-314	1,859	1,220	1,628	2,019	2,025	
DEPT SUPPLIES & MATL	10-5300-330	14,246	46,805	38,805	39,705	38,955	(300)
UNIFORMS	10-5300-360	2,120	4,205	7,000	7,000	7,000	
CONTRACTED SERVICES	10-5300-450	3,200	1,600	1,600	0	0	
IT	10-5300-490	3,941	2,896	3,560	3,735	9,000	
DUES & SUBSCRIPTIONS	10-5300-530	4,193	3,839	5,855	5,345	6,545	
INSURANCE & BONDS	10-5300-540	21,465	22,026	21,650	22,735	25,815	
MISC EXPENSE	10-5300-570	0	0	0	0	0	
SAFETY	10-5300-572	6,207	8,141	8,180	9,640	9,660	(280)
TRANSFER TO PUBLIC SAFETY BUILDING	10-5300-720	100,000	124,000	124,000	324,000	324,000	
CAPITAL OUTLAY	10-5300-740	27,278	172,774	175,000	0	75,000	
DEBT SERVICE - ENG #1	10-5300-910	26,908	26,908	26,908	26,908	0	(26,908)
DEBT SERVICE LADDER TRK	10-5300-912	52,761	52,761	52,761	52,761	52,761	
<b>TOTAL</b>		<b>880,436</b>	<b>1,128,035</b>	<b>1,147,991</b>	<b>1,211,715</b>	<b>1,318,593</b>	<b>(32,888)</b>

**PUBLIC WORKS STREETS** Mr. Weichel noted that Duke Energy's rate increased, and diesel exhaust fluid repairs were added, which was an EAP mandate.

2024-2025 Budget Allocation							
STREET							
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2022-23 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-5600-020	118,540	135,551	128,877	144,791	151,847	
OVER TIME PAY	10-5600-021	3,911	4,002	4,459	4,787	6,031	
PART TIME PAY	10-5600-022	0	0	0	0	0	
PROFESSIONAL SERVICES	10-5600-040	0	0	1,000	1,000	1,000	
FICA TAX	10-5600-050	9,048	10,261	10,041	11,284	11,919	
GROUP INSURANCE	10-5600-060	29,694	38,340	38,620	34,724	37,014	
RETIREMENT	10-5600-070	13,771	16,716	15,961	19,041	21,282	
ELECTRIC	10-5600-130	1,574	1,663	1,860	1,860	2,064	
ELECTRIC - STREET LIGHTS	10-5600-133	60,930	62,663	66,980	66,980	75,348	
ELECTRIC - TRAFFIC LIGHTS	10-5600-134	791	621	1,224	1,224	1,344	
TRAINING	10-5600-140	42	0	350	350	1,000	
MAINT & REPAIR BLDGS & GROUNDS	10-5600-150	9,918	10,124	16,100	16,100	17,100	
MAINT & REPAIR EQUIP	10-5600-160	2,962	9,668	12,046	12,046	10,000	(2,046)
MAINT & REPAIR AUTO	10-5600-170	5,660	7,553	8,173	8,173	12,000	
AUTO SUPPLIES GAS	10-5600-311	2,198	3,699	3,700	3,800	3,800	
AUTO SUPPLIES DIESEL	10-5600-312	12,269	19,213	16,047	16,047	16,047	
AUTO SUPPLIES TIRES	10-5600-313	3,213	1,198	5,836	5,836	5,500	(336)
AUTO SUPPLIES OIL	10-5600-314	187	1,191	2,954	2,954	2,954	
DEPT SUPPLIES & MATL	10-5600-330	3,355	4,289	7,900	8,600	8,600	(500)
CHEMICALS	10-5600-332	1,379	1,762	2,000	2,000	2,000	
UNIFORMS	10-5600-360	2,264	1,590	1,590	2,400	2,800	
CONTRACTED SERVICES	10-5600-450	2,268	9,288	1,080	1,080	1,080	
IT	10-5600-490	0	0	0	0	0	
CAPITAL OUTLAY	10-5600-740	246,063	38,997	32,000	0	60,000	
TRANSFER TO STREETS PROJECT FUN	10-5600-900	0	0	0	225,000	225,000	
DEBT SERVICE	10-5600-910	53,743	53,743	53,743	53,743	53,743	
<b>TOTAL</b>		<b>583,780</b>	<b>432,132</b>	<b>432,541</b>	<b>643,820</b>	<b>729,473</b>	<b>(2,882)</b>

**POWELL BILL** Mr. Weichel said that we received funds from the state for street paving. If we don't use the full amount, it goes into the Powell Bill fund for future uses, but it has to be used for street-related items.

2024-2025 Budget Allocation						
POWELL BILL						
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
SALARIES & WAGES	10-5700-020	0	0	0	0	0
OVER TIME PAY	10-5700-021	0	0	0	0	0
PROFESSIONAL SERVICES	10-5700-040	0	0	0	0	0
PROF SERVICES PAVING PROJECT	10-5700-041	0	0	0	0	0
FICA TAX	10-5700-050	0	0	0	0	0
GROUP INSURANCE	10-5700-060	0	0	0	0	0
RETIREMENT	10-5700-070	0	0	0	0	0
MAINT & REPAIR BLDG & GRDS	10-5700-150	1,294	741	4,000	4,000	4,000
MAINT & REPAIR - PATCHING	10-5700-151	1,319	7,999	8,000	8,000	8,000
RIGHT OF WAY	10-5700-153	0	0	0	0	0
DRAINAGE AND STORM SEWER	10-5700-154	1,097	624	3,000	3,000	3,000
SNOW AND ICE REMOVAL	10-5700-155	0	3,387	3,800	3,800	3,800
MAINT & REPAIR EQUIP	10-5700-160	0	0	0	0	0
MAINT & REPAIR VEHICLE	10-5700-170	0	0	0	0	0
DEPT SUPPLIES & MATL	10-5700-330	1,832	2,499	2,500	2,500	2,500
CONTRACTED SERVICES	10-5700-450	0	13,100	0	0	0
MISC EXPENSE	10-5700-570	0	0	0	0	0
CAPITAL OUTLAY OTHER	10-5700-720	0	0	0	0	0
CRACK SEALING	10-5700-721	0	0	0	0	0
CAPITAL OUTLAY SIDEWALKS	10-5700-730	0	11,890	0	0	20,000
CAPITAL OUTLAY	10-5700-740	100,609	0	0	0	125,000
DEBT SERVICE	10-5700-910	0	125,000	125,000	125,000	0
<b>TOTAL</b>		<b>106,151</b>	<b>165,240</b>	<b>146,300</b>	<b>146,300</b>	<b>166,300</b>

**PUBLIC WORKS SANITATION** Mr. Weichel noted that our Republic Contract is in this department in the amount of \$304,400, and they have built into the contract that we will increase the rates each year, and they are sticking strong to that. Mr. Weichel said that Republic charges us \$14.24, but the Town charges \$12.30, so our revenues are less than our expenditures. The last increase was in 2021 for \$1.00.

**2024-2025 Budget Allocation  
SANITATION**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-5800-020	31,553	33,589	32,028	35,217	36,931	
OVER TIME PAY	10-5800-021	1,070	1,058	1,084	1,138	1,434	
PART TIME PAY	10-5800-022	0	0	0	0	0	
PROFESSIONAL SERVICES	10-5800-040	0	0	0	0	0	
FICA TAX	10-5800-050	2,456	2,610	2,493	2,741	2,895	
GROUP INSURANCE	10-5800-060	8,989	9,613	9,673	8,699	9,278	
RETIREMENT	10-5800-070	3,663	4,149	3,963	4,625	5,170	
POSTAGE	10-5800-111	939	0	1,000	3,000	3,000	
PRINTING EXPENSE	10-5800-120	356	0	750	900	900	
TRAINING	10-5800-140	0	0	0	0	0	
MAINT. & REPAIR EQUIPMENT	10-5800-160	0	945	2,000	2,000	2,000	
MAINT. & REPAIR AUTO & TRUCK	10-5800-170	628	848	2,134	2,134	5,000	
ADVERTISEMENT	10-5800-260	0	0	0	0	600	
AUTO SUPPLIES GAS	10-5800-311	2,983	4,017	4,852	4,000	4,000	(500)
AUTO SUPPLIES DIESEL	10-5800-312	1,366	1,808	2,000	1,700	1,500	(790)
AUTO SUPPLIES TIRES	10-5800-313	2,290	67	2,290	2,290	2,290	
AUTO SUPPLIES OIL	10-5800-314	600	401	628	628	628	
DEPT SUPPLIES & MATERIALS	10-5800-330	192	1,269	1,400	1,400	1,400	
CHEMICAL	10-5800-332	0	127	200	200	200	
UNIFORMS	10-5800-360	937	690	690	1,260	1,260	
CONTRACTED SERVICES	10-5800-450	262,231	281,446	266,424	296,267	304,400	
IT	10-5800-490	0	0	0	0	0	
MISCELLANEOUS EXPENSE	10-5800-570	0	0	0	0	0	
CAPITAL OUTLAY	10-5800-740	0	0	32,000	165,000	6,000	
DEBT SERVICE	10-5800-910	0	0	0	0	0	
<b>TOTAL</b>		<b>320,253</b>	<b>342,637</b>	<b>365,609</b>	<b>533,199</b>	<b>388,886</b>	<b>(1,290)</b>

**PARKS & RECREATION** Mr. Weichel said that the department is requesting an hourly rate increase. Mr. Weichel identified a few decreases, such as natural gas usage, if we go with a permanent structure and building repairs. The Council discussed rate fees for memberships, etc., being different for residents vs non-residents. Parks & Recreation Director David Andersen discussed the various fees and the pros and cons of increasing costs and verifying if someone lives in Town or out of Town.

**2024-2025 Budget Allocation  
RECREATION**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-6200-020	253,610	259,300	258,446	281,126	292,874	
OVER TIME PAY	10-6200-021	0	0	0	0	0	
PART-TIME PAY	10-6200-022	178,651	224,381	243,920	263,259	284,784	
PROFESSIONAL SERVICES	10-6200-040	769	755	1,000	1,000	1,000	
FICA TAX	10-6200-050	31,986	36,466	38,391	41,566	44,111	
GROUP INSURANCE	10-6200-060	60,185	65,469	65,989	59,151	56,350	
RETIREMENT	10-6200-070	28,955	31,532	31,364	36,159	39,864	
TELEPHONE	10-6200-110	795	379	1,200	1,200	400	
POSTAGE	10-6200-111	0	0	0	0	0	
PRINTING	10-6200-120	0	0	0	0	0	
ELECTRIC	10-6200-130	37,496	36,470	46,000	40,000	40,000	
NATURAL GAS	10-6200-131	52,463	71,818	49,000	54,000	50,000	
TRAINING	10-6200-140	1,191	1,377	1,500	2,500	3,000	
MAINT & REPAIR BLDGS	10-6200-150	39,171	61,208	32,550	33,150	22,800	
PARK REPAIRS	10-6200-151	0	9,954	10,000	8,000	9,300	
MAINT & REPAIR EQUIPMENT	10-6200-160	14,425	15,435	15,950	16,850	16,500	(500)
MAINT & REPAIR AUTO	10-6200-170	1,481	329	1,200	1,000	1,000	
ADVERTISING	10-6200-260	416	500	500	1,000	1,500	
AUTO SUPPLIES GAS	10-6200-311	2,642	2,379	1,820	2,340	3,500	
AUTO SUPPLIES TIRES	10-6200-313	0	0	0	0	0	
AUTO SUPPLIES OIL	10-6200-314	0	33	240	240	240	
DEPT SUPPLIES & MATERIALS	10-6200-330	18,194	22,821	21,900	22,525	32,050	
CHEMICALS	10-6200-332	10,669	14,645	16,000	17,000	15,000	(2,000)
UNIFORMS	10-6200-360	381	628	1,000	1,000	1,500	
CONTRACTED SERVICES	10-6200-450	33,946	35,464	38,986	35,586	37,200	
WALDENSIAN FOOTRACE	10-6200-454	2,967	3,873	4,000	4,500	4,500	
SWIM TEAM	10-6200-480	1,377	491	1,500	2,000	2,500	
P F R CONCESSIONS	10-6200-481	24,276	27,200	24,000	25,000	33,000	
P F R OTHER	10-6200-484	9,795	8,488	8,000	8,000	9,000	
DUES AND SUBSCRIPTIONS	10-6200-530	3,226	2,065	5,000	4,045	3,545	
CAPITAL OUTLAY	10-6200-740	97,395	41,020	0	104,800	79,280	
DEBT SERVICE	10-6200-910	19,483	19,483	19,483	19,483	19,483	
<b>TOTAL</b>		<b>925,945</b>	<b>993,963</b>	<b>938,939</b>	<b>1,086,480</b>	<b>1,104,281</b>	<b>(2,500)</b>

**Recreation Revenue Forecast (INCLUDED WITH GENERAL FUND REVENUE)**

YOUTH SPORTS REGISTRATION FEES	10-3970-029	9,994	14,975	11,000	14,500	14,500	
COMMUNITY CENTER MEMBERSHIPS	10-3970-030	142,777	144,815	144,000	153,000	153,500	
COMMUNITY CENTER CONCESSIONS	10-3970-031	32,869	35,818	33,600	37,000	44,000	
SUMMER SWIM TEAM	10-3970-032	3,972	4,723	4,000	4,500	4,500	
BOWLING	10-3970-033	46,483	57,114	46,325	55,000	55,000	
VENDING	10-3970-034	1,181	1,097	1,000	1,200	1,200	
RECREATION CREDIT CARD FEES	10-3970-035	2,141	2,754	1,500	2,000	3,000	
WALDENSIAN FOOTRACE	10-3970-036	2,845	3,295	3,000	3,000	4,000	
MCGALLIARD FALLS CONCESSIONS	10-3970-038	4,193	3,422	2,500	4,000	4,000	
RECREATION MISC REV & PARK RENT	10-3970-039	29,800	30,520	32,000	32,000	32,000	
<b>TOTAL</b>		<b>276,255</b>	<b>298,533</b>	<b>278,925</b>	<b>306,200</b>	<b>315,700</b>	

**COMMUNITY AFFAIRS** Mr. Weichel discussed why the occupancy tax jumped up last year. Community Affairs Director Morrissa Angi reviewed the fee range of the Friday Night bands.

**2024-2025 Budget Allocation  
COMMUNITY AFFAIRS**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended	Manager Cuts
SALARIES & WAGES	10-6250-020	151,121	162,574	168,075	171,855	180,309	
OVER TIME PAY	10-6250-021	0	0	0	0	0	
PART-TIME PAY	10-6250-022	19,711	28,195	26,000	30,000	33,000	
PROFESSIONAL SERVICES	10-6250-040	0	0	1,380	1,380	1,380	
FICA TAX	10-6250-050	12,816	14,297	14,727	15,323	16,199	
GROUP INSURANCE	10-6250-060	28,221	36,658	36,910	32,994	35,323	
RETIREMENT	10-6250-070	17,124	19,633	20,248	21,985	24,417	
TELEPHONE	10-6250-110	0	0	0	100	0	
POSTAGE	10-6250-111	3,693	1,294	5,500	5,500	5,500	
PRINTING	10-6250-120	3,548	3,532	4,600	4,600	4,600	
ELECTRIC	10-6250-130	31,298	30,528	35,500	31,000	34,000	(2,000)
NATURAL GAS	10-6250-131	11,400	8,997	9,000	11,500	11,500	
TRAINING	10-6250-140	98	183	200	200	200	
MAINT. & REPAIR BLDGS	10-6250-150	24,702	26,752	22,000	24,900	25,000	
MAINT & REPAIR EQUIPMENT	10-6250-160	2,000	1,636	1,700	1,700	2,400	
MAINT & REPAIR AUTO	10-6250-170	0	0	0	0	200	
ADVERTISING	10-6250-260	6,486	6,024	7,000	8,000	8,000	
AUTO SUPPLIES - GAS	10-6250-311	0	0	0	0	300	
AUTO SUPPLIES - TIRES	10-6250-313	0	0	0	0	0	
AUTO SUPPLIES - OIL	10-6250-314	0	0	0	0	100	
DEPT SUPPLIES & MATERIAL	10-6250-330	7,905	5,942	6,400	6,600	7,000	
EVENT SUPPLIES & DÉCOR	10-6250-331	500	34,085	500	14,000	14,000	
CONCESSION STAND TRAILER	10-6250-332	2,884	3,488	3,500	4,000	4,000	
CONTRACTED SERVICES	10-6250-450	36,113	27,542	23,500	30,500	31,350	
CONT SERVICES ENTERTAINMENT	10-6250-452	90,111	82,667	84,000	86,000	92,475	
CONT SERVICES TOURISM	10-6250-453	462	216	500	500	500	
IT	10-6250-490	486	0	500	500	500	
DUE AND SUBSCRIPTIONS	10-6250-530	1,187	331	800	1,050	1,050	
WELLNESS	10-6250-572	6,409	6,132	7,000	7,000	7,000	
CAPITAL OUTLAY	10-6250-740	117,000	60,000	60,000	95,000	35,000	
BUILDING REUSE & FACADE	10-6250-920	2,500	5,000	5,000	5,000	5,000	
FESTIVAL	10-6250-922	19,999	20,894	20,000	28,700	29,200	
MAIN STREET PROGRAM	10-6250-924	3,000	2,992	3,000	3,000	3,000	
VALDESE TOURISM COMMISSION	10-6250-925	74,214	97,567	100,000	142,000	85,000	
<b>TOTAL</b>		<b>674,988</b>	<b>687,159</b>	<b>667,540</b>	<b>784,887</b>	<b>697,504</b>	<b>(2,000)</b>

**Community Affairs Revenue Forecast (INCLUDED WITH GENERAL FUND REVENUE)**

OCCUPANCY TAX	10-3200-000	66,648	89,978	110,000	152,000	95,000
ORS FACILITY RENTALS	10-3970-025	17,301	15,245	15,700	23,075	22,075
ORS AUDITORIUM & TICKET SALES	10-3970-026	52,041	54,995	50,000	54,000	58,000
ORS LEASES	10-3970-027	25,395	28,878	24,300	30,480	25,492
C.A. TOURS	10-3970-028	2,450	584	500	1,000	1,000
ORS FACILITY FEES	10-3970-126	2,261	1,744	1,500	2,000	2,000
TEACHERS COTTAGE RENTALS	10-3970-127	2,261	1,710	1,500	8,000	8,000
MERCHANDISE SALES	10-3970-128	2,261	103	1,500	2,000	2,000
C. A. CONCESSIONS	10-3970-129	3,131	2,177	3,500	3,500	3,000
FESTIVAL	10-3970-920	23,715	20,360	15,000	20,000	20,000
<b>TOTAL</b>		<b>197,464</b>	<b>215,774</b>	<b>223,500</b>	<b>296,055</b>	<b>236,567</b>

Mr. Weichel shared a snapshot of the major changes in the operating budget.

**EXHIBIT 7**

FY2024-25 Major Changes (> \$1,000) Operating Budget						
Department	Account	Item	Prior Budget	New Budget	Net Change	Notes
<b>Governing Board</b>						
	10.4100.020	Salaries	18,300	15,500	(2,800)	Stipend to one Councilmember not needed
	10.4100.060	Medical Insurance	53,689	45,608	(8,081)	Insurance to one Councilmember not needed
<b>Administration</b>						
	10.4200.020	Town Manager salary	110,377	140,000	29,623	
	10.4200.040	Attorney fees	40,000	120,000	80,000	Tripled amount of billable hours
	10.4200.060	Medical Insurance	45,774	48,608	2,834	
	10.4200.070	NC Retirement system mandated employer contribution	52,464	60,893	8,429	
	10.4200.110	Internet service provider	23,150	24,350	1,200	rate increase
	10.4200.130	Electricity - Duke energy	9,000	10,000	1,000	rate increase
	10.4200.490	Accounting/Payroll/PO/ AP/ Utility billing software	25,500	29,000	3,500	Increase of rates, takes advantage of off-site servers for cyber security
	10.4200.490	Exchange online email server + Advance Threat Protection annual	8,000	9,000	1,000	Outlook email and security
	10.4200.570	Burke County Board of Elections	1,500	7,000	5,500	Increase of fees
<b>Public Works Administration</b>						
	10.4250.060	Medical Insurance	17,818	18,663	845	
	10.4250.070	NC Retirement system mandated employer contribution	12,138	13,480	1,342	
	10.4250.450	Imaint - Web based work order program	2,700	5,000	2,300	
	10.4250.330	Supplies and Materials	1,000	3,000	2,000	
	10.4250.450	Fuel Master system annual fee *NEW*	-	2,500	2,500	
<b>Maintenance &amp; Grounds</b>						
	10.4350.021	Over time	5,222	6,266	1,044	Increase 10 hours per year per employee
	10.4350.060	Medical Insurance	34,652	37,110	2,458	
	10.4350.070	NC Retirement system mandated employer contribution	20,018	22,293	2,275	
					-	
<b>Planning</b>						
	10.4900.451	Property abatements	9,000	7,000	(2,000)	

At 12:30 pm, Council broke for lunch, and returned at 1:45 pm.

**GENERAL FUND OPERATING & CAPITAL SUMMARY** Mr. Weichel showed a summary and a detailed document of the 10-year Capital Improvement Plan (CIP). Mr. Weichel asked each Department Head to identify their FY24-25 CIP needs for FY 24-25.

Mr. Weichel reviewed the following CIP needs for FY24-25:

Administration / Town Hall

HVAC Units

\$20,000

**Reason for request:**

There are a total of eight HVAC units for Town Hall. These units are around 14 years old and beginning to fail. One failed unit was an emergency replacement in 2023. The other seven units need a replacement plan so this CIP budget will address two of these units that are beginning to have trouble. Repair costs are 70% of the cost of a new unit. Future CIP budgets will address the others.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Planning

Desktop Computer

\$2,000

**Reason for request:**

The Planning Department has requested a replacement due to age and poor performance. As a computer ages, the older processing hardware becomes slower and more unreliable. An older computer has inner components that wear out. This will cause the device to run more slowly over time and may also cause glitching.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Planning

Land Use Action Plan

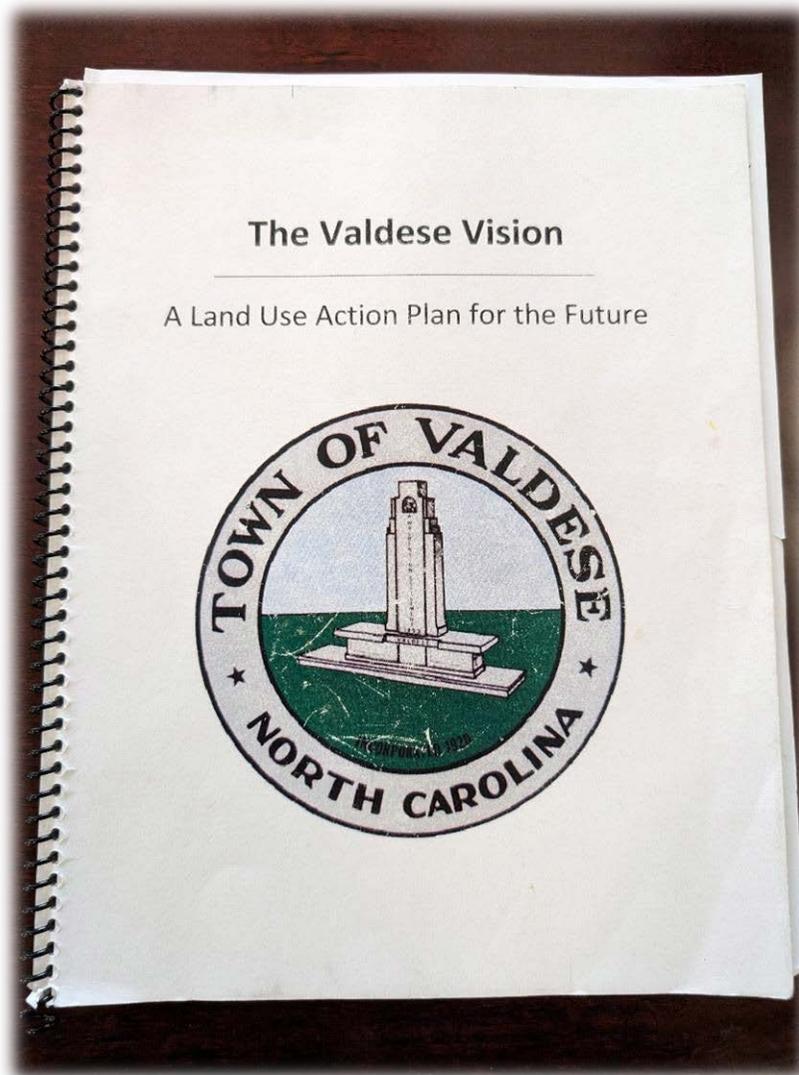
\$100,000

**Reason for request:**

The Valdese Vision - Land Use Plan meticulously details Valdese's overarching vision and addresses critical issues through strategic action planning. Its implementation strategies are designed to ensure that future land use decisions and development activities remain steadfastly aligned with the plan's recommended policies and actions.

The current plan is from 2014 and should be updated every 10 years.

**Photo of the existing capital item being replaced:**



Public Works Director Allen Hudson reviewed the following CIP needs for FY24-25:

Public Works Administration

Air Compressor

\$15,000 Reason

**for request:**

Originally installed in 2008, this unit is currently experiencing motor and tank issues. As we weigh the expenses of repairs against the investment in a new unit, the costs are beginning to align.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Public Works Administration

**Item:** Vehicle Lift

**Cost:** \$30,000

**Reason for request:**

The original installation of this lift dates back to 1993, and over time, it has become outdated. Unfortunately, finding replacement parts has become increasingly difficult. Our safety inspection company has repeatedly advised us to consider a replacement due to safety concerns arising from the lack of available parts for essential repairs.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Streets

Tractor with mowing attachment

\$60,000

**Reason for request:**

Replacing a 1987 model plagued by frequent engine malfunctions and recurring mower issues each year. This upgrade will equip our staff with state-of-the-art machinery for enhanced efficiency and performance.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Sanitation

**Item:** Roll-Off dumpster

**Cost:** \$6,000

**Reason for request:**

This item would significantly enhance our ability to serve citizens through our junk and construction debris service.

**Photo or rendering of the new capital item being requested (if none, leave blank):**



**Department:** Grounds Maintenance **Item:**

Ford F-150

\$46,000

**Reason for request:**

We're seeking an upgrade for our trusty 2012 F-150. After 14 years of faithful service, it's starting to grapple with transmission woes. Our goal is to uphold a replacement interval of a solid decade to ensure optimal resale value.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Grounds Maintenance

String Trimmers

\$1,500

**Reason for request:**

We typically replace four of these every three years due to their heavy usage during the mowing season; that's roughly the lifespan we've observed.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Grounds Maintenance

Backpack Blowers

\$1,500

**Reason for request:**

We regularly replace four units every three years to address wear and tear resulting from extensive use.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Police Chief Marc Sharpe reviewed the following CIP needs for FY24-25:

**Item:** Police Cruiser Unit 113

**Cost:** \$56,000

**Reason for request:**

Our current police cruiser (Unit 113) is a 2016 Dodge Charger with 111,447 miles on it. Aside from the obvious exterior wear and tear of the vehicle, we are having to repair unit 113 more than the rest of the fleet due to its age and mileage. We are replacing our fleet with Ford Explorers due to Dodge discontinuing the model Chargers. We are asking for a new 2024 Ford Explorer to replace this unit with. The 2024 Ford Explorer has been priced at approximately \$46,000. The additional \$10,000 requested is the cost to “outfit” the patrol vehicle. This will include interior partition with cage, in-car camera setup, push guard mount as well as decal striping; to make the vehicle patrol ready.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Fire Chief Truman Walton reviewed the following CIP needs for FY24-25:

Fire

Medical Response Unit Truck

\$75,000

**Reason for request:**

Our current medic truck is a 2004 Ford F-350 Dually with a 6.0L diesel engine. The truck is 20 years old and is owned by Burke County. The proposed new truck would be a Chevrolet 2500 with a 6.6L gas engine. It would get better fuel economy and the cost of maintenance would be less than that of the diesel engine. It would not be a dually and could more easily navigate tight spaces. **Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Community Affairs Director Morrissa Angi reviewed the following CIP needs for FY24-25:

Community Affairs

**Item:** Clock Tower Stucco Repair

**Cost:** \$15,000

**Reason for request:**

In the 2023-2024 budget, repairs have been made to the internal components of the clock tower. The exterior of the clock tower also needs to be addressed. The stucco is damaged from birds, - where they have bored holes and nested around the upper portion. These holes allow bird waste to reach the interior. The cost also includes painting. The stucco repairs will help protect the new internal components.

**Photo of the existing capital item being replaced (if none, leave blank):**



Community Affairs

Old Rock School Fencing

\$20,000

**Reason for request:**

The fencing around the Old Rock School and Temple Field needs replacement. The cost quoted includes fencing along the west side parking lot and the rock wall from the west rear corner of the Old Rock School to Temple Field Stage. The fencing has excessive rust, and sharp areas, and is no longer stable. This investment would improve the visual aesthetics of the area and also address safety concerns.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Parks & Recreation Director David Andersen reviewed the following CIP needs for FY24-25:

Parks & Recreation

Fitness Center Equipment

\$10,000

**Reason for request:**

A significant portion of the fitness center's equipment is outdated and requires replacement. Our aim is to introduce new equipment on an annual basis to enhance the user experience. This is an ongoing initiative that we are committed to fulfilling.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Parks & Recreation

Bowling Alley Party Room Floor Covering

\$4,942

**Reason for request:**

Replacing the carpet with vinyl flooring not only simplifies maintenance but also enhances the aesthetic appeal of the party room. We'll ensure consistency by using the same high-quality product found throughout the rest of the Community Center.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Parks & Recreation

Bowling Lane Cutting

\$15,680

**Reason for request:**

To enhance gameplay and reduce the risk of ball damage, wooden bowling lanes necessitate periodic cutting. As far as I am aware, our lanes have not undergone cutting procedures since 2011. It is recommended that we consider this action, especially if we are planning to install synthetic decks. Doing so will enable us to achieve a smooth transition from the wooden lanes to the pin decks.

**Photo of the existing capital item being replaced (if none, leave blank):**



Parks & Recreation

Synthetic Pin Decks for Bowling Lanes

\$25,600

**Reason for request:**

After 63 years of wear and tear, the current pin decks are in a state of disrepair. Upgrading to synthetic decks promises to not only alleviate future maintenance concerns but also safeguard against potential ball damage, ultimately enhancing the overall bowling experience for our patrons.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Parks & Recreation

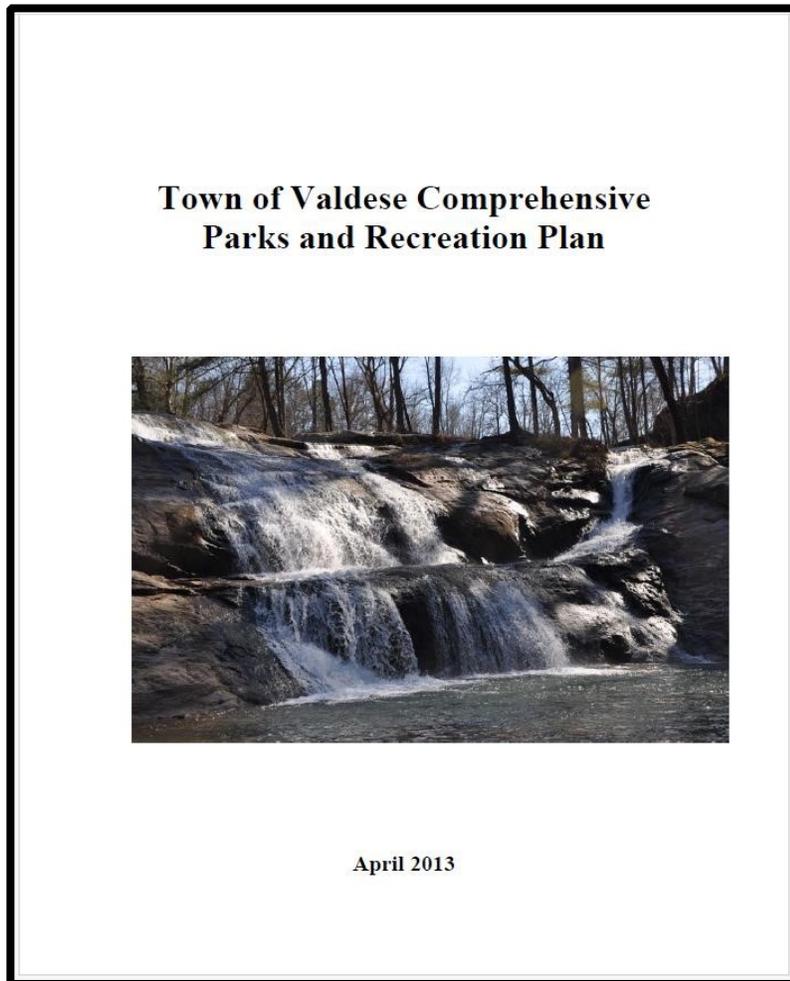
10-Year Comprehensive Plan

\$23,000

**Reason for request:**

The 2013 plan has reached its expiration, prompting the necessity for a fresh approach that incorporates current citizen input and priorities. Additionally, this new plan will play a crucial role in securing grant funding for upcoming parks and recreation projects.

**Photo of the existing capital item being replaced (if none, leave blank):**



Mr. Weichel shared a summary page broken down to operating expenses and capital expenses.

## EXHIBIT 10

FY2024-25 Capital Budget Increase (Decrease) Over Prior Year				
Department	Account	Prior Budget	New Budget	Net Change
<b>Administration / Town Hall</b>				
	10.4200.740	20,000	22,000	2,000
<b>Public Works Administration</b>				
	10.4250.740	41,000	45,000	4,000
<b>Maintenance &amp; Grounds</b>				
	10.4350.740	-	49,000	49,000
<b>Planning</b>				
	10.4900.740	3,000	100,000	97,000
<b>Streets</b>				
	10.5600.740	-	60,000	60,000
<b>Sanitation</b>				
	10.5800.740	165,000	6,000	(159,000)
<b>Police</b>				
	10.5100.740	45,000	56,000	11,000
<b>Fire</b>				
	10.5300.740	-	75,000	75,000
<b>Recreation</b>				
	10.6200.740	104,800	79,280	(25,520)
<b>Community Affairs</b>				
	10.6250.740	95,000	35,000	(60,000)
<b>General Fund Total</b>		473,800	527,280	53,480

**EXHIBIT 11**

**2024-2025 Budget  
General Fund Summary**

**OPERATING BUDGET**

Department	FY22-23 Budget	FY23-24 Budget	FY24-25 Recommended
GOVERNING BODY	82,835	76,989	65,394
ADMINISTRATION	1,139,938	1,199,605	1,367,095
PUBLIC WORKS ADMIN	193,523	195,689	208,200
MAINTENANCE & GROUNDS	261,432	283,573	297,463
PLANNING	66,944	127,144	126,935
POLICE	1,210,334	1,295,208	1,323,832
FIRE	972,961	1,211,715	1,243,553
STREET	408,041	643,820	669,473
POWELL BILL	146,300	146,300	166,300
SANITATION	335,472	368,199	382,886
RECREATION	938,939	981,680	1,025,001
COMMUNITY AFFAIRS	607,540	689,887	662,504
<b>Operating</b>	<b>6,364,259</b>	<b>7,219,809</b>	<b>7,538,636</b>

**CAPITAL BUDGET**

GOVERNING BODY	23,000	0	0
ADMINISTRATION	2,000	20,000	22,000
PUBLIC WORKS ADMIN	20,000	41,000	45,000
MAINTENANCE & GROUNDS	0	0	49,000
PLANNING	16,000	3,000	100,000
POLICE	45,000	45,000	56,000
FIRE	175,000	0	75,000
STREET	32,000	0	60,000
SANITATION	32,000	165,000	6,000
RECREATION	0	104,800	79,280
COMMUNITY AFFAIRS	60,000	95,000	35,000
<b>Capital</b>	<b>405,000</b>	<b>473,800</b>	<b>527,280</b>

<b>TOTAL EXPENDITURES</b>	<b>6,769,259</b>	<b>7,693,609</b>	<b>8,065,916</b>
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<b>TOTAL REVENUES</b>	<b>7,501,747</b>
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difference: (564,169)

**GENERAL FUND IDENTIFIED BUDGET SOLUTIONS** Mr. Weichel shared that staff along with the manager identified items that we can remove that will not affect our operations. Mr. Weichel also shared options of new revenues that the Town can implement for Council's consideration.

## Why are Expenditures \$564,000 more than Revenue?

Operational increases over FY23-24 due to cost of services, products, equipment, etc.	155,000
Cost of Living Adjustment 5%	134,000
Retirement increase of 0.75% and 1.00% for Law Enforcement	21,000
Health Insurance Increase 3.70%	9,000
Capital requests increase over FY 23-24	53,000
Decrease of Revenue compared to prior budget	192,000
	<b>564,000</b>

**EXHIBIT 13**

GENERAL FUND Non Operating Budget Cut Options			
Department	Account	Amount	Notes
Administration	10.4200.450	(10,000)	Burke Transit/Greenway
Governing Board	10.4100.060	(45,608)	Council Medical Insurance
Administration	10.4200.930	(40,000)	Burke County Library
Administration	10.4200.450	(1,500)	Troop 192 Flag Placement
Administration	10.4200.450	(3,500)	Burke County REACT Annual Support
Administration	10.4200.020	(6,000)	Town Manager travel allowance
Fire	10.5300.720	(324,000)	Transfer to Public Safety project (future debt payment + 83k ABC revenue = \$407k)
Streets	10.5600.900	(225,000)	Transfer to Street Paving fund
Recreation	multiple	(90,000)	Winter Pool closure (open Late May to Early September)
Recreation	multiple	(73,000)	ADD Summer Pool Closure (Total Pool Closure)
Recreation	multiple	(6,000)	Tiger Gym decommission
Community Affairs	10.6250.331	(7,500)	Christmas Decorations
Community Affairs	10.6250.920	(5,000)	Main Street Façade Grant program
Community Affairs	10.6250.452	(10,000)	Family Friday Nights - Reduced Season in Future Years
Community Affairs	10.6250.452	(2,400)	Bouncy Houses at Spring Craft show, Family Friday Night kickoff and finale
Community Affairs	10.6250.450	(12,500)	Fireworks contract - Independence day
Community Affairs	10.6250.922	(6,500)	Fire works contract - Festival
Community Affairs	10.6250.452	(2,500)	Cancel small events Leprechaun Hunt, Easter Egg Hunt, Grateful Gobbler, Mingle with Kris Kringle
Community Affairs	10.6250.260	(8,000)	Local advertising (radio, print, etc - for local events parade, tree lighting etc.)
		<b>(879,008)</b>	
GENERAL FUND Revenue Increase Options			
	Amount		Notes
Trash / Recycle Fee	40,000		Increase of \$2.00 per month ; current revenues \$44,000 less than what we will pay Republic
Vehicle Fee through DMV	120,000		estimate 4,300 vehicles in Valdese. (80,219 in Burke County)
Christmas Parade entry fees	3,000		no current fee for entry
OCP rental fee @ ORS	6,000		Rental fee for OCP use of ORS auditorium for shows only at non-profit rental rate
RSFA lease for Galleries & Studio	4,600		Charge annually at current non-profit rate charged to Railroad Museum
Recreation outside membership fee	1,200		Increase of outside membership gap from 33% to 35%
ABC Store distributions	83,000		Currently being deposited into Public Safety Building project fund
		<b>257,800</b>	

At 2:36 p.m., Mayor Watts closed the meeting and continued it to Day 2. Councilwoman Lowman made a motion to continue the meeting, Councilman Mears seconded. The vote was unanimous.

**DAY 2 CONTINUED – APRIL 16, 2024**

**CALL TO ORDER** At 9:00 a.m., Mayor Watts continued the meeting.

Councilman Harvey shared a recap with the Council members:

**EXHIBIT 0**

**RECAP OF DAY 1 – APRIL 2024 VALDESE BUDGET WORKSHOP**

***WHAT DID WE LEARN?***

- Bo Weichel put a tremendous amount of work into gathering and organizing a tremendous amount of information – clearly an order of magnitude beyond any other contributor.
- The format was superior to that used in prior March, 2-day workshops.
- Regrettably, the department head approach was virtually unchanged.

***WHAT ARE THE BIG “KNOWS” AND “NOT KNOWNs”?***

*Focusing on a few key examples...*

1) **Know**: Staff recommends a FY 24-25 DEFICIT OF \$564,000, as compared to the FY 23-24 deficit of \$238,000 presented to the council last April.

**Don't Know**: One – not one – example of any town operation that has been rethought, innovated, or modified to comply with council guidelines – no examples of doing more for less, shifting the burden of Valdese taxpayers to nonresidents, or new sources of revenue.

2) **Don't Know** the big one – “YTD” – where the operational and capital improvement draws on the revenue and reserve fund stand at FY 23-24 month 9.

3) **Don't Know** – the 2<sup>nd</sup> big one – FY 24-25 Personnel Plans.

4) **Don't Know**: FY 23-24 Repaving Plan – specifically, what is the amount allocated to date?

**Comment**: the “Paving Committee” has not met, nor received any information.

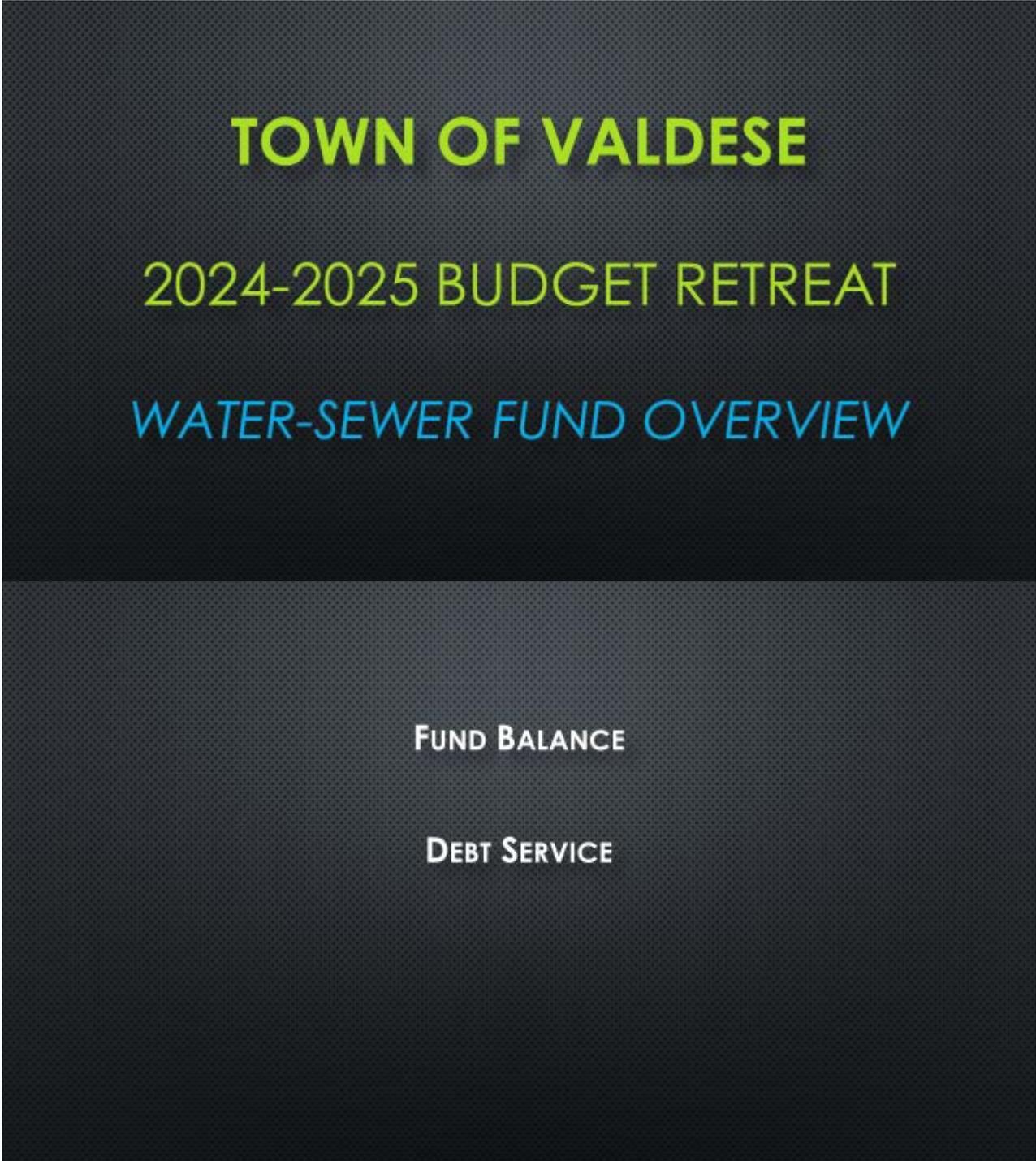
5) **Know**: our employees deserve and have one of the finest health insurance programs that is available; available to their children but not to spouses or to part-time employees.

**Don't Know**: when, how, or why the precedent was established that the mayor and council members, many of whom are retired and covered by Medicare and state retirement health plans deserve to have their health insurance coverage replaced by the employee group “platinum” health insurance plan.

6) **Know**: all community service requires personal sacrifice of time; council service requires so much time that Valdese and many towns grant an honorarium to council members.

**Don't Know**: What is a fair and reasonable amount? Is \$2800/council member and \$4300/mayor too little? What should the amount be?

**UTILITY FUND OVERVIEW** Assistant Town Manager/CFO Bo Weichel provided an overview of the Town's utility fund balance, debt services, and budget challenges. Mr. Weichel shared that the unassigned fund balance for last year was in the amount of \$4,249,010, with a 69% fund balance percentage of expenditures. Mr. Weichel identified items that will affect this year's fund balance.



# FUND BALANCE

## WATER SEWER FUND

WHERE DID WE END ON JUNE 30TH?

- UNRESTRICTED FUND BALANCE WAS \$ 4,249,010
- FUND BALANCE PERCENTAGE 69% OF EXPENDITURES

# WATER SEWER FUND

## WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- FUND BALANCE APPROPRIATIONS **\$46,985**

Pineburr Sewer Replacement	46,985
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- NEW TAP AND CONNECTION FEES **\$62,000**
- WATER REVENUE FOR RESIDENTIAL, COMMERCIAL, & INDUSTRIAL IS SLIGHTLY TRENDING UP IN USAGE.

DEBT

TOWN OF VALDESE			
Utility Fund Debt			
	Annual Payment	Balance Remaining	Years Remaining
Inflow & Infiltration (SRF)	14,317	156,560	12
Settings - Water & Sewer (USDA)	67,118	1,592,163	24
St Germaine Water Line (SRF)	8,626	129,383	15
Water Meter AMI (SRF)	88,112	1,409,790	17
Water System Improvements (SRF)	23,328	373,238	16
Main St. Waterline Replacement (SRF)	70,704	1,201,958	17
Bleach Conversion-Water Plant (SRF)	31,453	534,697	17
FY 2022 Vehicles/Equipment (Truist)	14,610	29,219	2
Water Plant Upgrades MCC (SRF)	39,871	717,662	18
<b>Vector Truck (PROPOSED BUDGET)</b>	<b>88,000</b>	<b>440,000</b>	<b>5</b>
<b>TOTAL</b>	<b>446,139</b>	<b>6,584,670</b>	
<b>Operating Debt Ratio</b>	<b>7.96%</b>		

Debt Service Schedule (Utility Fund)

EXHIBIT B

UTILITY FUND	W&S Const I&I	Water System Improvements	W/S Settings GO Bond (USDA)	Water Meter AMI	St Germaine Water Line	Main St. Water Line Replacement	Water Plant Bleach Conversion	FY21-22 Vehicles/Equip 8120 (TRUIST)	Water Plant Upgrades MCC	Total	Reduction
FY	CS370396-08	H-SRF-F-19-1933		H-SRP-D-17-0096	H-LRX-F-18-1924	H-LRX-F-19-1955	H-SRP-D-18-0163		H-SRP-D-17-0151		
25	14,316.61	23,327.35	67,117.50	88,111.85	8,625.50	70,703.40	31,452.75	14,609.52	39,870.10	358,134.58	
26	14,085.69	23,327.35	67,055.00	88,111.85	8,625.50	70,703.40	31,452.75	14,609.52	39,870.10	357,841.16	293.42
27	13,854.79	23,327.35	66,990.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,895.74	14,945.42
28	13,623.87	23,327.35	66,802.50	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,517.32	378.42
29	13,392.95	23,327.35	67,612.50	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	343,096.40	-579.08
30	13,162.05	23,327.35	67,337.50	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,590.50	505.90
31	12,931.13	23,327.35	67,020.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,042.08	548.42
32	12,700.21	23,327.35	67,660.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,451.16	-409.08
33	12,469.31	23,327.35	67,215.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	341,775.26	675.90
34	12,238.39	23,327.35	67,727.50	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	342,056.84	-281.58
35	12,007.47	23,327.35	67,155.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	341,253.42	803.42
36	11,776.57	23,327.35	67,540.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	341,407.52	-154.10
37		23,327.35	66,840.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	328,930.95	12,476.57
38		23,327.35	67,097.50	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	329,188.45	-257.50
39		23,327.35	67,270.00	88,111.85	8,625.50	70,703.40	31,452.75		39,870.10	329,360.95	-172.50
40		23,327.35	67,357.50	88,111.85		70,703.40	31,452.75		39,870.10	320,822.95	8,538.00
41			67,360.00			70,703.40	31,452.75		39,870.10	209,386.25	111,436.70
42			67,277.50							107,147.60	102,238.65
43			67,110.00							67,110.00	40,037.60
44			66,857.50							66,857.50	252.50
45			65,520.00							65,520.00	1,337.50
46			63,140.00							63,140.00	2,380.00
47			60,760.00							60,760.00	2,380.00
48			58,380.00							58,380.00	2,380.00
49											
50											
51											
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Total	156,559.04	373,237.60	1,592,162.50	1,409,789.60	129,382.50	1,201,957.80	534,696.75	29,219.04	717,661.80	6,144,666.63	

**REVENUES** Mr. Weichel reviewed the Utility Fund revenues and said it mainly consists of water/sewer sales.

**EXHIBIT C**

2024-2025 Budget Allocation						
UTILITY FUND REVENUES						
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
INTEREST ON INVESTMENTS	30-3290-000	1,336	31,284	300	5,000	20,000
RENTS	30-3310-000	2,150	600	1,800	1,800	0
OTHERS	30-3350-030	474	316	0	0	0
UTILITY BILL PENALTIES	30-3350-040	61,013	88,292	51,000	51,000	60,000
WATER CHARGES - RES	30-3710-010	2,565,350	2,686,594	2,450,000	2,677,500	3,199,613
WATER CHARGES - COMM	30-3710-011	275,531	300,218	262,000	294,000	302,820
WATER CHARGES - IND	30-3710-012	471,762	437,782	450,000	479,520	493,906
WASTE WATER CHARGES	30-3710-020	1,159,053	1,117,156	1,199,950	1,199,950	1,499,276
LONG TERM MONITORING	30-3710-021	18,900	18,900	18,500	18,500	18,900
SPRINKLER SERVICE CHARGES	30-3710-030	0	0	0	0	0
TAP & CONNECTION FEES	30-3730-000	53,130	70,910	10,000	10,000	40,000
RECONNECTION FEES	30-3750-000	14,641	90,072	15,000	35,000	60,000
TOWN OF DREXEL	30-3810-020	177,328	227,257	175,000	216,000	222,480
BURKE CNTY-E BURKE SYST-WW	30-3810-030	110,486	172,260	108,000	116,640	120,139
BURKE COUNTY WATER	30-3810-032	92,670	116,677	94,000	108,000	111,240
RC WATER CORP	30-3810-040	222,420	237,839	188,490	232,200	239,166
RC WW	30-3810-042	17,504	18,744	13,890	16,500	17,000
ICARD WATER CORP	30-3810-070	144,773	145,326	128,400	128,400	132,000
CONNELLY SPRINGS MAINT	30-3810-080	11,500	11,500	23,000	23,000	23,000
TRANSFER FROM CAPITAL RESERVE	30-3970-700	260,000	593,548	375,000	0	0
PROCEEDS FROM FINANCING	30-3970-812	27,935	0	0	0	356,000
FUND BALANCE-APPROPRIATED	30-3990-000	-15,708	242,129	110,911	68,988	0
<b>TOTAL</b>		<b>5,672,248</b>	<b>6,607,404</b>	<b>5,675,241</b>	<b>5,681,998</b>	<b>6,915,539</b>

**WATER TREATMENT PLANT** Mr. Weichel said the biggest change was the Duke Energy line due to the increase in rates. Mr. Weichel noted that chemicals are a big expense also with an increase. Councilman Harvey asked how many employees are at the Water Plant. Mr. Weichel said we have nine employees, which includes the Water Resources Director and Superintendent. Councilman Harvey wondered if there was a replacement plan for the Water Resources Director and asked if that position should be filled. Councilman Harvey would like to put that on the May agenda for review.

**EXHIBIT D**

2024-2025 Budget Allocation						
WATER PLANT						
Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
SALARIES & WAGES	30-8100-020	379,274	405,013	401,392	423,871	441,661
OVER TIME PAY	30-8100-021	3,640	606	3,000	3,000	3,000
PART TIME PAY	30-8100-022	0	0	0	0	0
PROFESSIONAL SERVICES	30-8100-040	3,364	9,861	11,500	11,500	11,500
FICA TAX	30-8100-050	28,368	30,275	30,817	32,536	33,897
GROUP INSURANCE	30-8100-060	74,197	87,635	88,210	79,442	84,638
RETIREMENT	30-8100-070	43,453	49,070	48,984	54,908	60,528
TELEPHONE & INTERNET	30-8100-110	1,078	1,209	1,400	1,300	1,300
ELECTRIC	30-8100-130	210,071	253,864	220,008	275,892	300,892
FUEL OIL	30-8100-132	4,451	787	5,000	5,000	5,000
TRAINING	30-8100-140	2,203	1,608	2,000	2,500	3,500
MAINT & REPAIR BLDGS	30-8100-150	32,981	18,219	29,270	29,270	29,270
MAINT. & REPAIR EQUIPMENT	30-8100-160	91,150	240,977	29,000	29,000	29,000
MAINT. & REPAIR AUTO & TRUCKS	30-8100-170	588	671	680	680	680
ADVERTISING	30-8100-260	0	0	600	600	600
AUTO SUPPLIES GAS	30-8100-311	4,271	2,500	2,500	4,500	4,000
AUTO SUPPLIES DIESEL	30-8100-312	94	529	1,000	400	400
AUTO SUPPLIES TIRES	30-8100-313	0	618	625	625	625
AUTO SUPPLIES OIL	30-8100-314	150	100	162	162	162
DEPT SUPPLIES & MATERIALS	30-8100-330	2,075	3,073	3,400	3,400	3,400
CHEMICALS	30-8100-332	76,202	185,755	78,500	198,900	236,400
LAB SUPPLIES	30-8100-333	16,114	16,663	18,500	18,500	23,000
WATER TESTING-PROFESSIONAL	30-8100-334	9,704	9,994	11,900	11,900	15,900
UNIFORMS	30-8100-360	6,981	3,312	3,328	5,200	5,200
CONTRACTED SERVICES	30-8100-450	3,214	5,121	5,040	6,540	6,540
IT	30-8100-490	0	4,795	4,800	500	500
DUES AND SUBSCRIPTIONS	30-8100-530	9,989	10,280	10,424	10,064	10,164
INSURANCE AND BONDS	30-8100-540	24,137	24,342	24,342	24,342	27,000
MISCELLANEOUS EXPENSE	30-8100-570	0	0	0	0	0
SAFETY	30-8100-572	3,132	3,394	3,400	3,000	3,000
CAPITAL OUTLAY	30-8100-740	65,457	12,835	400,000	76,000	231,600
DEBT SERVICE	30-8100-910	31,453	71,322	73,414	71,324	71,324
PRO RATA	30-8100-920	550,000	549,999	550,000	550,000	550,000
VEDIC	30-8100-930	12,500	12,500	12,500	12,500	12,500
ECONOMIC DEVELOPMENT BPED	30-8100-931	9,904	10,894	10,894	10,894	12,012
ECONOMIC GRANTS	30-8100-935	0	0	0	0	0
CONTINGENCY	30-8100-990	221,000	221,000	221,000	221,000	221,000
<b>TOTAL</b>		<b>1,921,195</b>	<b>2,248,821</b>	<b>2,307,590</b>	<b>2,179,250</b>	<b>2,440,193</b>

**WASTEWATER TREATMENT PLANT** Mr. Weichel shared that we have new equipment in the budget for a new PPA system to disinfectant.

**2024-2025 Budget Allocation  
WASTE WATER PLANT**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
SALARIES & WAGES	30-8110-020	365,324	372,655	395,009	396,842	404,191
OVER TIME PAY	30-8110-021	0	0	0	0	0
PART TIME PAY	30-8110-022	0	0	0	0	0
PROFESSIONAL SERVICES	30-8110-040	0	0	2,500	2,500	2,500
FICA TAX	30-8110-050	26,927	27,601	30,099	30,239	30,801
GROUP INSURANCE	30-8110-060	78,633	86,418	87,814	85,332	90,917
RETIREMENT	30-8110-070	41,510	45,120	47,843	51,031	54,999
TELEPHONE & INTERNET	30-8110-110	2,992	3,536	3,264	3,264	3,600
ELECTRIC	30-8110-130	141,621	166,398	225,000	225,000	225,000
FUEL OIL	30-8110-132	6,432	4,233	7,500	7,500	7,500
TRAINING	30-8110-140	2,294	3,664	4,925	4,925	4,925
MAINT. & REPAIR BLDGS	30-8110-150	94,030	109,150	110,000	110,000	110,000
MAINT. & REPAIR EQUIPMENT	30-8110-160	11,895	11,079	12,000	12,000	12,000
MAINT. & REPAIR AUTO	30-8110-170	597	1,653	2,090	2,090	2,100
ADVERTISING	30-8110-260	0	0	100	100	100
AUTO SUPPLIES GAS	30-8110-311	4,222	3,587	5,670	5,670	5,000
AUTO SUPPLIES DIESEL	30-8110-312	0	0	0	0	0
AUTO SUPPLIES TIRES	30-8110-313	469	0	2,900	2,900	1,900
AUTO SUPPLIES OIL	30-8110-314	0	222	750	750	750
DEPT. SUPPLIES & MATERIALS	30-8110-330	11,837	11,871	12,000	12,000	12,000
CHEMICALS	30-8110-332	57,577	55,804	77,318	77,318	107,718
LAB SUPPLIES	30-8110-333	8,989	12,000	12,000	12,000	12,000
WOOD CHIPS	30-8110-336	61,000	40,500	51,000	51,000	51,000
UNIFORMS	30-8110-360	3,530	3,695	3,750	3,750	3,750
CONTRACTED SERVICES	30-8110-450	12,244	11,513	13,860	14,160	28,840
IT	30-8110-490	0	0	500	500	500
LONG TERM MONITORING	30-8110-500	17,737	18,448	18,500	21,000	21,000
DUES AND SUBSCRIPTIONS	30-8110-530	7,960	8,390	8,670	10,381	14,521
INSURANCE AND BONDS	30-8110-540	24,040	28,000	28,000	28,000	32,000
MISCELLANEOUS EXPENSE	30-8110-570	0	0	0	0	0
SAFETY	30-8110-572	1,261	2,233	2,500	2,500	2,500
CAPITAL OUTLAY	30-8110-740	209,903	199,882	364,600	175,000	404,500
DEBT SERVICE	30-8110-910	0	0	0	0	0
PRO RATA	30-8110-920	550,000	549,999	550,000	550,000	550,000
VEDIC	30-8110-930	12,500	12,500	12,500	12,500	12,500
ECONOMIC DEV BPED	30-8110-931	10,272	11,630	11,630	11,630	12,747
<b>TOTAL</b>		<b>1,765,796</b>	<b>1,801,781</b>	<b>2,104,292</b>	<b>1,921,882</b>	<b>2,221,859</b>

**COLLECTIONS & DISTRIBUTION SYSTEM** Mr. Weichel noted that the biggest change is a proposed capital item requested which will be reviewed later today. Mr. Weichel noted that the requested capital outlay item, part of the amount is the cash for the item to purchase and the other half of that is located in the debt service. Mr. Weichel said we would get the money from the bank but then we will have a debt payment, which is part of the debt schedule we reviewed earlier.

**2024-2025 Budget Allocation**  
**WATER SEWER CONSTRUCTION**

Line Item Description	Account Code	2021-22 Actual	2022-23 Actual	2022-23 Budget	2023-24 Budget	2024-25 Recommended
SALARIES & WAGES	30-8120-020	322,592	367,212	382,276	399,296	427,719
OVER TIME PAY	30-8120-021	10,973	8,596	18,030	19,400	24,400
PART TIME PAY	30-8120-022	0	780	0	0	23,400
PROFESSIONAL SERVICES	30-8120-040	39,922	66,061	76,996	77,727	77,877
HEALTH REIMBURSEMENT (HRA)	30-8120-041	0	0	0	27,700	29,000
FICA TAX	30-8120-050	24,889	28,111	30,265	31,672	36,019
GROUP INSURANCE	30-8120-060	78,681	87,430	95,164	79,118	84,074
RETIREMENT	30-8120-070	36,691	44,016	46,387	51,623	58,935
TELEPHONE & INTERNET	30-8120-110	2,485	2,661	2,700	2,700	2,700
POSTAGE	30-8120-111	0	373	510	650	650
PRINTING	30-8120-120	105	1,472	1,481	1,500	1,500
ELECTRIC	30-8120-130	18,305	17,552	20,088	20,088	22,080
NATURAL GAS	30-8120-131	0	0	0	0	0
TRAINING	30-8120-140	2,958	1,957	2,970	6,370	6,570
MAINT. & REPAIR BLDGS	30-8120-150	22,441	40,416	43,250	44,500	46,750
MAINT. & REPAIR EQUIPMENT	30-8120-160	9,742	10,632	10,650	10,650	10,650
MAINT & REPAIR AUTO	30-8120-170	3,623	3,667	3,693	3,693	3,693
ADVERTISING	30-8120-260	0	52	100	100	100
AUTO SUPPLIES GAS	30-8120-311	8,223	8,762	8,763	13,500	13,500
AUTO SUPPLIES DIESEL	30-8120-312	3,620	6,551	3,668	3,668	5,000
AUTO SUPPLIES TIRES	30-8120-313	5,200	3,844	5,200	5,200	4,200
AUTO SUPPLIES OIL	30-8120-314	718	2,037	2,180	2,180	2,180
DEPT. SUPPLIES & MATERIALS	30-8120-330	69,818	65,847	68,902	80,514	86,664
METERS	30-8120-331	951	8,000	8,000	10,000	30,000
CHEMICALS	30-8120-332	1,250	595	1,700	1,700	2,100
UNIFORMS	30-8120-360	2,079	3,328	3,328	3,328	3,328
CONTRACTED SERVICES	30-8120-450	79,055	79,232	102,063	106,103	155,073
IT	30-8120-490	0	0	1,000	1,000	1,000
DUES AND SUBSCRIPTIONS	30-8120-530	2,275	2,200	5,449	5,449	5,849
INSURANCE AND BONDS	30-8120-540	24,628	28,533	28,612	28,612	31,000
MISCELLANEOUS EXPENSE	30-8120-570	0	0	0	0	0
SAFETY	30-8120-572	254	1,743	2,660	3,060	5,060
CAPITAL OUTLAY	30-8120-740	154,213	58,283	0	252,700	677,600
DEBT SERVICE	30-8120-910	290,597	287,271	287,274	287,066	374,815
<b>TOTAL</b>		<b>1,216,288</b>	<b>1,237,214</b>	<b>1,263,359</b>	<b>1,580,867</b>	<b>2,253,486</b>

EXHIBIT E

FY2024-25 Major Changes (> \$1,000) Operating Budget						
Department	Account	Item	Prior Budget	New Budget	Net Change	Notes
Water Sewer Construction	30.8120.021	Over time	19,400	24,400	5,000	to cover more frequent after hours water breaks due to age of infrastructure
	30.8120.060	Medical Insurance	79,118	84,074	4,956	
	30.8120.070	NC Retirement system mandated employer contribution	51,625	58,935	7,312	
	30.8120.130	Pump stations and tanks - Duke energy	20,088	22,080	1,992	energy rate increase
	30.8120.150	Septic tank pumping	7,500	8,750	1,250	Increase cost of pumping septic tanks for citizens
	30.8120.150	Clearing right-of-ways	1,000	2,000	1,000	
	30.8120.312	Diesel fuel	3,668	5,000	1,332	Increase fuel costs / under budgeted
	30.8120.313	Auto Tires	5,200	4,200	(1,000)	
	30.8120.330	Pipe and service tubing	7,000	10,000	3,000	
	30.8120.330	Gravel	12,000	15,000	3,000	Per tonnage cost increase
	30.8120.450	Print and mail utility bills	37,000	42,000	5,000	two postage increases
	30.8120.450	IVR phone payment system *NEW*	-	1,800	1,800	allows customers to pay utility payment by phone while keep card data safe
	30.8120.450	Mueller past services billing *one-time* expense	-	41,000	41,000	Meter system online services annual fee for FY22 & FY23 delayed billing
30.8120.572	Safety gear	-	2,000	2,000	replace with new gear	
Water Plant	30.8100.060	Medical Insurance	79,442	84,638	5,196	
	30.8100.070	NC Retirement system mandated employer contribution	54,908	60,528	5,620	
	30.8100.130	Electric - Duke Energy	275,892	300,892	25,000	energy rate increase
	30.8100.140	Conference *NEW*	2,500	3,500	1,000	Operator State Conference annually
	30.8100.332	Chemicals	198,900	236,400	37,500	price increases on Caustic, Alum, & Phosphate
	30.8100.333	Lab supplies	18,500	23,000	4,500	new laboratory spectrophotometer
	30.8100.334	UCMRS testing	1,000	5,000	4,000	additional testing requirement
Waste Water Plant	30.8110.060	Medical Insurance	85,332	90,917	5,585	
	30.8110.070	NC Retirement system mandated employer contribution	51,031	54,999	3,968	
	30.8110.313	Tires for F350 removed	1,000	-	(1,000)	replaced tires during FY24
	30.8110.332	Chemicals	77,318	107,718	30,400	rates of PAA for disinfection increase
	30.8110.450	Cintas towel service *NEW*	-	2,280	2,280	moved from line 150
	30.8110.450	PAA equipment lease *NEW*	-	14,400	14,400	disinfection equipment to replace old chlorine disinfection process
	30.8110.530	DEQ Stormwater certification	860	4,200	3,340	Fee increases based on DEQ schedule of fees
	30.8110.530	DEQ Annual NPDES Permit fee	3,440	4,625	1,185	Fee increases based on DEQ schedule of fees

**CAPITAL BUDGET CHANGES** Mr. Weichel reviewed an overview of the capital budget changes.

EXHIBIT F

FY2024-25 Capital Budget Increase (Decrease) Over Prior Year				
Department	Account	Prior Budget	New Budget	Net Change
<b>Waste Water Plant</b>				
	30.8110.740	175,000	404,500	229,500
<b>Water Plant</b>				
	30.8100.740	76,000	231,600	155,600
<b>Water Sewer Construction</b>				
	30.8120.740	252,700	677,600	424,900
<b>Utility Fund Total</b>		<b>503,700</b>	<b>1,313,700</b>	<b>810,000</b>

**CAPITAL NEEDS** Mr. Weichel asked each Department Head to identify their FY24-25 CIP needs for FY 24-25.

Water Treatment Plant Superintendent Eric Wilson reviewed the following CIP needs for FY24-25:

Water Treatment Plant

Valves and Electronic Valve Operators

\$100,000

**Reason for request:**

This request is to upgrade outdated air actuated valve operators dating back to the 1950s, which are no longer supported due to obsolete parts. These aging units frequently experience malfunctions, causing operational disruptions on a weekly basis. Additionally, the bearings in most of these valves are either deteriorating or have already failed, resulting in challenges with fully closing the valves.

To address these issues and improve efficiency, we propose replacing these outdated units with modern electronic valve operators. This upgrade promises to significantly reduce downtime and eliminate the need for costly repairs. Our plan is to gradually replace all 24 units over a three-year period, starting with the replacement of 8 units as outlined in this request.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Water Treatment Plant

Onsite and Remote Tank Inspection

**Cost:** \$8,000

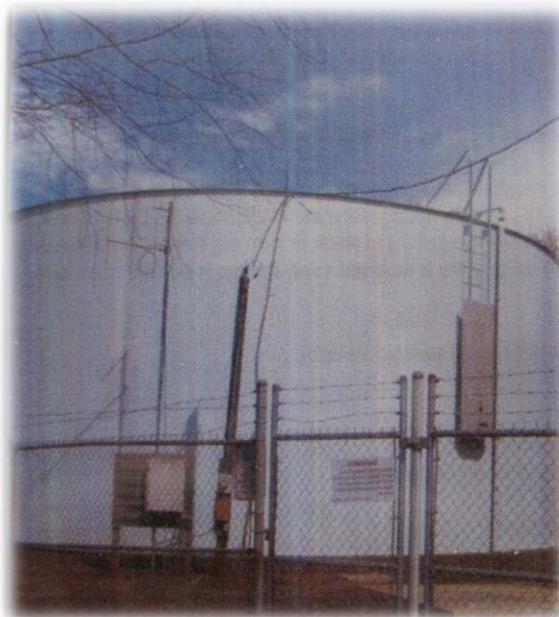
**Reason for request:**

In accordance with North Carolina state regulations, it is mandated that we conduct inspections on all tanks containing finished water once every three years. The Water Plant in the Town of Valdese maintains four such tanks, in addition to four others situated within the system. Subsequent to the inspection, any necessary cleaning of the tanks will be scheduled based on the findings from the preceding year.

**Photo of the existing capital item being replaced (if none, leave blank):**



**Photo or rendering of the new capital item being requested (if none, leave blank):**



Water Treatment Plant

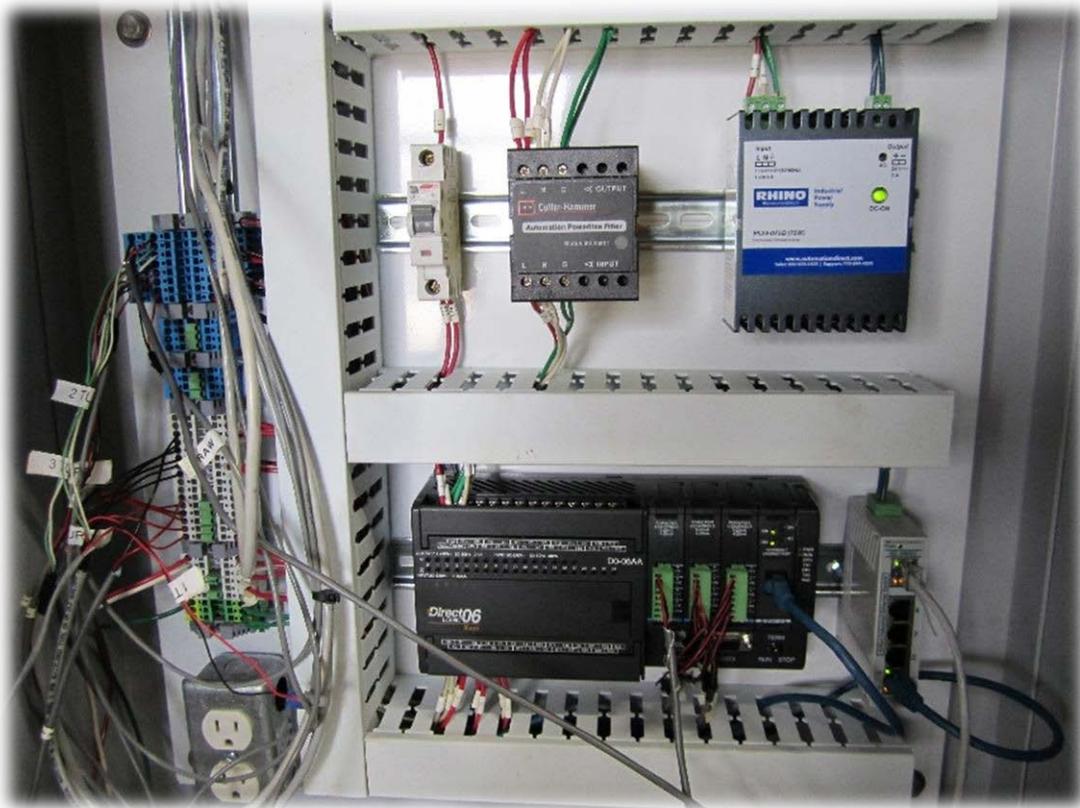
Upgrades to booster pump station and storage tank telemetry

\$65,000

**Reason for request:**

Programmable Logic Controllers (PLCs) are compact computing devices capable of receiving input data and issuing operational commands through their outputs. However, these PLCs have become outdated, with spare parts no longer available. Yet, they play a crucial role in our infrastructure, governing the initiation, cessation, and communication processes of our booster stations and storage tanks. The replacement of these obsolete units would significantly reduce potential downtime, ultimately saving the Town of Valdese money in the long term and ensuring greater customer satisfaction. This upgrade initiative is relevant to seven locations across the Valdese water system.

**Photo of the existing capital item being replaced (if none, leave blank):**



### Water Treatment Plant

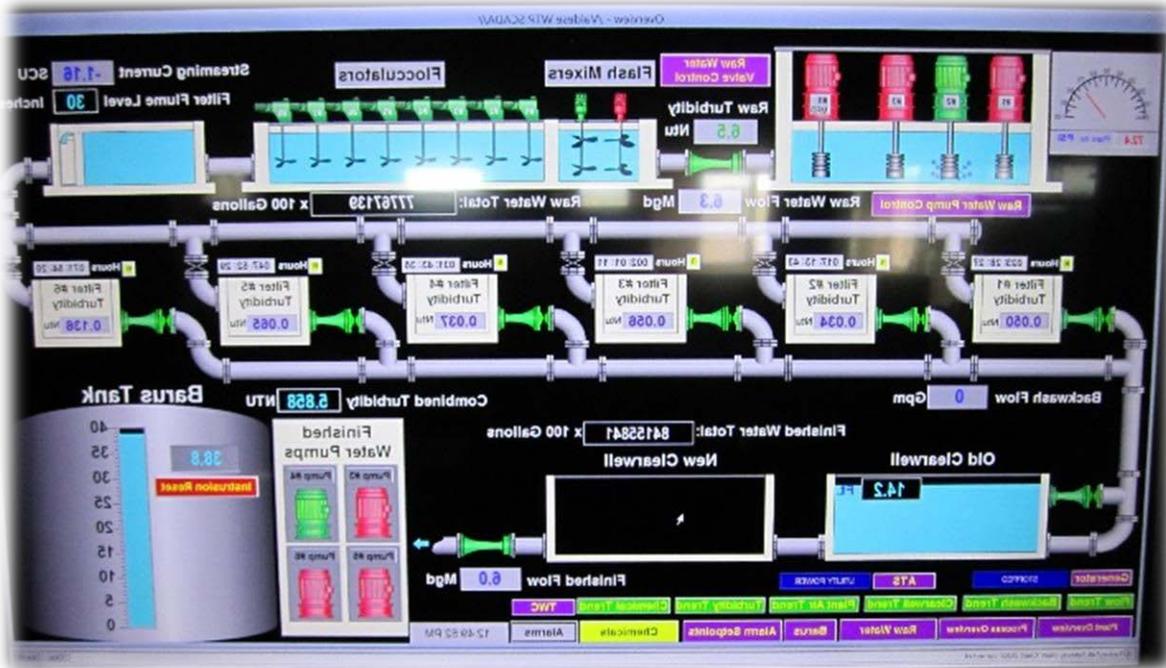
### Supervisory Control and Data Acquisition (SCADA) Software Update

**Cost:** \$42,000

**Reason for request:**

This software empowers employees to initiate, halt, manage, and oversee diverse processes within the water plant. However, it's crucial to note that the current software is significantly outdated. Transitioning to updated SCADA software offers a multitude of advantages, including enhanced security measures, streamlined compliance management, seamless integration of cutting-edge technologies, and simplified programming capabilities.

**Photo of the existing capital item being replaced (if none, leave blank):**



Wastewater Plant Superintendent Lonnie Laird reviewed the following CIP needs for FY24-25:

Wastewater

Repair drains in dewater bldg.

\$25,000

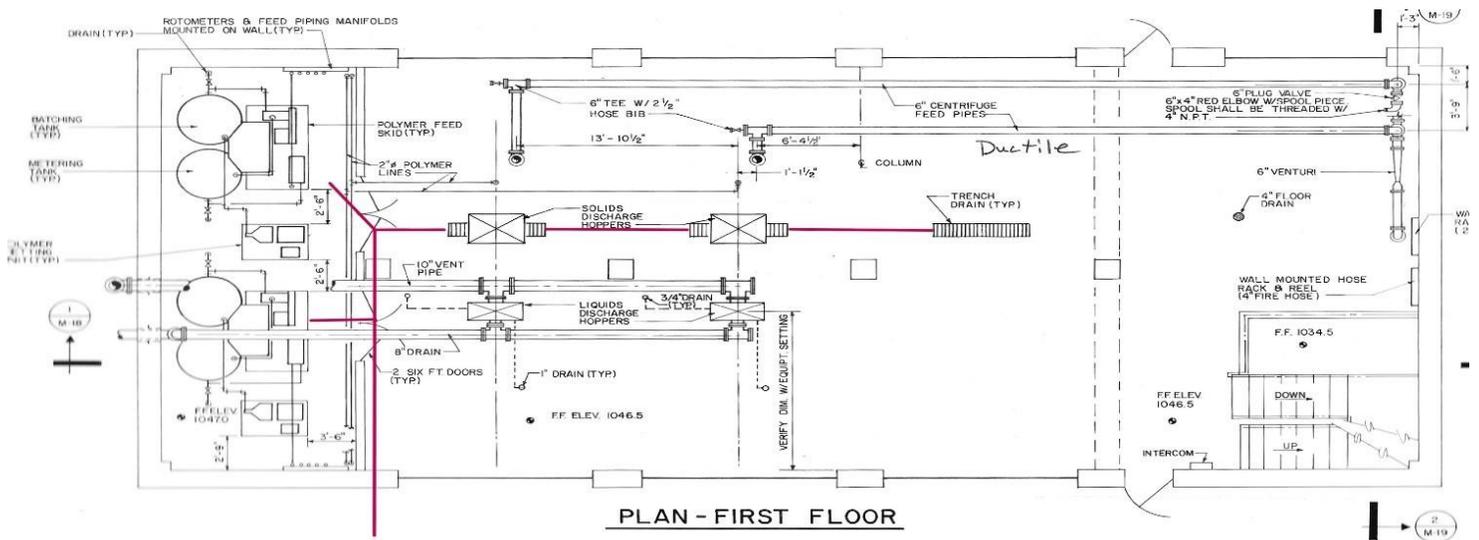
Reason for request:

The drains in the dewater building have been problematic for over a decade. Last year Roto-Rooter found existing drains in this building were corroded to the point of collapse. These drains are important for equipment flushing and cleanup. This water hasn't been treated and cannot combine with runoff outside the building. We propose cutting the floor and installing new pipe to a proper manhole (about 40 feet). There is the possibility of using some of the existing pipe and installing new pipe outside the building. Waiting on contractor to troubleshoot more and propose the optimum solution.

Photo of the existing capital item being replaced:



Photo or rendering of the new capital item being requested:



Wastewater

Secondary Clarifier Rehab and painting

\$25,000

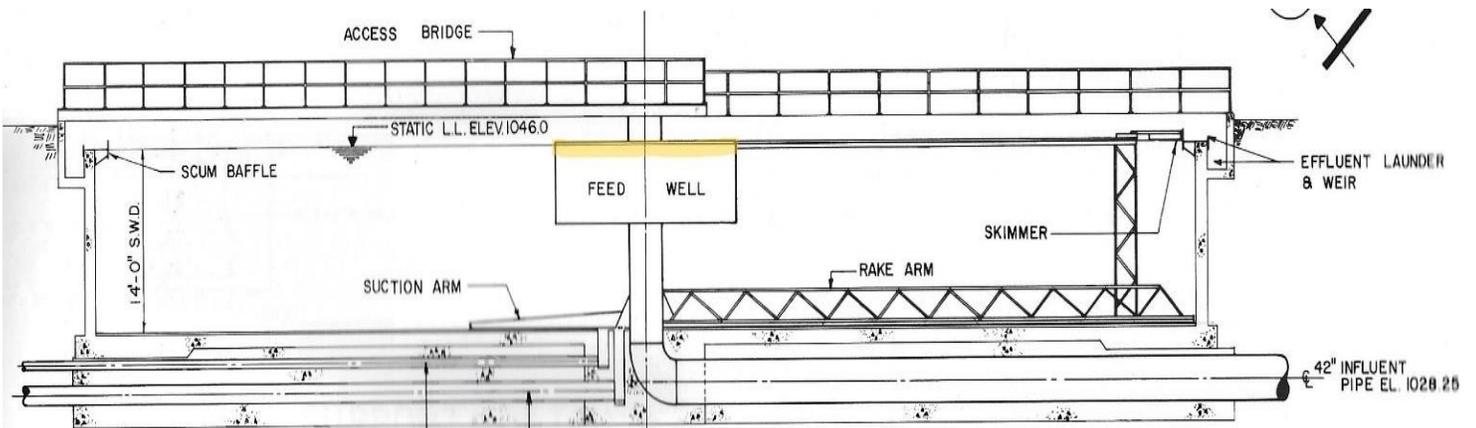
**Reason for request:**

This request is to have a contractor replace rusted sections of metal from the metal inner ring on both secondary clarifiers. As shown in the photographs, the ring has a rusted trough in several places at the waterline, allowing wastewater to short-circuit the design of the clarifier, reducing treatment efficiency. We estimate this cost repairs both clarifiers.

**Photo of the existing capital item being replaced:** Rust holes in yellow



**Photo or rendering of the new capital item being requested:**



Wastewater

Aeration Basin Upgrade (1978)

\$300,000

**Reason for request:**

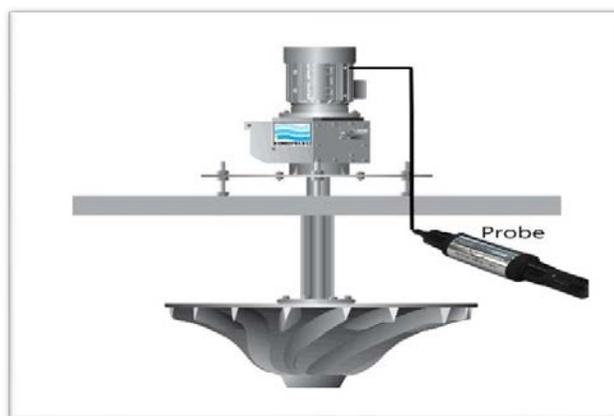
The microbes that do the work in the wastewater process need an optimum amount of oxygen in order to thrive. Adding oxygen to the water is a very energy intensive process. Optimizing the oxygen level is one way to maximize efficiency. We have had electrical and mechanical failures in recent years. We have had to rebuild the failed units at considerable cost. Our current units are obsolete and should be replaced before we have another failure.

Below left is our basin #1 which is not in service. You can see the blades below the platform that violently agitate the water, introducing oxygen. New aerators use a VFD to speed or slow one aerator according to the oxygen level as detected by an oxygen probe to save energy by not aerating more than needed. Below right is the in-service basin (#2) with the aerator running.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested (*New unit with probe*)**



Wastewater

Conversion of SO2 bldg. to PAA

\$10,000

**Reason for request:**

We use rented chemical metering pumps that are located outside on a skid. Our purpose with this request is to design, purchase, and install our own chemical metering equipment inside this existing building. This will allow for easier maintenance and troubleshooting, make it safer for operators to change out the 3000-pound totes of chemical, and save us \$14K per year on pump rental.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Wastewater

Roll up door replacement dewater bldg.

\$25,000

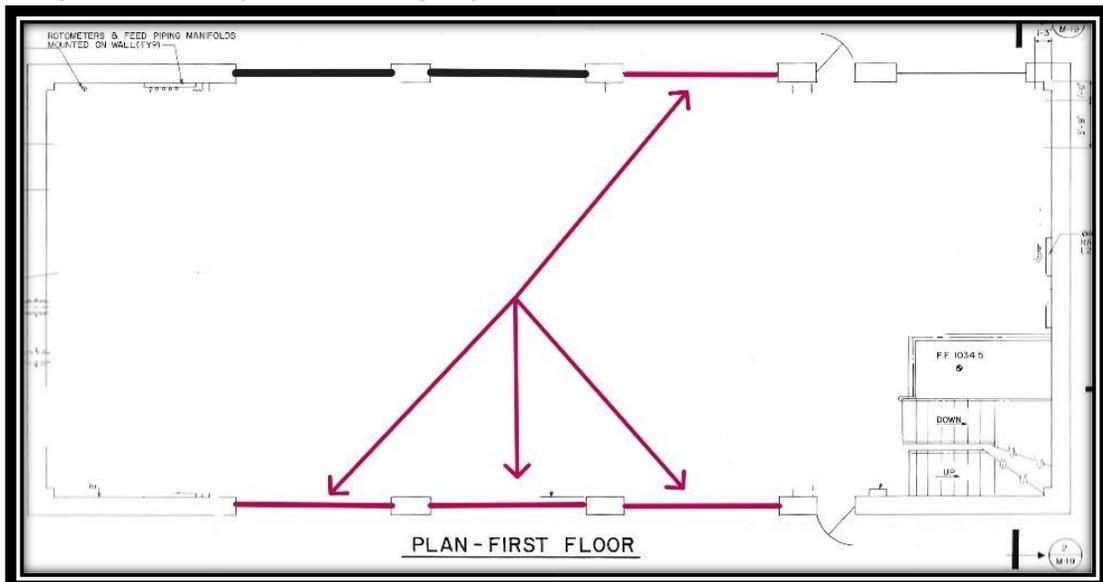
**Reason for request:**

Treatment of wastewater involves removing solids from the water treated. These solids are separated from the water in a process is known as dewatering. The dewatering building has six metal roll up doors that get used frequently. In cold weather months we must maintain the temperature of the building above freezing and this effort is complicated by the rusted doors. There are 4 doors to be replaced.

**Photo of the existing capital item being replaced: Red arrows show corrosion.**



**Photo or rendering of the new capital item being requested: Red arrows show old doors.**



Public Works Director reviewed the following CIP needs for FY24-25: Mr. Hudson noted that the Water/Sewer Department takes care of 64.4 miles of sewer collection system and 154 miles of waterline, that includes the Triple District system.

**Department:** Water Sewer Construction & Maintenance

**Item:** Vactor Truck

**Cost:** \$600,000

**Reason for request:**

Enhance maintenance of our sewer system by implementing more thorough cleaning, thereby extending its lifespan and reducing the occurrence of blockages. Additionally, prioritize regular storm drain cleaning and promptly address minor water leaks to minimize damage and mess.

**Photo or rendering of the new capital item being requested:**



**Department:** Water Sewer Construction & Maintenance

**Item:** Jetter

**Cost:** \$75,000

**Reason for request:**

This 2009 model has been well used and is showing signs of wear. There have been multiple pump and hose real issues. A new unit would be more efficient since it can be installed on the back of an existing truck. This allows for better access ability on our sewer rights-of-way than having a trailer type unit.

**Photo of the existing capital item being replaced:**



**Photo or rendering of the new capital item being requested:**



Mr. Weichel reviewed the balanced Utility Fund summary:

**EXHIBIT H**

2024-2025 Budget			
Utility Fund Summary			
OPERATING BUDGET			
Department	FY22-23 Budget	FY23-24 Budget	FY24-25 Recommended
WATER PLANT	1,907,590	2,103,250	2,208,593
WASTE WATER PLANT	1,739,692	1,746,881	1,817,359
WATER & SEWER CONSTRUCTION	1,263,359	1,328,166	1,575,886
<b>Operating</b>	<b>4,910,641</b>	<b>5,178,297</b>	<b>5,601,839</b>
CAPITAL BUDGET			
WATER PLANT	400,000	76,000	231,600
WASTE WATER PLANT	364,600	175,000	404,500
WATER & SEWER CONSTRUCTION	0	252,700	677,600
<b>Capital</b>	<b>764,600</b>	<b>503,700</b>	<b>1,313,700</b>
<b>TOTAL EXPENDITURES</b>	<b>5,675,241</b>	<b>5,681,997</b>	<b>6,915,539</b>
<b>TOTAL REVENUES</b>			<b>6,915,539</b>
		<b>difference:</b>	<b>0</b>

**CAPITAL IMPROVEMENTS PLAN WATER & SEWER RATE STUDY** R.J. Mozeley with McGill Associates provided updates on projects in progress, upcoming projects, and went over why developing a Capital Improvement Plan(CIP) is important. Mr. Mozeley explained to Council that the CIP list items are either for a regulatory requirement, viability of equipment, efficiency, and growth causing the need to expand.



## Water and Sewer Utility Fund

- Water Treatment
- Wastewater Treatment
- Water Distribution / Wastewater Collection
- Separate from General Fund and Self Supporting
- Over 5,200 retail customers and several wholesale/contract customers
- Utility Fund value of \$5.7M annually

## Capital Improvement Planning

- **Viability Needs**
  - Aging Equipment
  - Out of Date Technology
  - Operational Issues
- **Efficiency Needs**
- **Growth Needs**
  - Capacity Assurance
  - Capacity Expansion
- **Regulatory Needs**
  - Permitting Changes
  - Monitoring Changes



## Financial Analysis

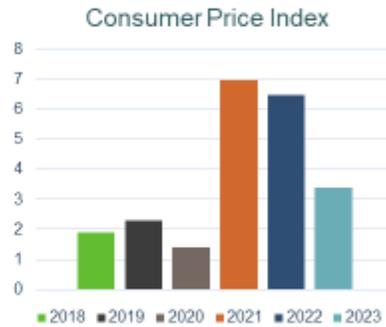
- **Revenues**
  - Historical Revenue
  - Growth
  - Rate Adjustments
- **Expenses**
  - Salaries and Benefits
  - Operating Expenditures
  - Capital Improvements
  - Debt Service
- **Fund Balance**





## Assumptions and Model Inputs

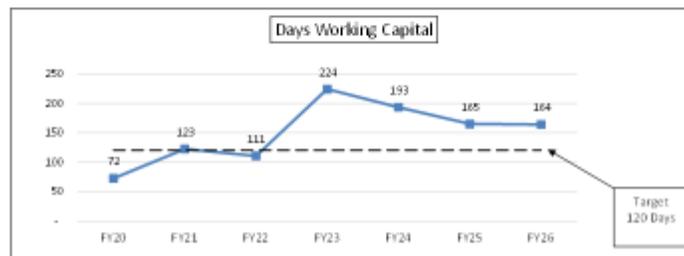
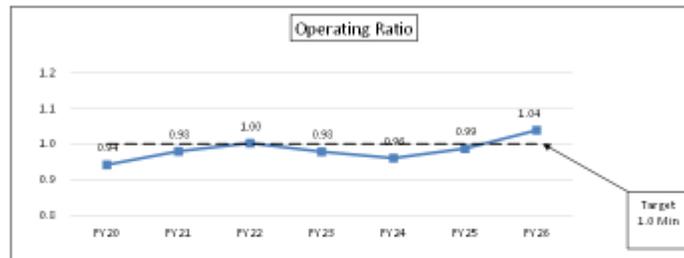
- **Revenues**
  - Growth Factoring (minor)
  - Impact of Rate Adjustments
- **Expenses**
  - Inflation
  - Capital Planning
  - Debt Strategies
- **Fund Balance**
  - Coverage Ratio
  - Target Percent of Expenditures



Dale Schepers with McGill Associates shared financial benchmarks and compared water/sewer rates from our neighboring towns.

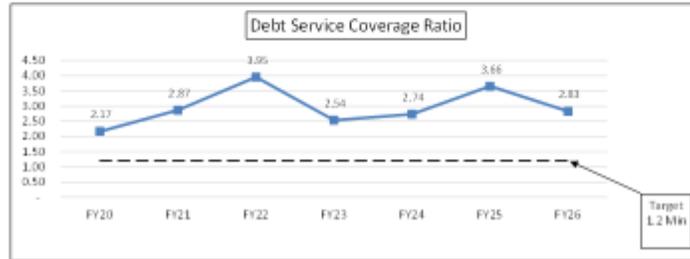
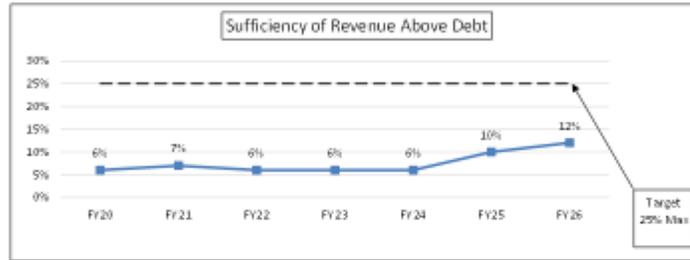


## Water Utility Financial Benchmarks





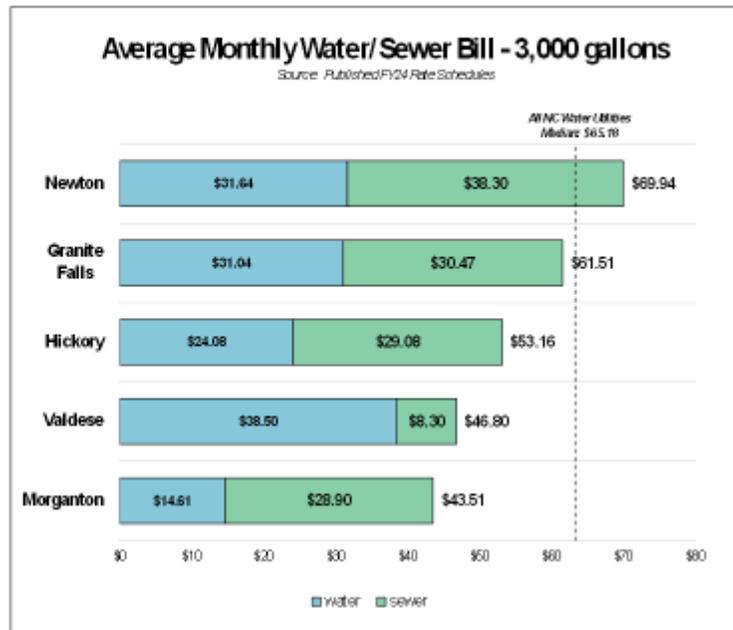
## Water Utility Financial Benchmarks



## Comparison to Neighbors

Inside Residential Customer Class

FY24 Rates



Councilman Harvey asked how long McGill has been preparing the 10-year CIP. Mr. Mozeley said nine years. Councilman Harvey thinks that it is great we have this plan.

## Town of Valdese Water and Sewer Utility Fund 10-YEAR Capital Improvements Plan FY 2024

Water Distribution / Wastewater Collection															
Project Number	Project Description	10-Yr CIP Cost	Test Year 2024	FY 1 2025	FY 2 2026	FY 3 2027	FY 4 2028	FY 5 2029	FY 6 2030	FY 7 2031	FY 8 2032	FY 9 2033	FY 10 2034	Years 11 - 16 2035	
<b>Vehicles and Equipment</b>															
1	2022 Cat Mini Trackhoe	202,700	90,000										202,700		
2	2009 Pipe Hunter Jet M 35418	74,900		74,900											
3	2024 Vector Truck	600,000		600,000											
4	Trailer	16,700				16,700									
5	2017 Ford F250 4x4	60,700				60,700									
6	2018 Ford F150 Meter Truck	50,500					50,500								
7	2011 Ford 4x4 F350	87,900							87,900						
8	2021 Chevy 4x4	60,100								60,100					
9	2022 Chevy 3500 Diesel 4x4	127,500									127,500				
10	2006 Chevy Dump Truck F450	135,200										135,200			
11	2016 Ford F150 4x4	63,800									63,800				
<b>Subtotal - Vehicles and Equipment</b>		<b>1,480,000</b>	<b>90,000</b>	<b>674,900</b>	<b>-</b>	<b>77,400</b>	<b>60,600</b>	<b>-</b>	<b>87,900</b>	<b>60,100</b>	<b>191,300</b>	<b>337,900</b>	<b>-</b>	<b>-</b>	
<b>Infrastructure Improvements</b>															
12	Large Meter Replacement	84,400				84,400									
13	Renew Arc-Flash Study	7,800		3,500					4,300						
14	Roadcut St. Water and Sewer	1,155,200			1,155,200										
15	Jefferson Ave Water & Sewer Replacement	140,000			140,000										
16	Ridgewood-18S Loop	981,200				981,200									
17	Mt. Home - Hawkins Loop	1,696,300				1,696,300									
18	Berrytown Water Main Replacement - CDBG	3,000,000					3,000,000								
19	Jacquin Rd. Loop	-												3,991,200	
20	Harris Avenue PS Gravity Sewer Extension	-												2,175,100	
21	Advent St. Tank and Booster Station	-												4,004,500	
22	Holly Hills Sewer System Extension	-												4,579,800	
23	Sewer Main Rehabilitation	6,177,700											2,322,700		
24	Water Main Replacement	4,830,600						1,600,000	1,900,000	1,730,600	2,055,000	1,500,000			
<b>Subtotal - Infrastructure Improvements</b>		<b>16,073,200</b>	<b>-</b>	<b>3,600</b>	<b>1,296,200</b>	<b>2,781,900</b>	<b>3,000,000</b>	<b>1,600,000</b>	<b>1,900,000</b>	<b>1,994,900</b>	<b>1,730,600</b>	<b>2,066,000</b>	<b>1,600,000</b>	<b>2,222,700</b>	<b>14,760,600</b>
<b>Total 10-Yr CIP: Water Distribution/Wastewater Collection FY25-34</b>		<b>19,553,200</b>	<b>90,000</b>	<b>678,400</b>	<b>1,296,200</b>	<b>2,858,300</b>	<b>3,060,600</b>	<b>1,800,000</b>	<b>1,892,200</b>	<b>1,790,700</b>	<b>2,248,300</b>	<b>1,837,800</b>	<b>2,222,700</b>	<b>14,760,600</b>	

Capital Project funded or partially funded using external source(s): ARPA, Direct Allocation, etc.  
 Capital Project funded or partially funded using debt issue(s)

## Town of Valdese Water and Sewer Utility Fund 10-YEAR Capital Improvements Plan FY 2024

Water Treatment Division														
Project Number	Project Description	10-Yr CIP Cost	Test Year 2024	FY 1 2025	FY 2 2026	FY 3 2027	FY 4 2028	FY 5 2029	FY 6 2030	FY 7 2031	FY 8 2032	FY 9 2033	FY 10 2034	Years 11 - 16 2035
<b>Vehicles and Equipment</b>														
1	2018 Explorer	51,800					51,800							
2	2017 Ford F-250 (replace w/F150)	99,500			48,300	51,200								
3	2004 Ford F-150	72,200								72,200				
<b>Subtotal Vehicles and Equipment</b>		<b>223,500</b>	<b>-</b>	<b>-</b>	<b>48,300</b>	<b>51,200</b>	<b>51,800</b>	<b>-</b>	<b>-</b>	<b>72,200</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plant Upgrades and Improvements</b>														
4	Roof Replacement - Finished Water PS	21,000	21,000											
5	Booster Pump Stations and Tank Telemetry	65,000		65,000										
6	SCADA Update, Kull #2 and #3 FWP, air chemical feed	52,500		42,000										
7	Renew Arc Flash Study	37,600		16,600						21,000			20,500	
8	Replace Air Actuated Filter Valves and Operators (30 ea)	312,200		100,000	104,000	108,200								
9	Tank Maintenance	366,000		8,000	86,600			10,900	107,600			14,200	128,800	
10	Replace Electrical Substation	1,406,100			1,406,100									
11	Replace Bulk Chemical Tanks & Refurbish Area	750,000			750,000									
12	Roof Replacement - Main Bldg	59,500			59,500									
13	Water Treatment Plant Upgrade	6,790,000				6,790,000								
14	Chemical Injection Points	28,100				28,100								
15	Booster Pump Stations Equipment Rehab and Replace	51,000			25,000	26,000								
16	Roof Replacement - Maintenance Bldg	72,500					72,500							
17	Safety Railing for Flocculators and Sedimentation Basins	351,000						351,000						
18	Perimeter Chain Link Fencing	197,300									197,300			
19	FWP Motor Control Center Update (replacement)	342,100									342,100			
20	Pave Raw Water PS Access Rd.	-												255,500
<b>Subtotal - Plant Upgrades and Improvements</b>		<b>10,880,900</b>	<b>21,000</b>	<b>231,900</b>	<b>2,431,100</b>	<b>6,862,300</b>	<b>72,600</b>	<b>981,900</b>	<b>107,800</b>	<b>21,000</b>	<b>638,400</b>	<b>54,700</b>	<b>128,800</b>	<b>266,600</b>
<b>Total 10-Yr CIP: Water Treatment FY25-34</b>		<b>11,104,400</b>	<b>21,000</b>	<b>231,900</b>	<b>2,479,400</b>	<b>7,003,600</b>	<b>124,300</b>	<b>981,900</b>	<b>107,800</b>	<b>83,200</b>	<b>638,400</b>	<b>54,700</b>	<b>128,800</b>	<b>266,600</b>

Capital Project funded or partially funded using external source(s): ARPA, Direct Allocation, etc.  
 Capital Project funded or partially funded using debt issue(s)

## Town of Valdese Water and Sewer Utility Fund 10-YEAR Capital Improvements Plan FY 2024

Wastewater Treatment Division														
Project Number	Project Description	10-Yr CIP Cost	Test Year	FY 1	FY 2	FY 3	FY 4	FY 5	FY 6	FY 7	FY 8	FY 9	FY 10	Years 11 - 16
		Cost	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
<b>Vehicles and Equipment</b>														
1	Dump Truck to take Compost to Customers	-	35,000											
2	New or Used Sludge Trailer	67,000	50,000										67,000	
3	Replace 1998 Biosolids Truck	41,700				41,700								
4	Replace 2017 Lab Truck	40,000				40,000								
5	Replace 2018 Ford Explorer	45,600					45,600							68,500
6	Replace Riding Mower (2021)	17,000							17,000					
7	Replace Maintenance Vehicle 2022	59,000									59,000			
8	Compost Loader (2023)	165,500										165,500		
<b>Subtotal Vehicles and Equipment</b>		<b>456,800</b>	<b>86,000</b>			<b>81,700</b>	<b>45,600</b>		<b>17,000</b>		<b>69,000</b>	<b>165,500</b>	<b>67,000</b>	<b>68,600</b>
<b>Plant Upgrades and Improvements</b>														
9	Centrifuge Overhaul - Two Units	142,800	53,200							70,000	72,600			
10	Repair Drains in Dewater Bldg. (Trench Manhole)	25,000		25,000										
11	Roll Up Door Replacement Dewater Bldg. (4 Doors)	25,000		25,000										
12	Secondary Clarifier Rehab and Painting	51,000		25,000	26,000									
13	Conversion of SO2 Bldg. to PAA	10,000		10,000										
14	Renew Arc-Flash Study	44,200		19,500						24,700				
15	Aeration Basin - 3 Aerators FY25, Full Basin Upgrades FY35+	300,000		300,000										9,927,300
16	Cline Street P8 Modifications	1,490,000		1,490,000										
17	Primary Clarifier Rust Removal and Paint	95,500			43,300					52,600				
18	SCADA PLC Upgrade	67,800			62,000					15,800				
19	Seal/Bearing Replacement - Centrifuge Sludge Pumps	11,900			11,900									
20	Spare Pumps: Morgan Trace and High Meadows	15,200			15,200									
21	Sludge Grinder Replacements - Two Units	31,800			7,000	7,300				8,600	8,900			
22	Concrete Work at Compost Pad	35,200			10,800		11,700							
23	Update and Repair Admin Bldg. & Roof	360,000				360,000				12,700				
24	Compost Pad Electrical Repair	5,600				5,600								
25	Spare Sump Pump - Universal Application	9,000				9,000								
26	Roof SO2 Building (2021) (Original)	14,500				14,500								
27	Seal / Bearing Replacement for Secondary Waste Pumps	11,700					11,700							
28	Compost Area Multi-Purpose Shed	59,500												
29	Pump Station Control Upgrade - High Meadows and Morgan Trace	11,700												
30	Seal Replacement for Influent Pumps 3&4	19,900												32,300
31	Seal Replacement for Secondary Waste Pumps	11,700					11,700							
32	Influent Pumps 3 and 4 Valves & Check Valves	105,000						105,000						
33	Influent Pump Station Electrical Panel Upgrade	425,800							425,800					
34	Seal Replacement for Influent Pumps 1&2	12,200							12,200					
35	Sludge Recycle P8 Building Roof (2008)	36,500							36,500					
36	Spare Pump Seltz Road Pump Station	15,200								15,200				
37	Dewatering Building Roof (2010)	75,500								75,500				
38	Thickener Blower #1 rebuild or replace	19,000								19,000				
39	Recycle Bldg Electrical Panel Upgrade	394,800									394,800			
40	Thickener Blower #2 rebuild or replace	19,700								19,700				
41	Primary Wasting Electrical Panel Upgrade	34,200									34,200			
42	Influent P8 Building Roof (2012)	64,000										64,000		
43	Primary Clarifier #2 Drive & Bridge Replacement	148,000											148,000	
44	Spare Pump John Berry	29,600											29,600	
45	Spare Pump Cline Street	-												77,000
46	Biosolids Drying Equipment	-												20,501,600
47	WWTP Equipment Rehab & Replacement	-												201,200
<b>Subtotal - Plant Upgrades and Improvements</b>		<b>4,228,400</b>	<b>63,200</b>	<b>1,884,600</b>	<b>188,200</b>	<b>388,600</b>	<b>125,200</b>	<b>678,600</b>	<b>122,800</b>	<b>688,200</b>	<b>116,900</b>	<b>64,000</b>	<b>177,800</b>	<b>30,738,400</b>
<b>Total 10-Yr CIP: Wastewater Treatment FY25-34</b>		<b>4,684,900</b>	<b>149,200</b>	<b>1,884,600</b>	<b>188,200</b>	<b>478,200</b>	<b>170,800</b>	<b>678,600</b>	<b>198,800</b>	<b>688,200</b>	<b>174,800</b>	<b>229,600</b>	<b>244,600</b>	<b>30,807,800</b>
<div style="font-size: small;"> <span style="color: #800080;">■</span> Capital Project funded or partially funded using external source(s). ARPA, Direct Allocation, etc.  <span style="color: #008080;">■</span> Capital Project funded or partially funded using debt issue(s)         </div>														
<b>Total System Capital Improvements Plan</b>														
<b>Total 10-Yr CIP: Water and Wastewater FY25-34</b>		<b>35,321,900</b>	<b>249,200</b>	<b>2,804,500</b>	<b>3,940,800</b>	<b>10,321,000</b>	<b>3,345,600</b>	<b>2,541,400</b>	<b>2,239,600</b>	<b>2,470,100</b>	<b>2,960,600</b>	<b>2,102,200</b>	<b>2,596,100</b>	<b>45,814,000</b>

## Town of Valdese Water and Sewer Utility Fund Financial Model Output Summary FISCAL YEAR 2024

**Revenue**

Description	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Operating Revenue Existing Rates	5,682,000	5,698,000	5,748,000	5,798,000	5,845,000	5,894,000	5,943,000	5,993,000	6,044,000	6,095,000	6,147,000
New Revenue (Cumulative amount)		862,000	1,565,000	1,749,000	1,918,000	2,089,000	2,233,000	2,378,000	2,523,000	2,670,000	2,819,000
Projected Operating Revenue	5,682,000	6,560,000	7,313,000	7,545,000	7,763,000	7,983,000	8,176,000	8,371,000	8,567,000	8,765,000	8,966,000

**Expenses**

Operating Expenses	5,661,000	5,241,000	5,381,000	5,527,000	5,679,000	5,837,000	6,002,000	6,174,000	6,353,000	6,540,000	6,735,000
Capital Outlay	249,000	958,000	1,341,000	1,031,000	346,000	1,091,000	1,040,000	870,000	761,000	602,000	496,000
Existing Debt Service	361,000	360,000	480,000	498,000	481,000	479,000	477,000	475,000	472,000	471,000	483,000
Projected Debt Service	-	-	203,000	400,000	400,000	517,000	614,000	744,000	922,000	1,043,000	1,213,000

**Percent Increase Applied**

Overall Revenue Adjustment	15.1%	12.2%	3.2%	2.9%	2.9%	2.4%	2.4%	2.4%	2.4%	2.4%
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**Financial Outcomes**

Description	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Expenses to Cover	6,271,000	6,559,000	7,405,000	7,456,000	6,906,000	7,924,000	8,133,000	8,263,000	8,508,000	8,656,000	8,927,000
Difference / (Shortage)		1,000	(92,000)	89,000	857,000	59,000	43,000	108,000	59,000	109,000	39,000

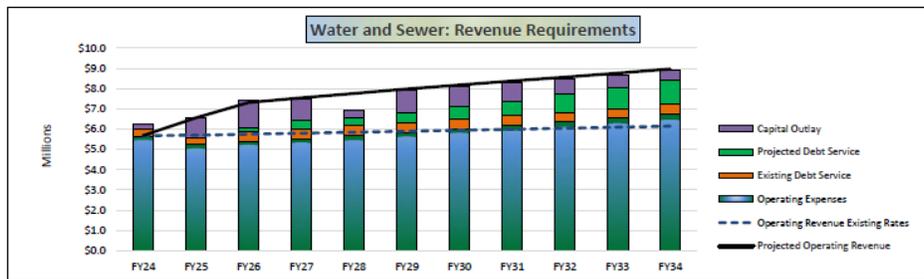
**Effect on Average Customer Bill**

Combined Residential Bill 3,000 gal	\$46.80	\$50.85	\$55.75	\$57.50	\$59.25	\$61.05	\$62.60	\$64.20	\$65.85	\$67.55	\$69.30
Monthly Combined Residential Bill Change		\$4.05	\$4.90	\$1.75	\$1.75	\$1.80	\$1.55	\$1.60	\$1.65	\$1.70	\$1.75

**Financial Indicators**

Fund Balance Tracker	4,000,000	4,001,000	3,909,000	3,998,000	4,855,000	4,914,000	4,957,000	5,065,000	5,124,000	5,233,000	5,272,000
Fund Balance % of Expenses to Cover	64%	61%	53%	54%	70%	62%	61%	61%	60%	60%	59%

**Summary Chart**

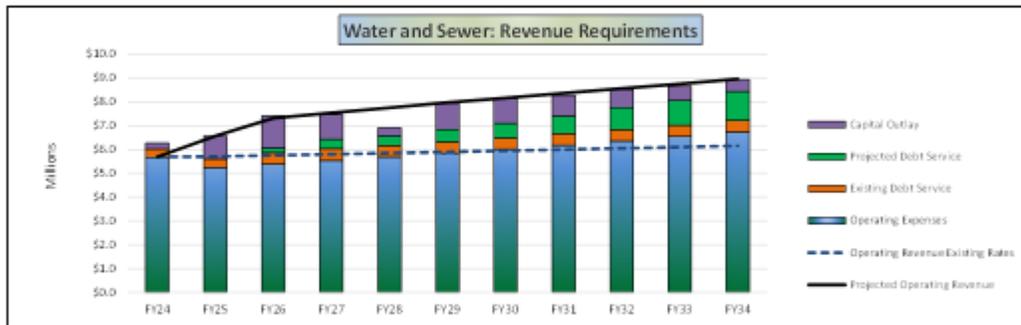


**Water/Sewer 10-Year Capital Investment**

Description	Total CIP	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Water Treatment	11,105,000	232,000	2,479,000	7,004,000	124,000	362,000	108,000	93,000	539,000	35,000	129,000
Wastewater Treatment	4,666,000	1,895,000	166,000	478,000	171,000	580,000	140,000	586,000	175,000	230,000	245,000
Distribution / Collection	19,553,000	678,000	1,295,000	2,839,000	3,051,000	1,600,000	1,992,000	1,791,000	2,246,000	1,838,000	2,223,000
Total Water/Sewer CIP	35,324,000	2,805,000	3,940,000	10,321,000	3,346,000	2,542,000	2,240,000	2,470,000	2,960,000	2,103,000	2,597,000



### Revenue Requirements – Per Plan



FY 25 Requires \$862K Additional Revenue

Council members discussed possible rate changes for inside, outside, and Triple District customers.



## Revenue Adjustments:

- **Water Rate True-Up** (Based on Council Action)
  - Transition Triple District Customers to Outside Rates
  - Adjust Current Outside Customer Multiplier to 1.5
  - 2-year Transition Period for Both
- **Sewer Rate True-UP**
  - Better Alignment of Revenue with Expenses
  - 2-year Transition Period
- **Inflation Adjustment**
  - 4% Revenue Increase for Inflation
  - Applies to All Customer Classes



## Rate True-Ups: 2-Year Transition Period

Triple District Water Rate True-up: 3,000 gallons

Customer Class	FY24	FY25	FY26
Inside Residential Water	\$38.50	\$40.05	\$41.70
Triple Water	\$38.50	\$50.05	\$62.55
Outside Residential Water	\$54.80	\$57.00	\$62.55

Sewer Rates True-up: 3,000 gallons

Customer Class	FY24	FY25	FY26
Inside Residential Sewer	\$8.30	\$10.80	\$14.05
Outside Residential Sewer	\$15.45	\$20.25	\$26.35
Inside Commercial Sewer	\$8.80	\$11.45	\$14.90
Outside Commercial Sewer	\$17.35	\$22.60	\$29.40
Inside Industrial Sewer	\$17.50	\$22.80	\$29.80
Outside Industrial Sewer	\$34.55	\$44.95	\$58.55



## Customer Bill Comparisons: 3,000-gallon Use

Monthly Water/Sewer Bill: 3,000 gallon Usage

Customer Class	FY24	FY25	\$ Change
Inside Residential	\$46.80	\$50.85	\$4.05
Outside Residential	\$70.25	\$77.10	\$6.85
Inside Commercial	\$48.80	\$53.05	\$4.25
Outside Commercial	\$97.20	\$105.65	\$8.45

Councilman Harvey asked why we were paying VEDIC \$25,000 every year. Mr. Weichel shared that is a long-standing relationship that past Councils have wanted to keep. Council discussed the next steps for the budget process.

**ADJOURNMENT** At 12:34 p.m., Councilwoman Lowman made a motion to adjourn, seconded by Councilman Ogle. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 6, 2024, 6:00 p.m., Valdese Town Hall.

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

\_\_\_\_\_  
Mayor

jl

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
APRIL 22, 2024**

The Town of Valdese Town Council met on Monday, April 22, 2024, at 4:30 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

Mayor Watts called the meeting to order at 4:30 p.m.

**CLOSED SESSION:** Mayor Watts called for a motion to recess into Closed Session for:

- **Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged.
- **Closed Session Pursuant to NC General Statute 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee.
- **Consideration of Resolution Authorizing Action to Correct Legal Description Error**

Councilman Harvey made a motion to recess into Closed Session, seconded by Councilman Ogle. The vote was unanimous.

At 5:46 p.m., Councilman Harvey made a motion to return to Open Session, seconded by Councilman Mears. The vote was unanimous.

- **Consideration of Resolution Authorizing Action to Correct Legal Description Error**

Councilwoman Ward made a motion to move the Consideration of Resolution Authorizing Action to Correct Legal Description Error to the April 29, 2024 meeting, seconded by Councilwoman Lowman. The vote was unanimous.

**ADJOURNMENT:** At 5:51 p.m., there being no further business to come before Council, Councilwoman Ward made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 6, 2024, 6:00 p.m., Valdese Town Hall.

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Town Clerk

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Mayor

**TOWN OF VALDESE  
TOWN COUNCIL BUDGET REVIEW MEETING  
APRIL 22, 2024**

The Town of Valdese Town Council met on Monday, April 22, 2024, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilman Glenn Harvey, and Councilman Paul Mears. Also present were: Interim Town Manager Bryan Steen, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

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

Councilman Harvey recapped last week's meetings and provided a copy to the Town Clerk:

**RECAP OF TWO-DAY WORKSHOP & CLARIFICATION OF MISINFORMATION  
APR 15 OPENED WITH CITIZEN AND COUNCIL PRIORITIES THAT COG HAD MERGED; COUNCIL  
PRIORITIES ARE...**

#1 Hiring the best Town Manager – 50 applicants.

#2 Tackle the Public Safety Building

#3 Recruit & Retain Town Employees

#4 Provide Permanent Pool Structure

#5 Continue the 2023 Paving Plan

**MISINFORMATION AND BAD INFORMATION**

1) Tax rate and budget guidelines were **UNANIMOUS – ALL 5 - NOT MAJORITY**

Further: there is no election this year – no one is campaigning – one newspaper refers to last year's election in articles about council meetings. The election is behind us – this council is working together for the benefit of citizens.

2) Staff Brought Council a deficit of \$564,000!

We learned those numbers at the same time you citizens did!

We learned Staff recommended cuts at the same time you citizens did!

3) Over one-half of that deficit – nearly \$300,000 – was Staff "self-raise" of 5%!

How many of you gave yourself a 5% raise this year? When was your last raise?

Many employees need and deserve higher pay!

What did department heads and managers propose to do more with less?

4) This Town Council is not heartless – many citizens need Greenway Transportation.

5) This Town Council is not duplicitous – we did not set lower tax rates to replace property taxes with vehicle taxes.

6) This Town Council is not stupid – we accepted the challenge of a pool bubble that had been ignored for 10 years by two town managers, two rec managers, and councils and agreed – we will fix it!

The staff's recommendation to close the pool was irresponsible and insulting to citizens and council members alike.

7) The utility budget is under a well-designed ten-year plan; a model of what our town could aspire towards as we hire a manager.

Mayor Watts shared that in the past 40 years, staff have put items in the budget that they feel are important for their department. If the items they ask for exceed the income from our tax revenue, then they have to be cut. Mayor Watts said it was the staff's job to make the recommendations, but it was the Council's job to determine the cuts.

**ITEMS FOR DISCUSSION:**

**GENERAL FUND REVENUES, OPERATING & CAPITAL** Interim Town Manager Bryan Steen recapped the Council's guidelines for the budget process and noted that staff brought items to the Council that they weren't sure were essential, and we could only do so much with a 41.5 cent tax rate. Mr. Steen asked the Council to give staff guidance. Per request from Councilman Harvey, Mr. Steen went through the staff's process of creating the budget.

Councilman Mears recommended:

- Removing the Planning Department, \$100,000 Land Use Plan.

Councilman Harvey would like to refer the following to the Efficiency Task Force:

- All equipment not being used and recommended auctioning them off to raise as much as \$200,000.
- \$30,000 vehicle lift – Councilwoman Lowman asked if the lift imposes a safety issue since it was purchased in 1993.
- \$46,000 Ford F150 in Streets Department
- \$60,000 Tractor and Mower in the Streets Department – Councilwoman Lowman noted that that was a 1987 model and asked if we had parts for it. Councilman Harvey said we have more tractors with mowers in the Town of Valdese than in the City of Morganton.

Councilman Harvey asked for clarification for:

- \$75,000 Medic Tuck in the Fire Department—Councilman Harvey asked what the urgency was and if grants or ARPA funds were available. Mayor Watts will ask the Fire Chief to look into that.
- Under the Fire Department revenue, there is \$324,000 that has been allocated in the past to the Public Safety Building and wanted clarification. Assistant Town Manager Bo Weichel said the \$324,000 is in the Fire Department budget that is transferred out to the Public Safety Project, which is an expenditure.
- The current paving budget includes \$125,000 in Powell Bill money and \$225,000 in Street Department funds, which will be transferred to a paving project. Additionally, ABC money could also be allocated for paving. Councilman Harvey suggested exploring collaboration with the DOT for paving, a proposal that the paving committee will consider.
- What was suggested to be reduced Family Friday Nights & Fireworks? Community Affairs Director Morrissa Angi said the reduction will come from the bands we book from May on. Ms. Angi noted there are different ways to reduce that, either by reducing the number of bands or not using some more expensive bands. Ms. Angi said we could eliminate the fireworks during the festival but keep July 4.

Councilman Harvey recommended activities:

- Looking at Council insurance vs. honorarium – Councilman Harvey feels that the Council taking the employee insurance may be a conflict of interest. The insurance company said if we removed the Council, the premiums would not change.
- Decreasing the Board of Elections by \$5,000 since the County has an election this year.
- Remove the \$41,000 for a full-time Planning Director.
- Increase non-resident fees by 50% in the Recreation and Community Affairs Departments— Councilman Harvey suggested giving residents a resident card to get a discount. Councilwoman Lowman is concerned that we may price our non-residents out of Valdese. Parks and Recreation Director David Andersen shared that last year, we reduced the fee for residents, which caused a separation between residents and non-residents. Mr. Weichel said there would be a 2% increase for non-residents at the Recreation Department.
- Councilman Harvey suggested decreasing the employee increase from 5% to 4%, saving \$63,000. Councilman Harvey said the CPI went up 3.9%. Another suggestion is to give the non-exempt employees a 5% and not give the exempt employees an increase this year. Councilman Mears said real inflation is much higher than 3.9% and would advocate for at least 5%. Councilwoman Lowman advocated a 5% increase and said our Strategic Plan says one of our focuses is employee recruitment and retention. Mayor Watts says it is a tough labor market, and the employees should get an across-the-board 5% increase. Councilwoman Ward feels we should think about the citizens who have to take out a loan to pay taxes and how we need to cut something out of the budget so

that families do not have to take out a loan. Mayor Watts said that if that is what the Council feels, the Council needs to give up our insurance. Councilwoman Ward would be happy if she got a reimbursement for her insurance under her husband vs. being on the Towns insurance. Councilwoman Lowman and Councilman Mears will give up their insurance to give employees an increase. Councilman Mears is concerned about what is going to happen next year and does not see anything magical about the 41.5-cent tax rate and thinks maybe we should look at 42 or 43 tax rate.

Councilwoman Lowman suggested:

- Cut at least \$40,000 off of the Attorney fees
- Could Orthodontics be added to the dental insurance – Mr. Weichel said if we added it, it would be less than \$1.00 per person on the rate so it would not affect the budget much.
- Councilwoman Lowman likes Councilman Harvey's suggestion that if we do sell Town property, it goes to Public Safety. Councilman Harvey shared that there is a parcel west of Town Hall that is for sale. Councilman Harvey shared that the Facilities Review committee is going to look into that property for a possible location for the Public Safety building.

Councilman Ogle recommendations:

- Would like to add more training money for the Police and Fire Department. Councilman Ogle would like the Chiefs to come up with a training plan.

Mayor Watts recommendations:

- Recommended looking at the Capital budget, pick out the big-ticket items we can delay, to simplify things.

Mr. Weichel asked the Council what they wanted to do with the recycling fees. Mr. Weichel said that we are \$2.00 behind on what we charge residents. Councilwoman Ward does not see a problem with a \$2.00 increase, and if we get the tax rate down, no one should blink an eye. Councilman Harvey asked if we really needed recycling every two weeks or would once a month work. Council members feel we need it every two weeks.

Councilman Mears likes what we have come up with so far, and unless the Efficiency Task Force has other ideas, we should go with this plan. Councilman Harvey wants to hear what the Efficiency Task Force finds and believes there is at least \$200,000 sitting out at Public Works Department that we do not need.

Mr. Weichel recapped the General Fund adjustments.

<b>GENERAL FUND</b>		
	Expenditures greater than Revenues	564,000
<i>Adjustments:</i>	Remove Land Use Plan	100,000
	Reduce Attorney budget	40,000
	Public Safety project transfer	174,000
	(remaining \$150k of 324k, to paving)	
	ABC revenue	83,000
	(reallocated from Public Safety project to general fund	
	\$2 recycle fee increase	40,000
	Reduce FFN series	10,000
	Remove Festival fireworks	6,500
	Remove Planning full time, leave part time	48,500
	Reduce County election fees (non election year)	5,000
	Increase Police training budget	(3,000)
		<b>Total of above</b>
	General Fund balance appropriated	60,000
		<b>Total</b>
		<b>564,000</b>

**UTILITY FUND REVENUES, OPERATING & CAPITAL** Mr. Weichel noted that the Utility Fund is currently balanced. At the Budget Retreat, the Council requested to see the water rates at 2.0, and McGill Associates provided that information to Mr. Weichel. Mr. Weichel noted that the utility budget was currently balanced based on a 1.5 multiplier for outside water rates, which includes Triple Community.

**Town Council Supplemental Data Request**

*Provide additional data table showing Triple District Water Rate True-Up over the 2-year transition period based on reaching an Inside to Outside Water Rate Multiplier of 2.0, rather than 1.5.*

McGill Presentation Slide 12: Rate True-Ups: 2-Year Transition Period  
(rate multiplier label added for clarification)

**Triple Water Rate True-up: 3,000 gallons**  
Inside to Outside Water Rate Multiplier: 1.5

Customer Class	FY24	FY25	FY26
Inside Residential Water	\$38.50	\$40.05	\$41.70
Triple Water	\$38.50	\$50.05	\$62.55
Outside Residential Water	\$54.80	\$57.00	\$62.55

Supplemental data table as requested.

**Triple Water Rate True-up: 3,000 gallons**  
Inside to Outside Water Rate Multiplier: 2.0

Customer Class	FY24	FY25	FY26
Inside Residential Water	\$38.50	\$40.05	\$41.70
Triple Water	\$38.50	\$60.95	\$83.40
Outside Residential Water	\$54.80	\$69.10	\$83.40

Slide 13 revision based on revised Inside to Outside Water Rate Multiplier increase to 2.00.

**Monthly Water/Sewer Bill: 3,000 gallon Usage**  
Inside to Outside Water Rate Multiplier: 1.5

Customer Class	FY24	FY25	\$ Change
Inside Residential	\$46.80	\$50.85	\$4.05
Outside Residential	\$70.25	\$77.10	\$6.85
Inside Commercial	\$48.80	\$53.05	\$4.25
Outside Commercial	\$97.20	\$105.65	\$8.45

Supplemental data table as requested.

**Monthly Water/Sewer Bill: 3,000 gallon Usage**  
Inside to Outside Water Rate Multiplier: 2.0

Customer Class	FY24	FY25	\$ Change
Inside Residential	\$46.80	\$50.85	\$4.05
Outside Residential	\$70.25	\$89.20	\$18.95
Inside Commercial	\$48.80	\$53.05	\$4.25
Outside Commercial	\$97.20	\$105.65	\$8.45

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Council members discussed the different options and the need to increase water rates due to aging infrastructure. Mayor Watts noted that we need to be fair and equitable and not gouge our neighbors. Council would like to look at the 2.0 multiplier for outside water rates over two years and no increase to the inside water rates. Mr. Weichel said that our sewer rates were significantly low. Council members discussed an increase for the bulk customers and would like to see what 6% looks like. Water Resources Director Greg Padgett reminded Council that all we do for bulk customers is sell them water or take wastewater. Mr. Padgett said that we do not maintain their pipes and that is why the prices are the way they are.

Councilman Harvey would like to refer the following to the Efficiency Task Force:

- \$85,000 Dumped Truck and Sludge Trailer
- \$600,000 Vactor Truck—Mr. Weichel suggested removing this from the Capital and bumping the contracting services up to \$30,000 in the budget so we can flush more lines every year.
- \$100,000 to replace an agitator – Councilman Harvey wants to see McGill look into this deeper. Councilman Harvey would like to know if there are other ways to aerate water. Mr. Padgett said there are different ways, but they are more expensive. Mr. Padgett said that we need three instead of one. Mr. Padgett noted that it might take two years to get them once ordered. Mr. Padgett said we needed three aerators, each costing \$300,000. Mayor Watts believes it would be best to get all three at one time. Councilwoman Ward agreed.

Mr. Weichel recap the Utility Fund adjustments:

<b>UTILITY FUND</b>	
<i>Recap:</i>	<b>WATER: Outside rate 1.5x to 2.0x multiplier, over two years</b>
	<b>WATER: Inside residential, no increase</b>
	<b>WATER: Commercial and Industrial, leave as proposed</b>
	<b>WASTE WATER: Residential, Commercial, &amp; Industrial leave as proposed</b>
	<b>WATER &amp; WASTEWATER: for BULK (Drexel, RC, Burke Co.) customers, 6%</b>
	<b>Remove Vactor Truck and associated debt payment</b>
	<b>Change \$300,000 for one aerator to \$855,000 for three aerators at WWTP</b>

**ADJOURNMENT:** At 8:22 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 6, 2024, 6:00 p.m., Valdese Town Hall.

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Town Clerk

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Mayor

**A RESOLUTION AMENDING MEMBERSHIP OF THE AD HOC DRUG AND HOMELESS ADVISORY TASK FORCE COMMITTEE**

WHEREAS, Town Council for the Town of Valdese is committed to making the Town of Valdese a desirable and inviting community for all citizens; and

WHEREAS, by Resolution dated January 8, 2024, Town Council established an Ad Hoc Drug and Homeless Advisory Task Force Committee (the “Committee”) tasked with exploring ways to address substance abuse and homelessness in the Town of Valdese; and

WHEREAS, the Committee is currently limited to five (5) members; and

WHEREAS, the Town Council desires increase the Committee’s membership so that it will hereinafter consist of a *minimum* of five (5) members who shall be appointed by Town Council.

NOW, THEREFORE, BE IT RESOLVED that membership of the Committee shall include a minimum of five (5) members who shall be citizens of the Town of Valdese having special interest, experience and/or expertise in addressing homelessness and/or the issues surrounding drug use and related criminal activity and who shall be appointed by Town Council.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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

# Memo

**To:** Mayor & Town Council  
**From:** Jessica Lail, Town Clerk  
**Date:** May 3, 2024  
**Re:** Appointment to the Drug & Alcohol Task Force

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Councilwoman Heather Ward has put forward the nomination of Valdese Police Chief Marc Sharpe to serve on the Drug & Alcohol Task Force. If appointed, Chief Sharpe will serve as co-chair alongside of Valdese Police Sergeant William Beck.

jl

**TO:** Valdese Town Council

**FROM:** Larry Johnson, Planning Director

**DATE:** April 30, 2024

**SUBJECT:** Preliminary Plat – Valdese Bluffs  
Larry Bragg, Developer

**Requested Action:** Staff request Town Council approval of the Valdese Bluffs Preliminary Plat

**BACKGROUND:** In the year 2020, the Planning Board viewed a rendering of a Planned Unit Development-Residential (PUD-R) that included multifamily units, a marina, single-family residential, along with commercial development opportunities. The Town of Valdese received a commitment from the State of North Carolina Department of Environment Quality in Spring 2022 to extend water and sewer to the property. However, due to discussions with Duke Energy, the Valdese Bluffs Development is now considered a major subdivision instead of a Planned Unit Development – Residential because the project removed a marina, multi-family units, and commercial development.

A major subdivision approval process begins with the staff approval of a sketch plan, followed by the submission and review of the preliminary plat. Information that should be contained or depicted in the Preliminary Plan and the Final Plat is outlined in 9-3033.01 of the Valdese Subdivision. If the Planning Board recommends approval of the preliminary plat, it shall transmit copies of the plan to the Valdese Council with the recommendation.

The original rendering, a digital copy of the Plat, and Section 9-2033.01 are for your review.

**Recommendation:** Staff has reviewed the Valdese Bluffs Preliminary Plat for compliance with 9-3033.01 (Information to be Continued or Depicted on the Preliminary and Final Plats and finds the Valdese Bluffs includes the required information and therefore recommends Planning Board approval.

**PLANNING BOARD ACTION:** Approval and recommendation that the Valdese Town Council approve the Valdese Bluffs Preliminary Plat.

# Valdeese Bluffs

Prepared for:  
Natural Land Alliance

VALDESE, NC  
MASTER PLAN



- 1 VISTAS
- 5 TO DOWNTOWN
- 2 TOWN PARK
- 6 HIGH SCHOOL
- 3 WALK RCV CONNECTOR
- 7 COMMERCIAL
- 4 LAKE VALDESE PARK

NEIGHBORHOOD	ROAD LENGTH (FT)	AREA (ACRES)	LOT COUNT	AVERAGE LOT SIZE (ACRES)	AVERAGE LOT SIZE (S.F. (NO GREEN SPACE))	AVERAGE LOT WIDTH (FT)	CURRENT ZONING	ZONING REQUESTED
Parkside	950	7.2	39	0.18	8,042	60	R-12A	R-8
Peninsula Point	2,492	12.5	65	0.19	8,377	60	R-12A	R-8
Waterside	1,550	9.2	28	0.33	14,313	80	R-12A	R-8
Overlook	2,364	19.3	101	0.19	8,315	60	R-12A	R-8
<b>TOTALS</b>	<b>9,910</b>	<b>48.2</b>	<b>233</b>	<b>0.21</b>	<b>9,007</b>			

Master Plan is Preliminary & Subject to Change

The following Sections shall be followed to obtain approval of all major subdivisions.

**9-2032.01 Sketch Plan for Major Subdivisions**

Prior to the preliminary plat submission, the subdivider shall submit to the Subdivision Administrator a sketch plan of the proposed subdivision for review and comment containing the following information:

- (1) A sketch vicinity map showing the location of the subdivision in relation to neighboring tracts, subdivisions, roads, and waterways;
- (2) The boundaries of the tract and the portion of the tract to be subdivided;
- (3) The total acreage to be subdivided;
- (4) The existing and proposed uses of the land within the subdivision and the existing uses of the land adjoining it;
- (5) The proposed street layout with approximate pavement and right-of-way width, lot layout, and size of lots;
- (6) The name, address, and telephone number of the owner;
- (7) The name of the proposed subdivision;
- (8) Streets and lots of the adjacent developed or platted properties;
- (9) The zoning classification of the tract and the adjacent properties;

**9-2033 Preliminary Plat—Submission and Review**

- .1 For every subdivision within the territorial jurisdiction established by section 9-2003 of this chapter which does not qualify for the abbreviated minor subdivision procedure, the subdivider shall submit a preliminary plat which shall be reviewed and approved by the Planning Board before any construction or installation of improvements may begin.
- .2 Eight copies of the preliminary plat (as well as any additional copies which the Subdivision Administrator determines are needed to be sent to other agencies) shall be submitted to the Subdivision Administrator at least 20 days before the Planning Board meeting at which the subdivider desires the Planning Board to review the preliminary plat. The Subdivision Administrator shall review the preliminary plat for general compliance with the requirements of this chapter and any other applicable Chapters and shall advise the subdivider or his authorized agent of the procedures to be followed in the preparation and submission of the preliminary and final plats. This review shall in no way be construed as constituting an official action of approval for the recording of the subdivision by the Planning Board or the Town Council as required by this Chapter.
- .3 Submission of the preliminary plat shall be accompanied by the fee as outlined in the Town's Fee Schedule.
- .4 Preliminary plats shall be of a suitable size for recording with the Burke County Register of Deeds and shall be at a scale of no less than one inch equals 200 feet. Maps may be placed on more than one sheet with appropriate match lines. (Reference to Section 9-2035.02 and 9-2035.03)

5. Preliminary plats shall meet the specifications in 9-2035.05. For the purposes of this ordinance, no application shall be considered to have been submitted until it is complete.
  
- .6 After having received the preliminary plat from the subdivider, the Subdivision Administrator shall submit copies of the preliminary plat and any other accompanying material to other officials or agencies concerned with new development including, but not limited to:
  - a. The district highway engineer as to proposed streets, highways, and drainage systems;
  - b. The County Environmental Health Director or Town of Valdese Public Works Director as to proposed water or sanitary sewer systems;
  - c. Any other agency or official designated by the Planning Board or other Town official.
  
- .7 The Planning Board shall review the preliminary plat at or before its next regularly scheduled meeting which follows at least 20 days after the Subdivision Administrator receives the preliminary plat and the comments from the appropriate agencies.
  
- .8 The Planning Board shall, in writing, recommend approval, special approval with recommended changes to bring the plat into compliance, or disapproval with reasons within 20 days of its first consideration of the plat.
  
- .9 If the Planning Board recommends approval of the preliminary plat, it shall retain one copy of the plat for its minutes, and transmit two copies of the plat to the Town Council with its recommendation.

- .10 If the Planning Board recommends special approval of the preliminary plat, it shall keep one copy of the plat for its minutes, transmit two copies of the plat and its recommendation to the Town Council, and return the remaining copies of the plat and its recommendation to the subdivider.
- .11 If the Planning Board recommends disapproval of the preliminary plat, it shall retain one copy of the plat for its minutes, transmit two copies of the plat and its recommendation to the Town Council, and return the remaining copies of the plat and its recommendation to the subdivider.
- .12 If the Planning Board does not make a written recommendation within 30 days after its first consideration of the plat, the subdivider may apply to the Town Council for approval or disapproval.
- .13 If the Planning Board recommends disapproval of the preliminary plat, the subdivider may request the preliminary plat be presented to the Town Council at its next regularly scheduled meeting for consideration.
- .14 If the Town Council approves the preliminary plat, such approval shall be noted on two plats. One plat shall be retained by the Town Council and one copy shall be returned to the subdivider. If the Town Council approves the preliminary plat with conditions, approval shall be noted on two plats along with a reference to the conditions. One plat along with the conditions shall be retained by the Town Council and one preliminary plat along with the conditions shall be returned to the subdivider. If the Town Council disapproves of the preliminary plat, the reasons for such disapproval shall be specified in writing. One plat and the reasons shall be retained by the Town Council and one plat shall be returned to the subdivider.

<b>9-2033.01 Information to be Contained or Depicted on the Preliminary and Final Plats.</b>
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The preliminary and final plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required:

Title Block Containing <ul style="list-style-type: none"> <li>▪ Property designation</li> <li>▪ Name of Owner</li> <li>▪ Location (including township, county and state)</li> <li>▪ Date or dates survey was conducted and plat prepared</li> <li>▪ A scale of drawing in feet per inch listed in words or figures</li> <li>▪ A bar graph.</li> <li>▪ Name, address, registration number of the registered land surveyor</li> </ul>	X	X
Name of the subdivider	X	X
A sketch vicinity map showing the relationship between the proposed subdivision and surrounding area.	X	X
Corporate limits, township boundaries, county lines if on the subdivision tract	X	X
Names, addresses and telephone numbers of all owners, registered land surveyors, land planners, architects, landscape architects, and professional engineers responsible for the subdivision	X	X
Registration numbers and seals of professional engineers	X	X
The boundaries of the tract, or portion thereof, to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X	X
North arrow and orientation	X	X
The names of owners of adjacent properties	X	X
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands.	X	X
The names of any adjoining subdivisions of record or proposed and under review.	X	X
The zoning classifications of the tract to be subdivided and adjoining properties.	X	X
Existing property lines of tract to be subdivided and adjoining properties.	X	X
Existing buildings or other structures water courses, railroads, bridges, culverts, storm drains on the land to be subdivided and	X	X

land immediately adjoining.		
Proposed lot lines, lot and block numbers, and approximate dimensions	X	X
The lots numbered consecutively throughout the subdivision.		X
Wooded areas, marshes, swamps, rock outcrops, ponds, lakes, streams, streambeds and any other natural features affecting the site.	X	X
<ul style="list-style-type: none"> <li>▪ The exact location of the flood hazard, floodway and floodway fringe from the community's FEMA maps</li> <li>▪ Base flood elevation data for subdivisions which contain at least five (5) lots or fifty acres, whichever is less</li> </ul>	X	X

Proposed streets	X	X
Existing and platted streets on adjoining properties and in the proposed subdivision	X	X
Rights-of-way locations and dimensions	X	X
Pavement widths	X	X
Design engineering data for all corners and curves	X	X
Typical street cross sections	X	X
Street names	X	X
Street maintenance agreement in accordance with Section 9-2050.04 and 9-2050.05 of this chapter.		X
Type of street dedication; all streets must be designated "public" or "private."	X	X
<i>Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the Subdivision Administrator for approval prior to preliminary plat approval.</i>		
<i>Where public streets are involved which will not be dedicated to the Town, the subdivider shall supply the Subdivision Administrator with all the appropriate documentation for NCDOT District Highway Office review and approval.</i>		
Where streets are to be dedicated to the public, but have not been accepted into the Town or the state system before lots are sold, a statement explaining the status of the streets in accordance with Section 9-2050.05 of this chapter.		X
If any street is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the NCDOT, Division of Highways' Manual on Driveway Regulations.		X
Evidence that the subdivider has obtained such approval	X	X

Location of all easements	X	X
Trails	X	X
Natural buffers	X	X
Pedestrian or bicycle paths	X	X
Parks and recreation areas with specific type indicated	X	X
School sites	X	X
Areas to be dedicated to or reserved for public use	X	X
Areas to be used for purposes other than residential with the purposes of each stated	X	X
The future ownership of recreation and open space lands.  <i>Dedication or reservation for public use to governmental body, for owners to duly constituted homeowners' association, or for tenants remaining in subdivider's ownership.</i>	X	

Location of all utility easements	X	X
If deemed necessary by the Subdivision Administrator, the plans for utility layouts including: Sanitary sewers Storm sewers Other drainage facilities, if any Water distribution lines Natural gas lines Telephone lines Cable or Internet lines Electric lines Plans should illustrate connections to existing systems, showing line sizes, the location of fire hydrants, blow-offs, manholes, force mains and gate valves.	X	X
Plans for individual water supply and sewerage disposal systems, if any	X	X

Acres in total tract to be subdivided	X	X
Acres in parks and recreation areas, and other nonresidential uses	X	X
Total number of parcels created	X	X
Acres of each lot in the subdivision	X	X
Linear feet in streets	X	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National	X	X

Register of Historic Places		
Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line (with errors of closure), block line and building line, whether curved or straight, and including true north point. This should include the radius, central angle, point of tangency, tangent distance and arcs and chords of all curved streets and curved property lines. All dimensions should be to the nearest one-tenth (1/10) of a foot and angles to the nearest minute.		X
The accurate location and description of all monuments, markers and control points		X
A copy of any proposed deed restrictions or similar covenants. Such restrictions are mandatory when private recreation areas are established	X	X
A copy of the erosion control plan submitted to the appropriate authority, if such plan is required.	X	X
Topographic map with contour intervals of no greater than 20 ft. at a scale of no less than 1:24,000.	X	
All certifications required in section 9-2035.04		X
Any other information considered by either the subdivider, Planning Board or Town Council to be pertinent to the review of the plat.	X	X

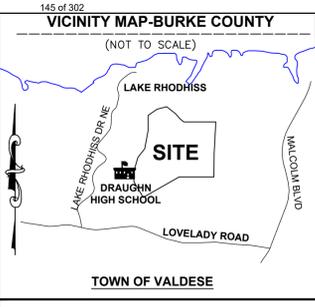
Plats not illustrating or containing the above listed data shall be returned by the Subdivision Administrator to the subdivider or his authorized agent for completion and resubmission.

### **Section 9-2034 FINAL PLAT APPROVAL PROCESS.**

#### **9-2034.01 Improvements Installation.**

Upon the approval of the preliminary plat by the Planning Board and Town Council, the subdivider may proceed with the preparation of the final plat and install the required improvements or arrange for installation of the required improvements in accordance with the approved preliminary plat and the requirements of this chapter.

Prior to approval of a final plat, the subdivider shall have completed installation of the improvements or provided guarantees of such installation, as specified in this chapter.



**OWNER AND SUBDIVIDER:**  
 NATURAL LAND ALLIANCE, INC.  
 1036 PENINSULA DRIVE  
 BELMONT, NC 28012

**PROJECT SURVEYOR:**  
 WEST CONSULTANTS, PLLC  
 DOLPHUS E. HARMON, PLS 3333  
 405 SOUTH STERLING STREET  
 MORGANTON, NC 28655  
 828-433-5661

**CIVIL ENGINEER:**  
 WEST CONSULTANTS, PLLC  
 BENJAMIN B. THOMAS, PE 20757  
 405 SOUTH STERLING STREET  
 MORGANTON, NC 28655  
 828-433-5661

**UTILITIES AVAILABLE:**  
 WATER: TOWN OF VALDESE  
 SEWER: TOWN OF VALDESE  
 ELECTRIC: DUKE ENERGY  
 GAS: NONE

**PARCEL INFORMATION:**  
 PIN: 2744742158  
 TAX MAP NUMBERS: 48-12-13  
 RECORD NUMBER: 30917  
 ZONING: R-8  
 PROPOSED ZONING: R-8  
 TOWNSHIP: LOVELADY  
 DEED REFERENCE: DB 2312 PG 264  
 TOTAL ACREAGE FOR TRACT: 104.97  
 TOTAL ACREAGE FOR S/D: 46.27  
 TOTAL PARCELS CREATED: 143

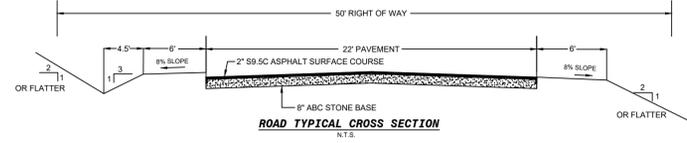
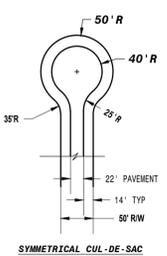
**ROAD LENGTHS:**  
 HOYLE POINT RD NE = 3,826'  
 PARKSIDE ROAD NE = 771'  
 LAKE POINT RD NE = 1,551'  
 OVERLOOK RIDGE CT NE = 1,148'  
 INLET SHORE RD NE = 928'  
 (INLET SHORE RD NE IS A CONTINUATION OF AN EXISTING ROAD)

- NOTES:**
- 1- ALL DISTANCES ARE HORIZONTAL.
  - 2- BOUNDARY BASED ON AN OFFICIAL SURVEY.
  - 3- MINIMUM SETBACKS ESTABLISHED FOR ALL LOTS (UNLESS OTHERWISE DETERMINED BY AUTHORITIES HAVING JURISDICTION):  
 FRONT YARD: 20 FEET  
 SIDE YARD: 10 FEET  
 SIDE YARD ABUTTING A STREET: 15 FEET  
 REAR YARD: 25 FEET
  - 4- ALL COMMON SPACES SHALL BE OWNED AND CONTROLLED BY THE PROPERTY OWNERS ASSOCIATION.
  - 5- ALL UTILITIES TO BE LOCATED WITHIN PROPOSED ROAD RIGHTS OF WAY.
  - 6- THE PROPOSED METHOD FOR WATER SERVICE FOR EACH LOT IS TO USE PUBLIC WATER SERVICE.
  - 7- THE PROPOSED METHOD OF SEWAGE DISPOSAL FOR EACH LOT IS TO USE PUBLIC SEWER SERVICE.
  - 8- ALL PROPOSED STREETS WILL BE PUBLIC AND MAINTAINED BY THE TOWN OF VALDESE.
  - 9- THE MINIMUM LOT SIZE IS 8,000 SF.
  - 10- POA RESERVES A 10' WIDE UTILITY EASEMENT ALONG ALL SIDE & REAR LOT LINES (5' EACH SIDE OF LINE).
  - 11- SEPARATE CONSTRUCTION DRAWINGS WILL BE PREPARED ADDRESSING STORMWATER, EROSION CONTROL, AND WATER/SEWER SUPPLY IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
  - 12- ALL ROADS REQUIRE STREETS SIGNS AND SHALL MATCH TOWN OF VALDESE REQUIREMENTS.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	500.00'	101.49'	101.31'	S 58°04'31" W
C2	500.00'	123.74'	123.42'	S 56°48'01" W
C3	500.00'	357.45'	349.89'	N 30°34'07" E
C4	230.00'	193.85'	188.17'	S 34°14'01" W
C5	150.00'	287.68'	245.57'	N 06°08'52" E
C6	500.00'	181.52'	180.52'	S 38°23'41" E
C7	1000.00'	211.78'	211.38'	N 34°03'41" W
C8	280.00'	155.30'	153.32'	N 24°24'00" W
C9	230.00'	133.20'	131.35'	N 08°04'48" E
C10	230.00'	88.45'	87.91'	N 39°55'36" W
C11	230.00'	88.45'	87.91'	N 39°55'36" W
C12	230.00'	159.69'	156.50'	S 09°01'11" E
C13	230.00'	164.69'	161.19'	N 09°38'34" W
C14	500.00'	185.31'	184.25'	S 62°21'06" E
C15	150.00'	157.96'	150.76'	N 21°33'58" W
C16	150.00'	182.34'	171.32'	S 43°25'33" E
C17	100.00'	161.35'	144.41'	N 81°59'59" W
C18	100.00'	57.23'	56.45'	N 52°10'20" W
C19	47.14'	107.39'	85.63'	N 39°15'52" E
C20	78.36'	38.28'	37.90'	S 13°16'00" E

LINE	BEARING	LENGTH
L1	S 52°15'38" W	190.66'
L2	N 63°53'24" E	104.47'
L3	S 49°42'38" W	402.44'
L4	S 61°05'25" W	678.77'
L5	N 48°47'42" W	145.97'
L6	S 27°59'39" E	679.90'
L7	N 40°07'42" W	166.59'
L8	N 40°17'22" W	76.46'
L9	S 08°30'38" E	202.17'
L10	S 24°40'15" W	203.55'
L11	N 28°54'35" W	75.89'
L12	S 50°56'37" E	251.10'
L13	N 28°54'35" W	175.00'
L14	N 10°52'12" E	38.81'
L15	N 30°09'20" W	274.30'
L16	N 72°58'09" W	370.98'
L17	N 08°36'07" E	36.64'
L18	S 78°14'58" W	214.34'
L19	N 51°46'38" E	46.74'
L20	N 35°46'36" W	338.05'
L21	N 68°34'04" W	52.46'
L22	N 27°15'45" W	126.69'



**PRELIMINARY PLAT FOR VALDESE BLUFFS SUBDIVISION**

LOVELADY TOWNSHIP  
 BURKE COUNTY, NORTH CAROLINA

CAD BY BWS	SURVEY DATE: AUGUST 10, 2022
PROJECT # 19106	PROJECT DATE: FEBRUARY 15, 2024

**WEST CONSULTANTS, PLLC**  
 405 South Sterling Street  
 Morganton, NC 28655  
 (828) 433-5661  
 Fax (828) 433-5662  
 NC License No. P-0210  
 www.west-consultants.com

SCALE 1" = 150'  
 150 75 0 75 150 300  
 CONTOUR INTERVAL = 5'  
 SHEET: 1 OF 2

LINE	BEARING	DISTANCE									
L1	S76°02'44"W	23.08'	L120	N83°52'44"W	25.36'	L239	S65°43'07"E	43.79'	L358	N06°46'40"W	18.22'
L2	N56°33'01"W	30.34'	L121	N49°05'49"W	48.50'	L240	S18°23'43"E	47.37'	L359	N00°06'43"E	21.12'
L3	N57°16'51"W	22.35'	L122	N49°05'49"W	19.57'	L241	S81°17'01"E	38.96'	L360	N08°07'30"W	19.50'
L4	N00°02'44"W	27.43'	L123	N33°47'52"W	28.99'	L242	S21°39'23"W	28.33'	L361	N28°19'18"W	16.45'
L5	N66°52'57"W	31.57'	L124	N21°33'43"W	30.42'	L243	S59°42'23"W	62.77'	L362	N43°55'35"W	30.21'
L6	N49°35'46"W	21.20'	L125	N31°09'43"W	61.98'	L244	S60°07'27"E	27.19'	L363	N49°15'29"W	17.59'
L7	N22°36'43"W	34.96'	L126	N57°11'45"W	20.77'	L245	N39°30'28"W	19.66'	L364	N49°15'29"W	14.47'
L8	N67°38'38"W	35.96'	L127	N43°18'48"W	34.55'	L246	N88°09'26"W	5.67'	L365	N40°36'02"W	11.91'
L9	S81°47'56"W	18.54'	L128	N48°16'06"W	29.72'	L247	S56°35'21"W	39.59'	L366	N10°07'05"W	20.69'
L10	S87°02'53"W	30.60'	L129	N31°48'51"W	52.56'	L248	S00°29'39"E	31.56'	L367	N11°36'01"W	20.59'
L11	S88°31'12"W	43.78'	L130	N28°05'30"W	47.99'	L249	S59°04'11"E	15.30'	L368	N26°50'42"E	9.12'
L12	N84°25'57"W	35.83'	L131	N02°04'03"W	6.15'	L250	N18°27'18"E	18.57'	L369	S89°49'25"E	15.07'
L13	N84°25'57"W	10.03'	L132	N20°10'33"W	40.95'	L251	N34°31'52"E	50.77'	L370	N81°04'00"E	4.91'
L14	N47°09'54"W	37.61'	L133	N59°35'40"W	29.23'	L252	S84°13'47"W	40.17'	L371	N47°12'03"E	9.42'
L15	N70°12'52"W	22.39'	L134	N88°07'47"W	40.91'	L253	N39°40'32"E	35.48'	L372	N06°29'46"W	6.98'
L16	S74°19'24"W	38.83'	L135	N72°26'46"E	9.41'	L254	N16°46'41"E	39.62'	L373	N23°53'43"E	9.55'
L17	N32°49'32"W	29.62'	L136	N61°43'39"E	28.65'	L255	N20°46'29"E	25.88'	L374	S21°14'41"E	8.79'
L18	N46°04'12"W	14.31'	L137	N27°53'12"E	12.05'	L256	N24°59'17"E	25.58'	L375	S39°57'58"E	20.23'
L19	N46°04'12"W	28.85'	L138	N49°38'28"W	22.25'	L257	N81°04'13"E	32.73'	L376	S71°11'57"E	26.58'
L20	N07°50'31"E	16.11'	L139	N73°37'07"W	34.55'	L258	S78°33'47"E	27.79'	L377	N37°10'33"E	34.32'
L21	N19°10'02"W	23.25'	L140	N47°32'13"W	18.42'	L259	N02°24'22"W	9.20'	L378	N39°00'43"E	19.90'
L22	N51°06'44"W	22.14'	L141	N67°55'15"E	17.17'	L260	N70°31'16"W	26.89'	L379	N39°00'43"E	19.18'
L23	N24°44'40"W	17.98'	L142	N19°09'57"W	37.44'	L261	N14°20'42"W	45.17'	L380	N23°38'09"E	27.09'
L24	N66°43'44"W	17.60'	L143	N31°27'27"W	62.84'	L262	N26°15'23"W	40.53'	L381	N62°21'30"E	23.93'
L25	S77°50'49"W	21.79'	L144	N20°54'01"W	37.79'	L263	N03°00'01"E	82.56'	L382	S79°41'24"E	26.99'
L26	N26°55'58"W	48.05'	L145	N02°41'03"W	34.00'	L264	N58°14'41"W	78.15'	L383	N84°57'52"E	23.14'
L27	N60°57'52"W	12.82'	L146	N22°40'34"W	44.10'	L265	N00°24'48"W	17.90'	L384	N11°52'24"E	25.78'
L28	S79°15'31"W	23.73'	L147	N07°18'22"W	56.85'	L266	N14°22'52"E	29.11'	L385	N64°18'43"E	26.52'
L29	N55°15'06"W	17.35'	L148	N12°27'46"W	19.26'	L267	N28°01'55"W	33.67'	L386	N70°17'23"E	26.76'
L30	N59°36'39"W	38.51'	L149	N27°24'40"W	42.38'	L268	N41°30'06"W	28.52'	L387	S66°27'10"E	8.84'
L31	N77°44'04"W	52.77'	L150	N19°20'00"W	39.39'	L269	N79°26'46"W	21.26'	L388	N25°01'23"E	22.43'
L32	N34°08'40"W	8.48'	L151	S89°13'32"W	4.83'	L270	N22°50'04"W	91.39'	L389	N20°25'09"E	28.73'
L33	N34°08'40"W	8.48'	L152	S89°13'32"W	26.14'	L271	N59°16'33"W	38.21'	L390	N37°34'50"E	25.57'
L34	N21°59'23"W	55.91'	L153	S21°57'40"E	48.87'	L272	N34°07'41"W	36.44'	L391	N53°44'08"E	29.34'
L35	N48°41'21"W	33.43'	L154	S17°48'20"E	30.06'	L273	N16°58'53"E	19.39'	L392	N54°38'22"E	37.49'
L36	N68°02'25"W	46.72'	L155	S14°59'41"E	46.95'	L274	N33°01'10"W	24.40'	L393	N66°48'19"E	31.21'
L37	N19°35'48"W	28.04'	L156	S14°59'41"E	46.95'	L275	N16°59'00"W	44.83'	L394	N59°43'11"E	36.29'
L38	N69°07'17"W	15.89'	L157	S08°19'42"E	34.49'	L276	N78°26'21"W	83.91'	L395	N72°25'43"E	30.40'
L39	N81°02'36"W	17.10'	L158	S20°46'04"E	55.20'	L277	N16°48'49"W	43.40'	L396	N73°44'02"E	31.80'
L40	N82°34'01"W	58.31'	L159	S28°09'05"E	55.79'	L278	N83°30'27"E	12.00'	L397	N65°00'39"E	24.34'
L41	N22°38'38"W	32.16'	L160	S33°22'04"E	51.13'	L279	N24°11'58"E	30.53'	L398	N78°21'05"E	25.49'
L42	N30°15'29"W	39.15'	L161	S31°57'29"E	44.01'	L280	N77°47'25"W	40.55'	L399	S85°29'28"E	36.87'
L43	N53°30'14"W	17.04'	L162	N67°55'15"E	3.18'	L281	N40°35'15"E	24.54'	L400	S70°35'19"E	28.43'
L44	N19°08'37"W	38.14'	L163	N06°00'08"E	3.10'	L282	N00°47'24"W	22.61'	L401	S42°15'30"E	39.69'
L45	N19°52'34"E	42.96'	L164	N51°55'08"W	30.24'	L283	N26°20'46"E	56.94'	L402	S30°06'38"E	45.82'
L46	N22°14'17"W	23.80'	L165	N55°29'09"W	35.38'	L284	N56°03'31"E	49.80'	L403	S38°52'45"E	46.14'
L47	N75°34'48"W	46.03'	L166	S51°37'40"W	11.79'	L285	N57°53'14"W	40.16'	L404	S45°21'16"E	48.08'
L48	N75°34'48"W	3.87'	L167	S51°37'40"W	9.29'	L286	N26°02'52"E	54.50'	L405	S51°25'26"E	53.87'
L49	N21°30'02"W	39.53'	L168	S37°43'54"E	34.47'	L287	N50°50'45"E	52.19'	L406	S67°08'56"E	34.48'
L50	N06°20'59"W	9.59'	L169	S72°11'52"E	48.98'	L288	N28°24'49"E	38.83'	L407	S64°08'41"E	50.47'
L51	N05°45'16"E	41.40'	L170	N06°00'08"E	13.62'	L289	N50°04'56"W	11.18'	L408	S50°46'52"E	45.01'
L52	N04°11'01"W	20.99'	L171	N23°54'41"W	14.34'	L290	N28°03'12"W	24.61'	L409	S34°20'45"E	37.89'
L53	N53°34'30"W	10.24'	L172	N13°55'05"E	49.13'	L291	N14°00'35"E	16.95'	L410	S29°52'13"E	46.24'
L54	N61°35'01"W	28.95'	L173	N00°53'55"W	44.05'	L292	N86°12'39"E	26.23'	L411	S26°47'37"E	43.84'
L55	N16°01'35"W	38.68'	L174	N69°40'25"W	26.79'	L293	N06°52'40"E	34.48'	L412	S60°21'53"E	34.13'
L56	N59°37'36"W	27.19'	L175	N51°16'00"W	17.33'	L294	N00°23'59"E	25.04'	L413	N78°49'50"E	44.31'
L57	N37°55'05"W	41.22'	L176	N43°49'18"W	41.53'	L295	N44°04'48"E	49.67'	L414	S40°29'20"W	27.63'
L58	N46°58'44"W	17.77'	L177	N41°20'59"W	49.91'	L296	N03°20'56"E	24.70'	L415	N59°42'23"E	20.70'
L59	N14°51'35"W	24.14'	L178	N55°36'47"W	40.34'	L297	N43°57'38"E	64.70'	L416	N30°52'24"W	35.69'
L60	N26°52'48"W	28.55'	L179	N06°30'26"E	43.57'	L298	N32°58'22"W	53.40'	L417	S40°39'36"W	11.90'
L61	N03°14'18"E	61.34'	L180	N01°01'18"W	38.06'	L299	N20°53'44"W	45.48'	L418	S14°20'42"E	33.08'
L62	N15°52'50"E	20.38'	L181	N40°31'16"E	41.72'	L300	N28°56'38"E	45.48'	L419	S22°45'02"E	31.15'
L63	S66°01'16"W	6.24'	L182	N81°38'36"E	11.19'	L301	N81°04'10"E	71.44'	L420	S51°52'28"E	19.75'
L64	N54°48'28"W	19.03'	L183	N19°50'54"E	60.44'	L302	N43°47'42"E	91.60'	L421	S12°53'36"E	33.03'
L65	N41°11'08"W	24.99'	L184	N80°20'48"W	15.05'	L303	N52°23'34"E	109.14'	L422	S36°50'04"W	39.22'
L66	N32°31'23"W	16.08'	L185	N80°20'48"W	9.48'	L304	S89°03'23"E	110.05'	L423	N68°13'18"W	6.55'
L67	N37°12'33"W	18.61'	L186	N18°27'19"E	39.37'	L305	N24°45'00"E	14.94'	L424	N26°15'23"W	21.89'
L68	N26°32'01"W	28.60'	L187	N12°42'34"E	27.98'	L306	N56°59'15"W	27.03'	L425	N58°14'41"W	38.58'
L69	N24°47'53"W	33.74'	L188	N11°53'45"E	32.92'	L307	N41°52'35"E	15.81'	L426	N61°23'38"E	14.77'
L70	N32°41'12"W	46.21'	L189	N27°26'51"E	6.61'	L308	N09°12'27"E	20.60'	L427	S35°55'05"E	33.80'
L71	N00°50'03"E	6.27'	L190	N27°26'51"E	43.76'	L309	N87°04'59"W	22.48'	L428	S66°27'10"E	2.27'
L72	S05°34'03"W	8.62'	L191	N02°38'45"E	35.38'	L310	N30°56'55"W	26.18'	L429	N49°50'15"E	47.24'
L73	N51°29'13"W	58.14'	L192	N28°38'28"E	22.35'	L311	N43°14'26"E	19.73'	L430	N54°17'36"E	30.58'
L74	N66°21'47"W	101.48'	L193	N16°56'41"E	19.82'	L312	N27°52'12"W	45.51'	L431	N20°14'36"E	38.26'
L75	N22°35'30"E	58.59'	L194	N08°59'43"W	22.11'	L313	N35°34'11"W	19.20'	L432	N26°05'28"E	18.13'
L76	S54°32'14"W	7.25'	L195	N08°59'43"W	16.63'	L314	N01°39'02"E	9.88'			
L77	S18°05'41"W	23.23'	L196	N40°14'03"W	22.95'	L315	N86°59'57"E	22.13'			
L78	S11°09'23"W	39.17'	L197	N09°33'14"E	35.74'	L316	N22°56'55"E	32.75'			
L79	N20°18'37"W	26.02'	L198	N42°11'01"W	26.05'	L317	N60°45'02"E	23.08'			
L80	S65°46'17"W	28.68'	L199	N06°46'17"E	10.02'	L318	N09°55'05"W	25.82'			
L81	N66°35'42"W	54.28'	L200	N06°46'17"E	12.73'	L319	N08°08'26"W	13.01'			
L82	N24°26'45"W	50.74'	L201	N36°50'47"W	21.74'	L320	N43°11'59"E	19.21'			
L83	N54°21'24"E	52.70'	L202	N15°26'49"W	45.69'	L321	N00°14'48"W	25.39'			
L84	N58°34'06"E	15.62'	L203	N02°42'12"W	30.46'	L322	N26°40'34"E	20.11'			
L85	S51°35'41"W	52.22'	L204	N33°47'20"W	76.21'	L323	N34°36'16"W	27.13'			
L86	N52°34'26"W	35.00'	L205	N07°20'51"E	41.83'	L324	N27°38'47"E	12.81'			
L87	N58°14'13"W	58.71'	L206	N58°48'53"W	40.77'	L325	S68°42'40"E	11.32'			
L88	N56°18'32"W	35.89'	L207	N08°53'24"W	31.96'	L326	S66°36'47"E	9.88'			
L89	N17°19'04"W	60.51'	L208	N26°56'25"W	51.70'	L327	N46°33'17"E	43.33'			
L90	N44°45'00"W	37.05'	L209	N75°15'57"W	18.36'	L328	N02°41'56"E	12.70'			
L91	N44°22'26"W	38.30'	L210	N29°54'32"W	61.75'	L329	N39°49'32"W	17.94'			
L92	N31°13'31"W	67.36'	L211	N68°16'16"E	32.35'	L330	N01°00'45"W	13.74'			
L93	N19°53'29"W	37.29'	L212	N23°06'41"E	21.80'	L331	N52°38'12"E	30.14'			
L94	N34°42'25"W	19.50'	L213	N58°00'32"W	44.11'	L332	N55°21'22"W	15.03'			
L95	N15°32'13"W	27.29'	L214	N28°16'02"E	54.60'	L333	N58°44'33"W	20.33'			
L96	N39°11'32"W	21.31'	L215	N31°24'47"E	30.93'	L334	N04°50'51"W	28.32'</			

Capital Project Ordinance Amendment # 4-34

Subject: Lakeside Park Pavilion

Description: This amendment transfers private donations from the McGalliard Bridge project to Lakeside Park project.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
33.3970.001	Donations	18,722.35	
34.3970.003	Donations		18,722.35
Total		\$18,722.35	\$18,722.35

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
33.6200.760	Construction		155.53
33.6200.040	Professional Services		18,566.82
34.6200.760	Construction	18,722.35	
Total		\$18,722.35	\$18,722.35

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.

**RESOLUTION EXEMPTING ENGINEERING SERVICES FOR 102 TORRE PELLICE ST SE, VALDESE, NC (REID: 38617) FROM G.S. 143-64.31**

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Valdese proposes to enter into a contract for engineering services for work on 102 Torre Pellice St SE, Valdese, NC; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

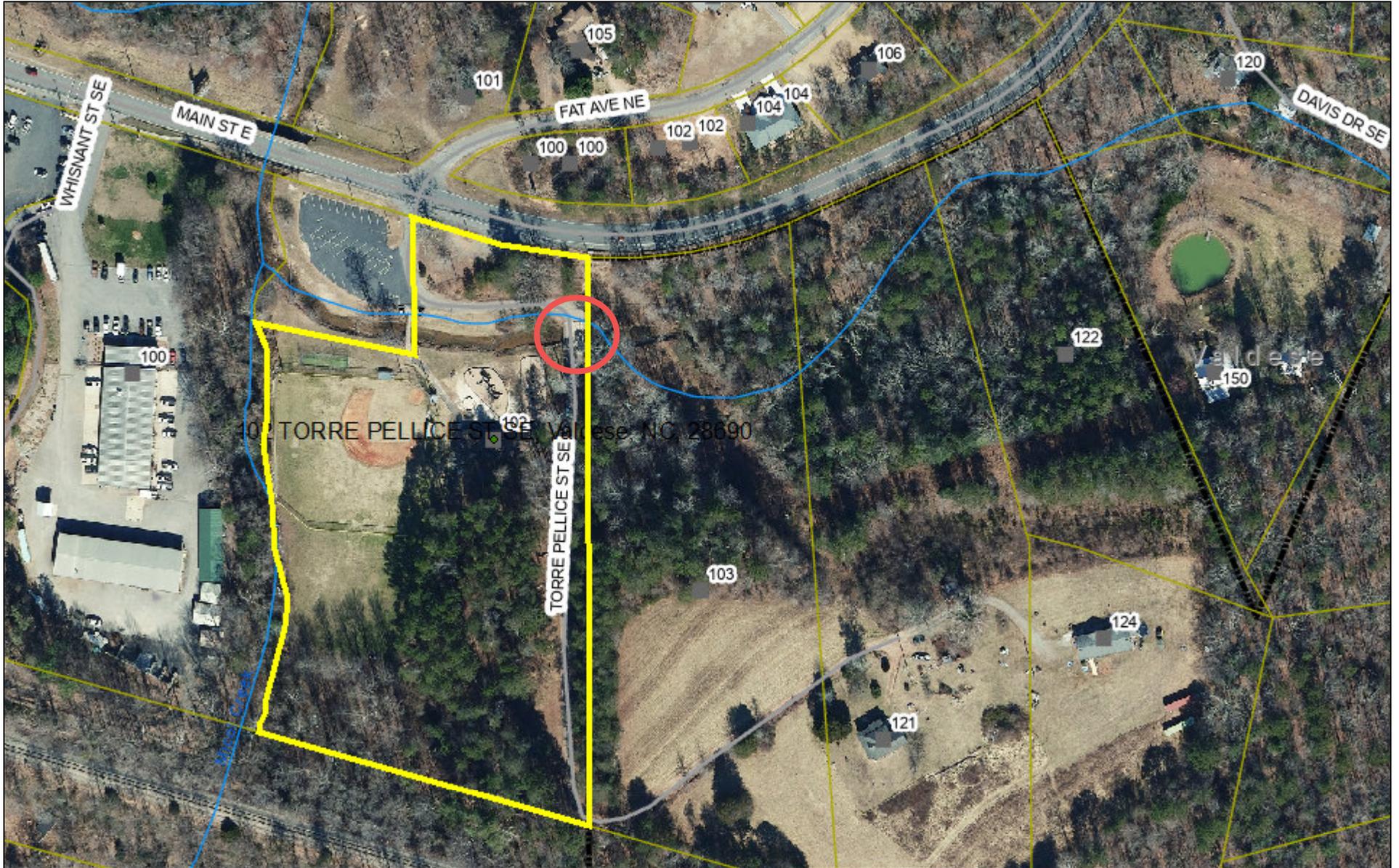
(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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

# 102 Torre Pellice St E



## **RESOLUTION AUTHORIZING SALE OF REAL PROPERTY**

*Sale of 0.41 Acre Tract at 118 Fat Ave NE, Valdese, NC (REID: 693)*

WHEREAS, the Town of Valdese (the "Town") is the owner of that certain tract or parcel of real property (the "Property") situated in Lovelady Township, Valdese, North Carolina commonly known as 118 Fat Ave, Valdese, North Carolina, PIN: 2743541703, REID: 693, which Property is more particularly described in Deed Book 2284, Page 883-885 as follows:

BEGINNING on a point at the west edge of US Highway 70, the same being the southeast corner of the C.L. Parris Tract III property (Book 823, page 61, Burke County Registry) and runs with the west edge of US Highway 70, South 32° 31" West 103 .07 feet to a ½-inch iron pin set at the west edge of US Highway 70; thence with the north line of the Denise G. Cannon property the following two (2) courses and distances: (1) North 63° 57' 30" West 61.75 feet to a ¾-inch iron pipe set, (2) North 36° 38' 20" West total distance 144.44 feet to a point in the centerline of Fat Road (SR 1589); thence with the centerline of Fat Road the following two (2) courses and distances: (1) North 47° 38' 30" East 63.97 feet, (2) North 59° 6' 10" East 46.57 feet; thence with the south line of the C.L. Parris property South 41 ° 44' 30" East total distance 165.00 feet to the point of BEGINNING and containing 0.49 acres, more or less. The above description is taken from a survey entitled "Property of Roland Gonzalez and wife, Janice Gonzalez" prepared by Associates Surveyors dated October 16, 1996, revised October 28, 1996.

BACK REFERENCE: Tax Foreclosure File No. 15 CvD 426, in the office of the Clerk of Superior Court of Burke County. See Estate File Nos. 99 E 471 and 99 E 472 in the office of the Clerk of Superior Court of Burke County and Book 871, page 508, Burke County Registry.

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, on or about December 22, 2023, the Town received an offer to purchase the Property from Brian Shuping for \$8,500.00; and

WHEREAS, at its February 16, 2024 regular meeting, Town Council adopted a Resolution Authorizing Upset Bid Process authorizing the sale of the Property through the upset bid procedure of North Carolina General Statute § 160A-269;

WHEREAS, as required by N.C.G.S. § 160A-269, the Town Council directed Town representatives to publish notice of the Town’s intent to accept the offer and notice that persons could raise the bid, and that notice was published;

WHEREAS, the offer of T.L. Norman Land Company for \$14,000.00 is the last and highest bid for the Property; and

WHEREAS, the Town does not need the Property, and the Town therefore desires to accept the offer made by T.L. Norman Land Company and sell the Property to T.L. Norman Land Company upon the terms hereafter set forth; and

WHEREAS, T.L. Norman Land Company will be responsible for all legal fees associated with preparing the closing documents and all closing costs necessary to transfer ownership from the Town to T.L. Norman Land Company.

IT IS THEREFORE RESOLVED that, pursuant to N.C.G.S. § 160A-269, the sale of the Property to T.L. Norman Land Company for the purchase price of \$14,000.00 is approved and the Town Manager is hereby authorized and directed to deliver to T.L. Norman Land Company a special warranty deed for the Property upon receipt of the purchase price, subject to the following terms and conditions: that the Property shall be sold “as is” and subject to all existing easements; that the Town shall reserve easements for all Town utility lines located on or under the property, if any; that T.L. Norman Land Company pay all legal fees associated with preparation of the closing documents and all closing costs necessary to transfer ownership from the Town to T.L. Norman Land Company.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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

## **RESOLUTION AUTHORIZING SALE OF REAL PROPERTY**

*Sale of 2.09 Acre Tract at 104 Roller Street SW, Valdese, NC (REID: 30985)*

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 104 Roller Street SW, Valdese, North Carolina, PIN: 2733654336, REID: 30985, which Property is more particularly described in Deed Book 2078, Pages 494, Burke County Registry as follows:

BEING ALL of Tract 3, containing 2.730 acres, more or less, as shown on that certain plat entitled “Property to be conveyed to Solely DG, LLC”, prepared by Douglas A. Garber, PLS, dated October 27, 2011, as recorded in Plat Book 41, Page 234, Burke County Registry.

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, on or about March 13, 2024, the Town received an offer to purchase the Property from Barktopia Stay & Play Pet Resort & Daycamp, LLC for \$35,000.00; and

WHEREAS, at its April 1 2024 regular meeting, Town Council adopted a Resolution Authorizing Upset Bid Process authorizing the sale of the Property through the upset bid procedure of North Carolina General Statute § 160A-269;

WHEREAS, as required by N.C.G.S. § 160A-269, the Town Council directed Town representatives to publish notice of the Town’s intent to accept the offer and notice that persons could raise the bid, and that notice was published;

WHEREAS, no upset bids were received within the ten (10) day upset bid period and the offer of Barktopia Stay & Play Pet Resort & Daycamp, LLC for \$35,000.00 is the last and highest bid for the Property; and

WHEREAS, the Town does not need the Property, and the Town therefore desires to accept the offer made by Barktopia Stay & Play Pet Resort & Daycamp, LLC and sell the Property to Barktopia Stay & Play Pet Resort & Daycamp, LLC upon the terms hereafter set forth; and

WHEREAS, Barktopia Stay & Play Pet Resort & Daycamp, LLC will be responsible for all legal fees associated with preparing the closing documents and all closing costs necessary to transfer ownership from the Town to Barktopia Stay & Play Pet Resort & Daycamp, LLC.

IT IS THEREFORE RESOLVED that, pursuant to N.C.G.S. § 160A-269, the sale of the Property to Barktopia Stay & Play Pet Resort & Daycamp, LLC for the purchase price of \$35,000.00 is approved and the Town Manager is hereby authorized and directed to deliver to Barktopia Stay & Play Pet Resort & Daycamp, LLC a special warranty deed for the Property upon receipt of the purchase price, subject to the following terms and conditions: that the

Property shall be sold “as is” and subject to all existing easements; that the Town shall reserve easements for all Town utility lines located on or under the property, if any; that Barktopia Stay & Play Pet Resort & Daycamp, LLC pay all legal fees associated with preparation of the closing documents and all closing costs necessary to transfer ownership from the Town to Barktopia Stay & Play Pet Resort & Daycamp, LLC.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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

## RESOLUTION AUTHORIZING UPSET BID PROCESS

*Sale of 1.00 +/- Acre Tract at 308 Stuart Ave SE, Valdese, NC (REID: 10507)*

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 308 Stuart Ave SE, Valdese, North Carolina, PIN: 2743526258, REID: 10507, which Property is more particularly described in Deed Book 1044, Pages 150-152, Burke County Registry as follows:

**BEGINNING on iron stake at the intersection of the new road and runs then North 76° East with north margin of said new road, 18½ poles to stake, a corner of Lot No 3, then with Lot No. 3, 24 poles more or less to a stake in the road, then with the road, 26 poles to the point of BEGINNING, containing 1 acre, more or less, being Lot No 4 of Report of Commissioners Deed.**

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, on or about March 25, 2024, the Town received an offer to purchase the Property from Michael R. Abee for \$10,000.00; and

WHEREAS, Michael R. Abee has deposited five percent (5%) of its bid with the town clerk.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The Town Council authorizes sale of the Property through the upset bid procedure of North Carolina General Statute §160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:
  - (a) the Town Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
  - (b) the buyer must pay the purchase price in certified funds at the time of closing;
  - (c) the Property shall be sold "as is" and subject to all existing easements;
  - (d) the Town will reserve easements for all town utility lines located on or under the Property; and
  - (e) the Property shall be conveyed by special warranty deed.
8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

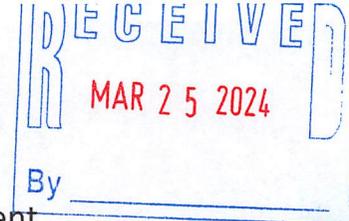
THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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



To the Town of Valdese, Town Council Members, and Town Management,

This letter is to request purchase of Lot (Pin # 2743526258) located on the far south east side of town at end of Dogwood Ave SE. This lot adjoins my property on the rear property line between me and Stuart Ave(closed). The lot is currently land locked due to the closure of Stuart Ave and my property to which surrounds it.

I would like to purchase this lot for:

Pin # 2743526258 1acre = \$10,000.00

\*308 STUART AVE SE

In addition to the purchase of this lot, I will pay any additional fees and have all surveys completed as needed.

My plans for the property is to combine with my own property, and with town approval, use the property for personal use.

I would like to thank you for your time and consideration.

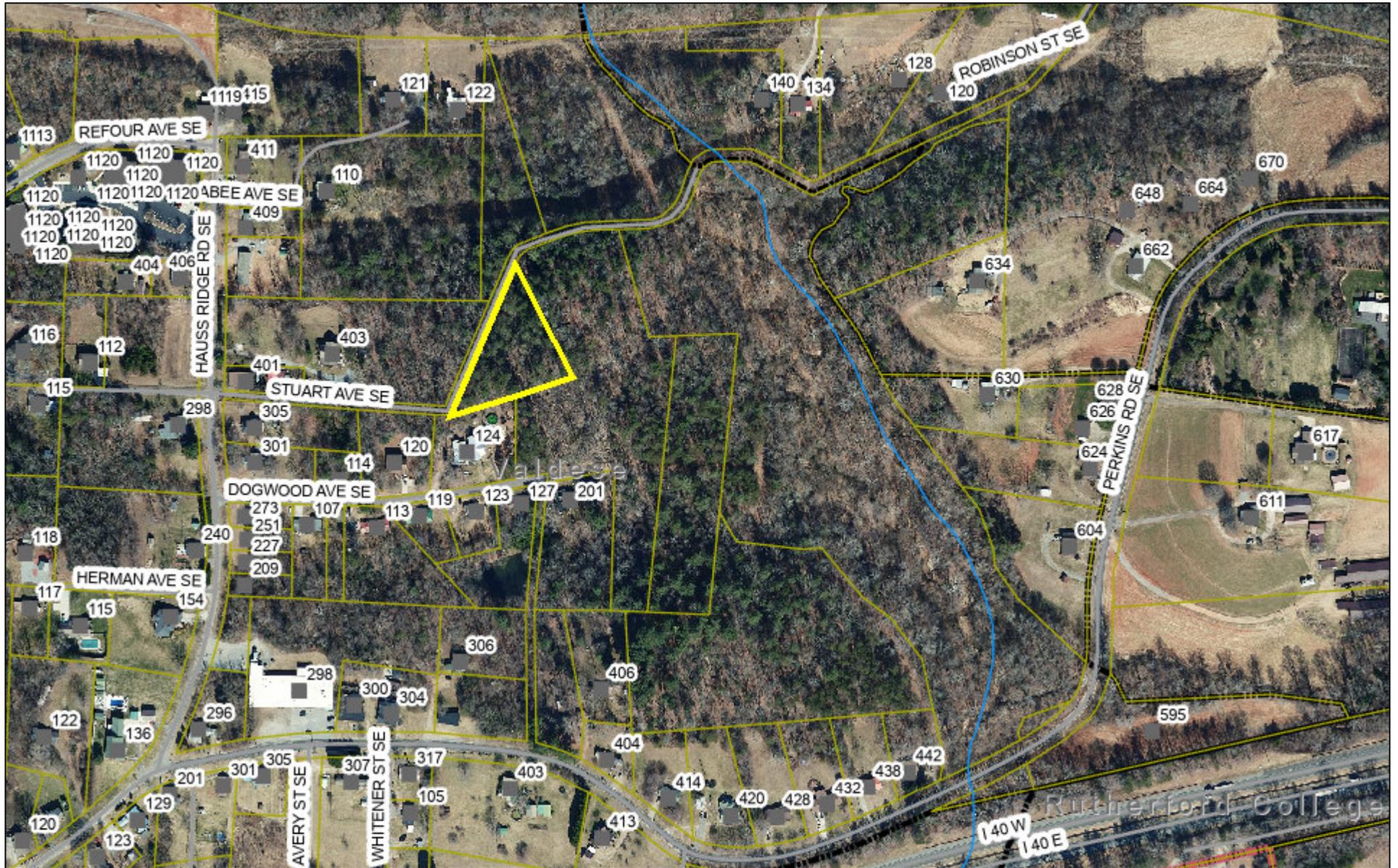
Michael and Ciejae Abee

124 Dogwood Ave Se, Valdese, NC, 28690

Michael at Cell# 980-241-1575

Ciejae at Cell# 980-241-2503

# 308 Stuart Ave SE



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### Property Summary

Tax Year: 2024

<b>REID</b>	10507	<b>PIN</b>	2743-52-6258	<b>Property Owner</b>	TOWN OF VALDESE
<b>Location Address</b>	308 STUART AVE SE	<b>Property Description</b>		<b>Owner's Mailing Address</b>	P O BOX 339 VALDESE NC 28690

Administrative Data	
<b>Plat Book &amp; Page</b>	
<b>Old Map #</b>	76
<b>Market Area</b>	3066
<b>Township</b>	LOVELADY
<b>Planning Jurisdiction</b>	VALDESE
<b>City</b>	VALDESE
<b>Fire District</b>	
<b>Spec District</b>	
<b>Land Class</b>	EXEMPT VALUE
<b>History REID 1</b>	
<b>History REID 2</b>	
<b>Acreage</b>	1
<b>Permit Date</b>	
<b>Permit #</b>	

Transfer Information	
<b>Deed Date</b>	9/11/2001
<b>Deed Book</b>	001044
<b>Deed Page</b>	00150
<b>Revenue Stamps</b>	
<b>Package Sale Date</b>	
<b>Package Sale Price</b>	
<b>Land Sale Date</b>	
<b>Land Sale Price</b>	

Improvement Summary	
<b>Total Buildings</b>	0
<b>Total Units</b>	0
<b>Total Living Area</b>	0
<b>Total Gross Leasable Area</b>	0

Property Value	
<b>Total Appraised Land Value</b>	\$24,623
<b>Total Appraised Building Value</b>	
<b>Total Appraised Misc Improvements Value</b>	
<b>Total Cost Value</b>	\$24,623
<b>Total Appraised Value</b>	
<b>Other Exemptions</b>	\$24,623
<b>Exemption Desc</b>	City Govt
<b>Use Value Deferred</b>	
<b>Historic Value Deferred</b>	
<b>Total Deferred Value</b>	
<b>Total Taxable Value</b>	



### Building Summary

### Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data											
<b>Total Misc Improvements Value Assessed:</b>											

### Land Summary

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Land Class: EXEMPT VALUE		Deeded Acres: 1			Calculated Acres: 1		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-8		PRIME_SITE	0.50 BY THE ACRE PRICE	\$39,550			\$19,775
R-8		ROAD_FRONT	0.50 BY THE ACRE PRICE	\$6,780	1.43		\$4,848
<b>Total Land Value Assessed: \$24,623</b>							

### Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	TOWN OF VALDESE	DEED	100	0		001044	00150	9/11/2001
1 Back	BOWMAN, CARL F	DEED	100	0		000740	00369	5/2/1988
2 Back	ROBINSON, HAROLD M TRUST	DEED	100	0		000740	00367	5/2/1988
3 Back	BOWMAN, CARL F	DEED	100	0		000486	00122	6/18/1975
4 Back	BOWMAN, ROY J/ BOWMAN, SARAH H HEIRS	DEED	100	0		000486	00122	6/17/1975
5 Back	BOWMAN, LEPHAR MRS	DEED	100	0		000078	00091	1/1/1900

### Notes Summary

Building Card	Date	Line	Notes
No Data			

## RESOLUTION AUTHORIZING UPSET BID PROCESS

*Sale of 3.28 +/- Acre Tract at 317 Stuart Ave SE, Valdese, NC (REID: 38623)*

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 317 Stuart Ave SE, Valdese, North Carolina, PIN: 2743528801, REID: 38623, which Property is more particularly described in Deed Book 112, Page 522, Burke County Registry as follows:

**Beginning at a point in center of road in line of the Town of Valdese, Impounding Basin and runs with the said line the following courses and distances, North 32 deg. 0’ West 71.1 feet; North 41 deg. and 52’ East 65 feet to the center of creek; thence down the meanders of said creek and the line of Valdese Property line, approximately North 25 deg. West 435 feet to a point in creek, their corner; thence down the meanders of the present creek as now runs North 32 deg. and 30’ West 180 feet to the mouth of Culvert over the Railroad; the same course North 32 deg. and 30’ West 50 feet to a point in center of Creek over the Culvert of the Southern Railroad track; thence with the center of Southern Railroad tract North 86 deg. West 240 feet to a point in said tract; thence leaving the railroad and running South 6 deg. East 51 feet to a white oak a new marked corner 3 hacks; thence with a new line South 18 deg. and 0’ East 560 feet to a point in center of road leading across the Impounding Water Basin of the Tom of Valdese; thence with the said road approximately 330 feet to the point of Beginning, and containing 4 acres more or less, as surveyed by James A. Harbison, County Surveyor, December 22, 1951.**

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, on or about March 25, 2024, the Town received an offer to purchase the Property from Michael R. Abee for \$20,000.00; and

WHEREAS, Michael R. Abee has deposited five percent (5%) of its bid with the town clerk.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The Town Council authorizes sale of the Property through the upset bid procedure of North Carolina General Statute §160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:
  - (a) the Town Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
  - (b) the buyer must pay the purchase price in certified funds at the time of closing;
  - (c) the Property shall be sold "as is" and subject to all existing easements;
  - (d) the Town will reserve easements for all town utility lines located on or under the Property; and
  - (e) the Property shall be conveyed by special warranty deed.
8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*Signature Appears on Following Page.*

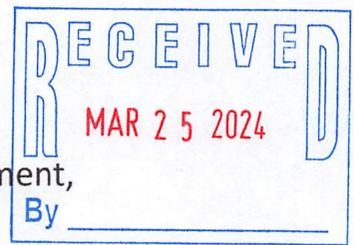
THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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



To the Town of Valdese, Town Council Members, and Town Management,

This letter is to request purchase of Lot (Pin # 2743528801) located on the far south east side of town at end of Dogwood Ave SE. This lot adjoins my property at the end of the road. The lot is a combination of utility easement and floodplain to which the town has easement across my property to access at the end of the road.

I would like to purchase this lot for:

Pin # 2743528801 3.28 acres= \$20,000.00

\*317 STUART AVE SE

In addition to the purchase of this lot, I will pay any additional fees and have all surveys completed as needed.

My plans for the property is to combine with my own property, and with town approval, use the property for agricultural use. I do not plan to change the land, clear the trees, or change any of the easements or access permissions. I will maintain the sewer access road in necessity of my use of the road.

I would like to thank you for your time and consideration.

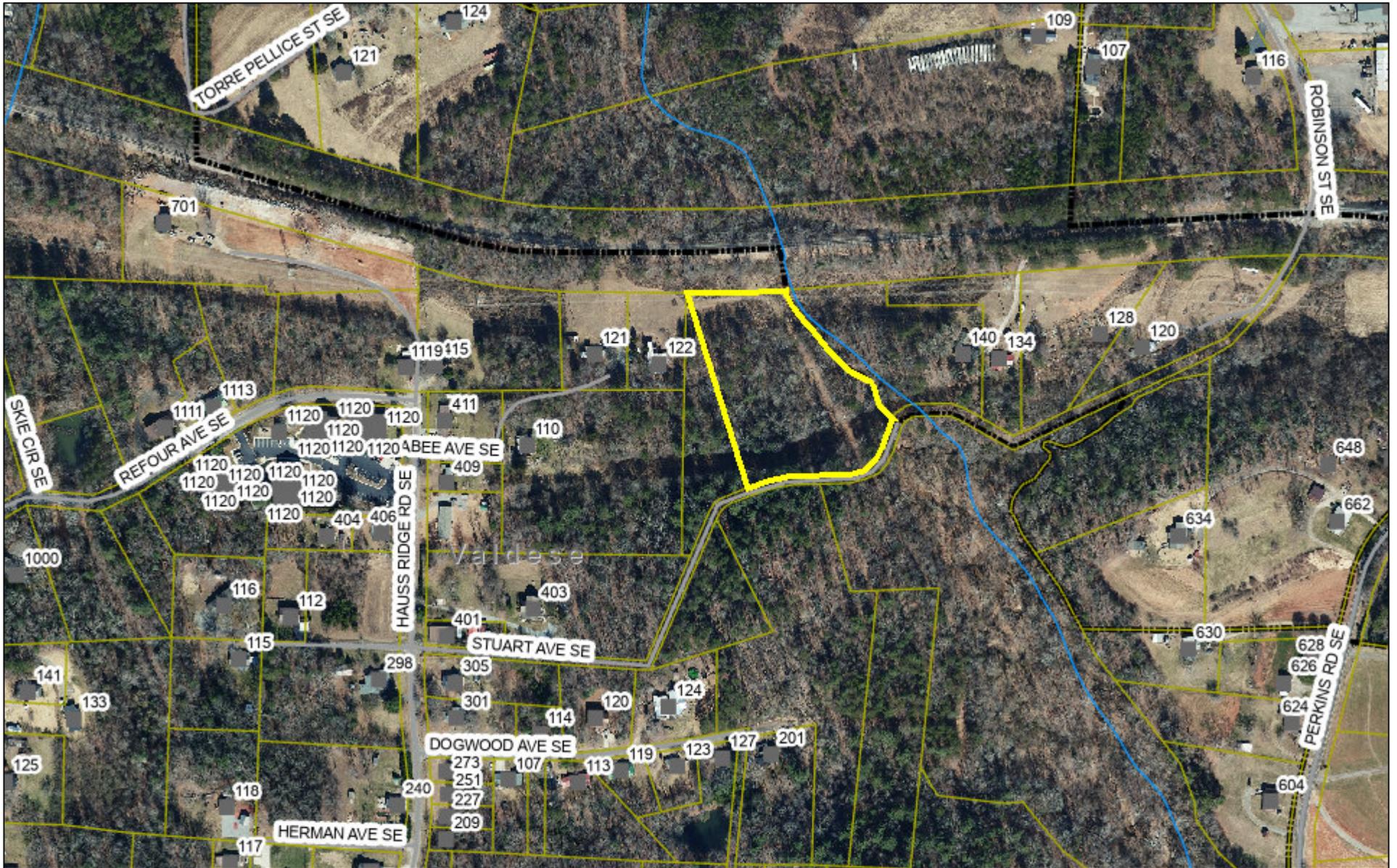
Michael and Ciejae Abee

124 Dogwood Ave Se, Valdese, NC, 28690

Michael at Cell# 980-241-1575

Ciejae at Cell# 980-241-2503

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317 Stuart Ave SE



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### Property Summary

Tax Year: 2024

<b>REID</b>	38623	<b>PIN</b>	2743-52-8801	<b>Property Owner</b>	TOWN OF VALDESE
<b>Location Address</b>	317 STUART AVE SE	<b>Property Description</b>		<b>Owner's Mailing Address</b>	PO BOX 339 VALDESE NC 28690

Administrative Data	
<b>Plat Book &amp; Page</b>	
<b>Old Map #</b>	76
<b>Market Area</b>	3066
<b>Township</b>	LOVELADY
<b>Planning Jurisdiction</b>	VALDESE
<b>City</b>	VALDESE
<b>Fire District</b>	
<b>Spec District</b>	
<b>Land Class</b>	EXEMPT VALUE
<b>History REID 1</b>	
<b>History REID 2</b>	
<b>Acreage</b>	3.28
<b>Permit Date</b>	
<b>Permit #</b>	

Transfer Information	
<b>Deed Date</b>	2/1/1952
<b>Deed Book</b>	000112
<b>Deed Page</b>	00522
<b>Revenue Stamps</b>	
<b>Package Sale Date</b>	
<b>Package Sale Price</b>	
<b>Land Sale Date</b>	
<b>Land Sale Price</b>	

Improvement Summary	
<b>Total Buildings</b>	0
<b>Total Units</b>	0
<b>Total Living Area</b>	0
<b>Total Gross Leasable Area</b>	0

Property Value	
<b>Total Appraised Land Value</b>	\$29,179
<b>Total Appraised Building Value</b>	
<b>Total Appraised Misc Improvements Value</b>	
<b>Total Cost Value</b>	\$29,179
<b>Total Appraised Value</b>	
<b>Other Exemptions</b>	\$29,179
<b>Exemption Desc</b>	City Govt
<b>Use Value Deferred</b>	
<b>Historic Value Deferred</b>	
<b>Total Deferred Value</b>	
<b>Total Taxable Value</b>	



### Building Summary

### Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data											
<b>Total Misc Improvements Value Assessed:</b>											

### Land Summary

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Land Class: EXEMPT VALUE		Deeded Acres: 3.28			Calculated Acres: 3.28		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-8		PRIME_SITE	0.50 BY THE ACRE PRICE	\$39,550			\$19,775
R-8		ROAD_FRONT	0.43 BY THE ACRE PRICE	\$6,780	1.13		\$3,294
R-8		FLOOD	2.35 BY THE ACRE PRICE	\$2,600			\$6,110
<b>Total Land Value Assessed: \$29,179</b>							

### Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	TOWN OF VALDESE	DEED	100	0		000112	00522	2/1/1952
1 Back	TOWN, OF VALDESE	DEED	100	0		000112	00522	1/1/1900
2 Back	HAUSS, MATTIE	DEED	100	0		000078	00091	1/1/1900

### Notes Summary

Building Card	Date	Line	Notes
No Data			

## RESOLUTION AUTHORIZING UPSET BID PROCESS

*Sale of 13.44 +/- Acre Tract at 460 Perkins Rd SE, Valdese, NC (REID: 38624)*

WHEREAS, the Town of Valdese (the “Town”) is the owner of that certain tract or parcel of real property (the “Property”) situated in Lovelady Township, Valdese, North Carolina commonly known as 460 Perkins Rd SE, Valdese, North Carolina, PIN: 2743624062, REID: 38624; and

WHEREAS, North Carolina General Statute §160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, on or about March 25, 2024, the Town received an offer to purchase the Property from Michael R. Abee for \$40,000.00; and

WHEREAS, Michael R. Abee has deposited five percent (5%) of its bid with the town clerk.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The Town Council authorizes sale of the Property through the upset bid procedure of North Carolina General Statute §160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the Town Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier’s check or by certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an

offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:
- (a) the Town Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
  - (b) the buyer must pay the purchase price in certified funds at the time of closing;
  - (c) the Property shall be sold “as is” and subject to all existing easements;
  - (d) the Town will reserve easements for all town utility lines located on or under the Property; and
  - (e) the Property shall be conveyed by special warranty deed.
8. The Town reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

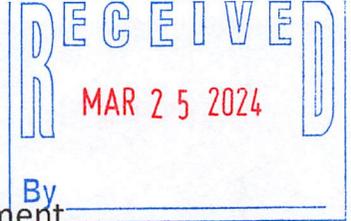
THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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



To the Town of Valdese, Town Council Members, and Town Management,

This letter is to request purchase of Lot (Pin # 2743624062) located on the far south east side of town at end of Dogwood Ave SE. This lot adjoins my property at the end of the road. The lot is a combination of utility easement and floodplain to which the town has easement across my property to access at the end of the road.

I would like to purchase this lot for:

Pin # 2743624062 13.44 acres= \$40,000.00

\*460 PERKINS RD SE

In addition to the purchase of this lot, I will pay any additional fees and have all surveys completed as needed.

My plans for the property is to combine with my own property, and with town approval, use the property for agricultural use. I do not plan to change the land, clear the trees, or change any of the easements or access permissions. I will maintain the sewer access road in necessity of my use of the road.

I would like to thank you for your time and consideration.

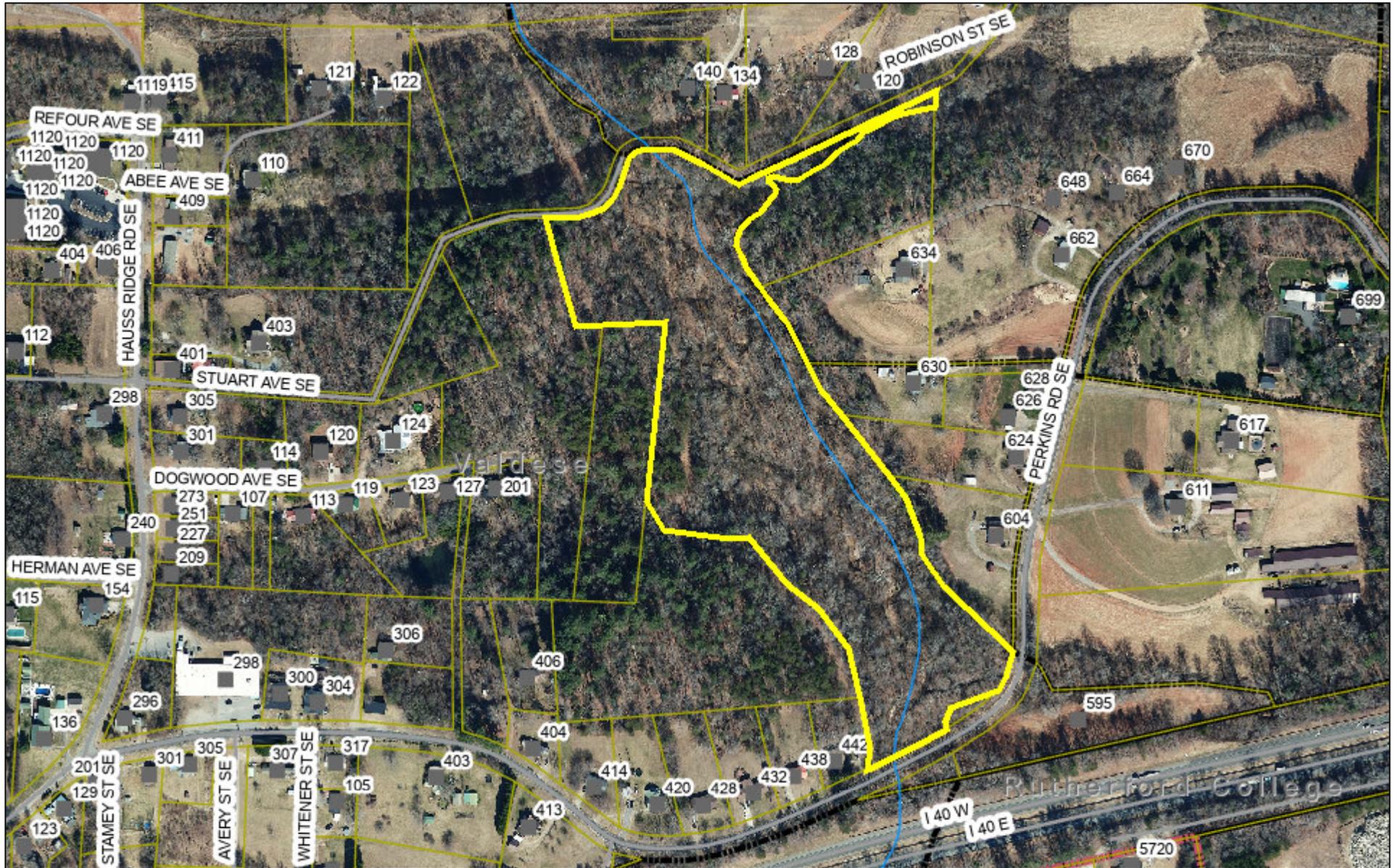
Michael and Ciejae Abee

124 Dogwood Ave Se, Valdese, NC, 28690

Michael at Cell# 980-241-1575

Ciejae at Cell# 980-241-2503

# 460 Perkins Rd SE



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### Property Summary

Tax Year: 2024

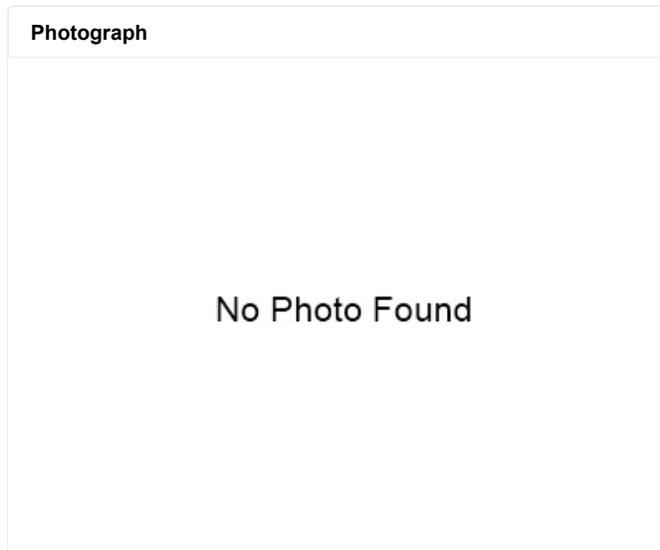
<b>REID</b>	38624	<b>PIN</b>	2743-62-4062	<b>Property Owner</b>	TOWN OF VALDESE
<b>Location Address</b>	460 PERKINS RD SE	<b>Property Description</b>		<b>Owner's Mailing Address</b>	PO BOX 339 VALDESE NC 28690

Administrative Data	
<b>Plat Book &amp; Page</b>	
<b>Old Map #</b>	76
<b>Market Area</b>	3066
<b>Township</b>	LOVELADY
<b>Planning Jurisdiction</b>	VALDESE
<b>City</b>	VALDESE
<b>Fire District</b>	
<b>Spec District</b>	
<b>Land Class</b>	EXEMPT VALUE
<b>History REID 1</b>	
<b>History REID 2</b>	
<b>Acreage</b>	13.44
<b>Permit Date</b>	
<b>Permit #</b>	

Transfer Information	
<b>Deed Date</b>	1/1/1900
<b>Deed Book</b>	000000
<b>Deed Page</b>	00000
<b>Revenue Stamps</b>	
<b>Package Sale Date</b>	
<b>Package Sale Price</b>	
<b>Land Sale Date</b>	
<b>Land Sale Price</b>	

Improvement Summary	
<b>Total Buildings</b>	0
<b>Total Units</b>	0
<b>Total Living Area</b>	0
<b>Total Gross Leasable Area</b>	0

Property Value	
<b>Total Appraised Land Value</b>	\$63,170
<b>Total Appraised Building Value</b>	
<b>Total Appraised Misc Improvements Value</b>	
<b>Total Cost Value</b>	\$63,170
<b>Total Appraised Value</b>	
<b>Other Exemptions</b>	\$63,170
<b>Exemption Desc</b>	City Govt
<b>Use Value Deferred</b>	
<b>Historic Value Deferred</b>	
<b>Total Deferred Value</b>	
<b>Total Taxable Value</b>	



### Building Summary

### Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data											
<b>Total Misc Improvements Value Assessed:</b>											

### Land Summary

172 of 302

Land Class: EXEMPT VALUE		Deeded Acres: 13.44			Calculated Acres: 13.44		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-8		PRIME_SITE	0.50 BY THE ACRE PRICE	\$39,550			\$19,775
R-8		ROAD_FRONT	3.55 BY THE ACRE PRICE	\$6,780	0.76		\$18,292
R-8		BALANCE	0.27 BY THE ACRE PRICE	\$6,780	0.76		\$1,391
R-8		FLOOD	9.12 BY THE ACRE PRICE	\$2,600			\$23,712
<b>Total Land Value Assessed: \$63,170</b>							

### Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	TOWN OF VALDESE	DEED	100	0		000000	00000	1/1/1900

### Notes Summary

Building Card	Date	Line	Notes
No Data			

## **RESOLUTION TO PARTICIPATE IN NORTH CAROLINA COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS**

A resolution authorizing the Town of Valdese, North Carolina (the "Town") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the Town desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the Town Council (the "Governing Body") of the Town as follows:

1. The Governing Body hereby approves the Town becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.
2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the Town's Chief Financial Officer (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.
3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be necessary or advisable or in the best interest of the Town in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the Town's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the Town.

4. The Governing Body hereby approves the Finance Officer to serve as the Town's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the Town's idle funds.

The undersigned hereby certifies that the Town Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## JOINDER AGREEMENT TO INTERLOCAL AGREEMENT

North Carolina Cooperative Liquid Assets Securities System  
(North Carolina CLASS)

**This JOINDER AGREEMENT TO INTERLOCAL AGREEMENT** (this "Joinder Agreement") is dated \_\_\_\_\_, 2024, and is between the current Parties listed in Exhibit A (the "Existing Parties"), and **TOWN OF VALDESE, NORTH CAROLINA**, a local government and body politic and corporate of the State of North Carolina ("Town of Valdese");

A. The provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds.

B. Under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit.

C. The Existing Parties are parties to an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended, the "Interlocal Agreement"), executed for the purposes of establishing a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust").

D. Certain of the Existing Parties were the Parties to the Original Interlocal Agreement and the remaining Existing Parties joined the Interlocal Agreement by amendment or joinder agreement, and Exhibit A is the list of the current Parties to the Interlocal Agreement.

E. The Town of Valdese desires to become a Party to the Interlocal Agreement for purposes of becoming Participant in the Trust.

F. The purpose of this Joinder Agreement is to comply with the requirements of Section 1.03 of the Original Interlocal Agreement which sets out the requirements to be satisfied as a condition of becoming a Party to the Interlocal Agreement and a Participant in the Trust.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The Town of Valdese agrees (i) to become a Party to the Interlocal Agreement, (ii) to become a Participant in the Trust and (iii) to be bound by the terms and provisions of the Interlocal Agreement and the Indenture.

2. The Town of Valdese hereby represents and warrants that:

a. the Town of Valdese has full power and authority to execute, deliver and perform under this Joinder Agreement, which has been duly authorized by resolution approved by the Town of Valdese 's Town Council;

b. the representations contained in Section 3.01 of the Original Interlocal Agreement are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof; and

c. the Town of Valdese has received and reviewed a copy of the Indenture of Trust and the Information Statement.

3. Capitalized words and terms used in this Joinder Agreement and not defined herein shall have the same meanings in this Joinder Agreement as such words and terms are given in the Interlocal Agreement.

4. This Joinder Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**TOWN OF VALDESE,  
NORTH CAROLINA**

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

This instrument is approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED:**

**NORTH CAROLINA COOPERATIVE LIQUID  
ASSETS SECURITIES SYSTEM (NORTH  
CAROLINA CLASS)**

By: \_\_\_\_\_  
Name: Drew Holland  
Title: Chairman

**EXHIBIT A**  
**EXISTING PARTICIPANTS\*\***

\*\*To be updated upon execution.

TOWN OF VALDESE  
HOYLE CREEK RESTORATION  
CAPITAL PROJECT ORDINANCE

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is the Hoyle Creek Restoration. The Town of Valdese currently owns property along Hoyle Creek from Lovelady Road to Lake Rhodhiss. The Town has received state funds in the amount of \$2.2 Million for creek restoration. Included in this project is building a natural surface ADA sidepath along the east side of the creek with potential overlooks and pedestrian bridges, terminating in at a future Wilderness Gateway State Trail trailhead with amenities located at Lovelady Road.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
State Grant	\$ 2,200,000	32.3970.000
	-----	
	\$ 2,200,000	
	=====	

Section 4. The following amounts are appropriated for the project:

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Restoration	\$ 2,000,000	32.6200.150
Contingency	200,000	32.6200.900
	-----	
	\$ 2,200,000	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 6th day of May 2024.

---

Charles Watts, Mayor

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Jessica Lail, Town Clerk

Budget Amendment # 13-10

Subject: Attorney Fees

Description: Attorney fees included in the budget are based on historical need of services billed on an hourly basis. The last few months have had triple the amount of use and associated fees. This results in shortage of funds to pay the Attorney for the final three months of this fiscal year.

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, 2024:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		30,000
Total		\$0	\$30,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.040	Professional Services	30,000	
Total		\$30,000	\$0

Section II:

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

**Valdese Police Department**  
121 Faet Street SW/P.O. Box 339  
Valdese, N.C, 28690  
Phone: (828)-879-2100

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**To: Town Manager Bryan Steen  
Finance Director Bo Weichel**  
**From: Chief of Police Marc A. Sharpe**  
**Date: April 26<sup>th</sup>, 2024**  
**Subject: Homeless and Drug Task Force Report**

The Homeless and Drug Task Force has met on two occasions, our first meeting was on Tuesday, March 26<sup>th</sup>, 2024. In the first meeting discussions surrounded what actually qualified as being homeless and some avenues and thoughts at working with the homeless to better their situation and get them off of the streets. It was determined that so many different avenues contributed to being homeless such as loss of a job, veterans returning from the military, drug problems, alcohol problems, and mental health problems, to just name a few that more information needed to be obtained related to what other cities and towns may be doing to combat these issues. It was decided in this meeting to obtain a head count if possible on the number of homeless identified in Valdese, reach out to the Western Piedmont Council of Governments, locate and identify a mental health professional willing to discuss strategies, and lastly identify any local alcoholics anonymous and narcotics anonymous chapters in the area and obtain information about their meetings before the next meeting.

On Tuesday, April 23<sup>rd</sup>, 2024 the Homeless Drug Task Force met for a second time and the Western Piedmont Council of Governments was invited to present what they were currently doing with the homeless as the primary basis for this meeting. Ben Willis, Chasity Houck, and James Anders who are all members of the WPCOG provided a PowerPoint presentation to the members of the Task Force. During the presentation it was learned that the COG covers Alexander, Burke, Caldwell, and Catawba Counties working with 24 municipalities. Additionally, studies have shown that between 2018 and 2022 homelessness increased across the country a staggering 48% mostly due to the Covid pandemic. The Cog already has in place a Homelessness Response Team funded by a grant through the US Department of Housing and Urban Development consisting of professionals capable of dealing with the multifaceted

issues of the homeless. They have professionals trained in mental health, housing, outreach, and program management to help the homeless. The Homelessness Task Force has been awarded 4.2 million dollars in their grant to combat these issues in their assigned area.

This is done by forming partnerships in the local community to identify the homeless, identify their needs, and provide resources to get them off of the streets. This is accomplished in basically a (6) six step process identified below:

- (1) Identify possible homeless individuals.
- (2) Data collection from those individuals.
- (3) Verification the individual is in fact homeless.
- (4) Identify the individual's circumstances and needs.
- (5) Offer to provide follow up services and resources to the individual.
- (6) If accepted, actually provide services and resources to the individual.

Members of the Cog through a partnership with the local Police Department participate in an officer ride along program. After signing a liability waiver, (see attached) the Cog member rides along with selected officers to identify the homeless and possibly start intake procedures with the COG, if the individuals identified are receptive to getting off the streets. The standard intake is collecting data from the homeless person such as their identity, social security number, current mental health, and their current circumstances. This data collection will be used to assist in determining what the real factors and percentages of those factors are causing homelessness. That data will assist in identifying what factors appear to be the root of the problem so those factors can be addressed. The data collected will be available for public viewing. This information has not ever been collected by anyone in the past and the current granted task force is the only one doing it.

Data collected provides our community with a more accurate PIT Count (Head Count) of the number of homeless in our area and begins to identify the needs of those individuals identified to remove them from our streets. The Police assist the COG by establishing a safe initial interaction with the homeless individual as well as assisting with obtaining contact information for future follow up. The information obtained during the interaction is verified and COG intake procedures begin so that services can eventually be provided if possible. While every homeless individuals needs and problems are different, once those needs and

problems are identified those individuals are connected with the outreach counselor in the COG related directly to their individual issues and needs. This insures the resources that exist are directed at the identified problem causing the individuals homelessness. As the Police Chief, I am wanting to immediately utilize the COG and begin addressing our homelessness problem in Valdese by starting the ride along program with our officers. I would like to report our successes and failures back to the Town Manager and Council after some period of time has passed to produce a quality assessment of our efforts in this partnership. The Police Departments own head count of Homeless in our Town is currently (16) sixteen individuals. COG would actually determine this to be a high number of homeless for a community of our size and population if our head count is correct. Cog would conduct its own, Pit Count (head Count) which would be a verified count based on Cog's interaction with the individuals and their set criteria. It will be interesting to see what the COG concludes with their professional assessment of the situation once involved and how many of those individuals want help and are actually assisted by Cog's program.

As previously stated, I have attached a Ride Along Waiver for COG members to sign before beginning this process that I drafted for your review which they have agreed to sign. I would like to start a partnership with the COG and direct some of our Community Policing efforts in this direction. This will be valuable in determining the extent of our homeless problem and combat the issue by thinking outside of the traditional box with our approach to address some of the issues the homeless and our community are facing. Lastly, I think this provides us a more accurate account of our efforts to determine if we are helping to solve some of the problems causing homelessness or continuing to spin our wheels. These efforts do not cost our community any additional funds but does take advantage of a federal funded program specifically designed to combat the very problem we are facing. Thank you in advance for your thoughts.



## HOMELESSNESS RESPONSE TEAM

### Who are we?

The Western Piedmont Council of Governments (WPCOG) Homelessness Response Team consists of a 5-member team of individuals who possess expertise in mental health, substance abuse disorders, domestic violence, workforce development, public health, and housing. This team works directly with the homeless population to navigate them to the proper resources in our region. The team also conducts regional outreach and coordinates with partners such as local governments, nonprofits, churches, law enforcement, and social service organizations.

### What areas do we serve?

The Homelessness Response Team serves the WPCOG region that consists of four counties: Alexander, Burke, Caldwell, and, Catawba, including the 24 municipalities within those counties.

### Who do we serve?

The WPCOG created the Homelessness Response Team to assist individuals experiencing homelessness and support the organizations serving those individuals within our region by working with various agencies such as nonprofits, law enforcement, churches, social service organizations, and others who assist the population by navigating those persons to existing resources. The team works directly with those experiencing homelessness by meeting with individuals on the streets, encampments, or other public areas to understand their underlying challenges and provide assistance. This information is shared with area partners to coordinate local and regional efforts to serve the homeless population.

The team is working with those who are experiencing homelessness, those who are at risk of becoming homeless, those who are fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking, veterans, and other populations who have a high risk of housing instability.

### How is the Homelessness Response Team funded?

A US Department of Housing and Urban Development grant from the American Rescue Plan Act that addresses homelessness challenges due to the effects of the Covid 19 pandemic provided funding to create the Response Team. The award amount of \$4.2 million funds the team's efforts to assist the homeless population through 2030. A future phase includes using these funds to provide additional housing vouchers to those who meet eligibility criteria.



## How and when was the Homelessness Response Team formed?

The initial planning stages began in 2022 with the WPCOG staff meeting with various stakeholders throughout the four-county region including local governments, nonprofits, churches, law enforcement, and social service organizations. Once the WPCOG gathered stakeholder input, the consensus was that the best use of the \$4.2 million over seven years was to assemble a Homelessness Response Team. The team works to connect the homeless population with the resources available within the region and to provide coordination among the various service providers. The Homelessness Response Team was fully staffed in November 2023.

## How can I learn more? How can I get involved?

You can visit our website at [www.wpcog.org/homeless](http://www.wpcog.org/homeless), call us at 828-485-4297, or email Chasity Houck at [chasity.houck@wpcog.org](mailto:chasity.houck@wpcog.org). The team would welcome the opportunity to present or discuss our efforts and how you can help!

## About WPCOG

The WPCOG is a regional governmental agency governed by and serving the 28 local governments in Alexander, Burke, Caldwell, and Catawba Counties with 75 professionals. The WPCOG provides a range of services to local governments and residents throughout the region. Those services, departments, and programs include administrative and human resources services to local governments, Area Agency on Aging, Community & Economic Development, Community & Regional Planning, financial administration for local governments, Regional Public Housing Authority, Workforce Development Board, and many other programs.

# Meet the Homelessness Response Team



**Chasity Houck**  
Program Manager



**Mary Kendrick**  
Outreach Specialist



**James Anders**  
Outreach Specialist



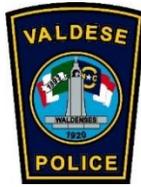
**Chae Moore**  
Outreach Specialist



**Ric Smith**  
Outreach Specialist

## TOGETHER OUR TEAM BRINGS

- 26 years of HUD affordable housing experience
- 16 years of substance abuse counseling
- 6 years of mobile crisis assistance
- 6 years of public health expertise
- 5 years of career coaching experience
- Lived experience of homelessness
- Certified domestic violence and sexual assault advocate
- Certified Affordable Housing Management (AHM) and Housing Choice Voucher (HCV)
- Ministerial and volunteer experience



# Valdese Police Department

Chief of Police Marc A. Sharpe

## General Release of Liability for Ride Along with Valdese Police Department Police Officers

For and in consideration of my being allowed to ride with a Police Officer of the Valdese Police Department and/or accompany an employee or agent of said entity for my own personal benefit, I do hereby release the Valdese Police Department and the Town of Valdese, and any and all elected or appointed officials, administrators, officers, employees, volunteers, agents, insurers and any other individuals or entities affiliated with such persons and/or entities, from any and all civil liability or any and all forms of injury which may arise as a result of my riding with and/or accompanying any person affiliated with such persons or entities.

I acknowledge that I understand that there are many known and unknown dangers and/or risks associated with me riding with and accompanying law enforcement persons and I grant a general release, for myself, my heirs, executors, administrators and assigns and I waive, remise and forever discharge and release the Town of Valdese, and the Valdese Police Department, and any and all elected or appointed officials, administrators, officers, employees, volunteers, agents, insurers and any other individuals or entities affiliated with such persons and/or entities from any and all claims, several or otherwise, past, present or future, which can or may ever be asserted as a result of any injuries or damages, physical or mental, sustained by me while I am accompanying any of the aforementioned persons or entities, whether in or out of a vehicle.

I have read the foregoing and I understand that the terms of this agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Printed Name of Rider

\_\_\_\_\_

Signature of Rider

\_\_\_\_\_

Printed Name VPD Officer Assigned

\_\_\_\_\_

Signature of VPD Officer

Form and content approved by \_\_\_\_\_ as Chief of Police, Valdese Police Department

121 Faet Street SW  
Valdese, N.C, 28690  
Phone: (828)-879-2102



**AIA**<sup>®</sup>

# Document B104™ – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the thirtieth day of April in the year two thousand twenty-four  
(In words, indicate day, month and year.) ( 30 April 2024 )

BETWEEN the Architect’s client identified as the Owner:  
(Name, legal status, address and other information)

TOWN OF VALDESE  
102 Massel Ave. SW  
PO Box 339  
Valdese, NC 28690

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

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

TALLEY & SMITH ARCHITECTURE, INC.  
P.O. Box 518 (28151) mailing address:  
409 E. Marion St. PO Box 518  
Shelby, NC 28150 Shelby, NC 28151

for the following Project:  
(Name, location and detailed description)

PUBLIC SAFETY FACILITY STUDY  
Town of Valdese, NC

### GENERAL SCOPE OF PROJECT

Facility Study to Investigate 3 options:

- Option 1: Total renovation of existing public safety facility.
- Option 2: Relocation of PD and FD to a new combination facility.
- Option 3: Separation of PD and FD facilities.

For each option, it is anticipated that the study will include:

- \* a the building program
- \* the size of building necessary for current use and a reasonable amount for future needs
- \* schematic site plans
- \* the construction cost, and
- \* a narrative description and summary.

The Owner and Architect agree as follows.

T&S Commission #048

## TABLE OF ARTICLES

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

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

See Article 13 for proposal letter with additional information.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 ~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

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

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

See Article 13 for Certificate of Insurance.

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

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. [Basic Services shall be a study. The scope of services will be as described in the attached Exhibit B proposal letter as referenced in Article 13.](#)

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 Design Phase Services [Design phase services shall be limited to those services as required for the proposed study.](#)

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

The following services will be performed in Phase II and will be awarded as a separate agreement.

**§ 3.3 Construction Documents Phase Services**

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

**§ 3.4 Construction Phase Services**

**§ 3.4.1 General**

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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

### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### § 3.4.6 Project Completion

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

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES Items marked through below are included in Basic Services.

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include ~~programming, site evaluation and planning~~, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements

of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

~~§ 4.2.2 The Architect has included in Basic Services ( ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within **twelve ( 12 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

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

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

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

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

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

*The specified period is 6 years per NC General Statutes.*

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.~~

## § 8.2 Mediation

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

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

## § 8.3 Arbitration

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

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

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

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

## § 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee:  
Owner shall pay for the value of the services completed as of the date of the notice of termination.
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:  
Owner shall pay a Licensing Fee of \$5,000.00, and shall sign a liability release statement.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. [Or other applicable AIA Documents.](#)

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

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum [Alternate Fee Approach, Phase I Fee Amount: \\$36,000](#)  
(*Insert amount*) [Limited reevaluation of Option 1 renovation.](#)
  
- .2 Percentage Basis  
(*Insert percentage value*)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
  
- .3 Other  
(*Describe the method of compensation*)

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

[Supplemental Services will be provided on an hourly fee basis or for a stipulated sum mutually agreed upon in advance of starting Article 4 Supplemental Services. See § 11.7.](#)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

Additional Services will be provided on an hourly fee basis or for a stipulated sum mutually agreed upon in advance of starting Additional Services. See § 11.7.

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

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

	Not applicable.		
Design Phase		percent (	%)
Construction Documents Phase		percent (	%)
Construction Phase		percent (	%)
Total Basic Compensation	one hundred	percent (	100 %) )

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate
Architect/Engineer . . . . .	\$ 150/hour
Project Manager/Construction Administrator . . . . .	\$ 125/hour
Intern Architect . . . . .	\$ 90/hour

§ 11.8 Compensation for Reimbursable Expenses **No Reimbursable Expenses are anticipated.**

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **fifteen** percent ( **15** %) of the expenses incurred.

## § 11.9 Payments to the Architect

### § 11.9.1 Initial Payment

An initial payment of (\$ **0** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### § 11.9.2 Progress Payments

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

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

1 % applied monthly plus a \$50 administrative fee

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

*(Include other terms and conditions applicable to this Agreement.)*

[See Article 12.1 on page 14 after signatures.](#)

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
*(Insert the date of the E203–2013 incorporated into this agreement.)*  
[Exhibit B - The April 24, 2024 proposal letter is included by attachment as referenced in § 3.1.](#)
- .3 Exhibits:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)*  
[Exhibit A: Architect's Certificate of Insurance as referenced in § 2.2.](#)
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

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

\_\_\_\_\_  
OWNER (Signature)

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

\_\_\_\_\_  
ARCHITECT (Signature)

Robert L. Smith III, President

\_\_\_\_\_  
(Printed name, title, and license number, if required)

\_\_\_\_\_  
Steven C. Fender, Corporate Secretary

#### ARTICLE 12.1

Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Client under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Owner and shall be included as a condition to the Owner's execution of this agreement.

The Architect certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, the Architect shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contractrules#IranDivestmentandDo-Not-ContractResources-546>. If at any time the Architect is added to the FDL or the P&S, while under contract with the Owner, the Owner shall have the option to terminate the contract immediately.

During the performance of the Contract, the Architect agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.



Mr. Bryan Steen, Interim Town Manager  
April 24, 2024

1



## TALLEY & SMITH ARCHITECTURE, INC.

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P.O. BOX 518 (28151) 409 E. MARION ST. (28150) SHELBY, NC 704-487-7082 FAX 704-482-5596 TALLEYSMITHARCH.COM

April 24, 2024

Mr. Bryan Steen, Interim Town Manager  
Town of Valdese  
102 Massel Ave SW  
Valdese, NC 28690

email: [bsteen@valdesenc.gov](mailto:bsteen@valdesenc.gov)

Re: Phase I, Public Safety Facility Study  
Town of Valdese, NC

Dear Mr. Steen:

The Talley & Smith Project Team is pleased to submit this proposal for Phase I of the Public Safety Facility project. We look forward to working with you, the council and the committee.

As has been discussed in previous correspondence and meetings, Phase I is to analyze and three project options and develop construction cost estimates for each option. The goal is to clarify and define these options and provide the information needed for the Town to make an informed decision about which option they should proceed with:

- Option 1: Total renovation of existing public safety facility.
- Option 2: Relocation of PD and FD to a new combination facility.
- Option 3: Separation of PD and FD facilities.

Once the Town Council has made a choice; Phase II will be to further develop the project to create the design and construction drawings, write the project specifications, manage the bid process and perform construction phase A/E services. Phase II will be a separate contract and fee from this Phase I study project.

For each option in Phase I, we expect we will need to create the following:

1. building program list of areas and square feet
2. planning for current building use and for a reasonable amount of future growth
3. estimated construction cost
4. schematic site plans, and possibly schematic floor plans
5. narrative description of each option
6. outline summary analysis of each option – pros and cons

This list is not intended to be a rigid outline or limit, we will coordinate with the Town to develop the information most beneficial to their decision making process.

Mr. Bryan Steen, Interim Town Manager  
April 24, 2024

As part of the process of developing our fee for this study, we looked back at the time and cost of the previous study completed in 2020. The internal cost to our firm on that study was \$19,222. We invoiced for and were paid \$15,024. It cost our firm \$4,198. I share this information to provide some context for the fee amount we are proposing on this study, which involves 3 options. The 2020 study was focused on 2 options – those 2 options were similar to option 1 and 2 in this study.

The fee for Phase I is: \$42,000

Glenn provided me access to the previous 2023 study of the existing public safety building and I reviewed it and the study that we completed in 2020. For option 1, Glenn and I felt it was reasonable for us to propose to incorporate that information into this study, rather than duplicating work that you have already done and paid for. If we take this approach, we would review the previous studies, pull the most relevant information out of those studies, verify any critical information, update the executive summary and provide a current construction cost estimate. If this is acceptable to the Town, we can reduce our fee.

The alternative fee for Phase I is: \$32,000

Most of the study will be performed by our firm and its staff. Consulting engineers that will also assist with specific parts of the study are:

- Site plans will be developed by our firm and West Consultants, civil engineering.
- Structural engineering will be by Taylor & Viola Structural Engineering.
- Plumbing, mechanical and electrical engineering will be by MSWG Engineering in Charlotte or Brittain Engineering in Hickory.

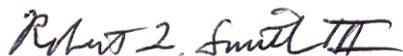
We regularly work with both plumbing, mechanical and electrical engineering firms that are listed above. If you have no objection to either firm, we would like to wait and make a final selection once we have a schedule in place and can verify the availability of both firms to determine which can be most responsive. We don't expect that the role of the PME engineers in this study will be very large, but once a firm is selected it will be our intent to continue forward with the same engineers during Phase II.

For the Phase I study, we will prepare an AIA Agreement. The Agreement will reference this letter to more specifically define the scope of services.

If you have any questions or need more information, please contact me.

Sincerely,

TALLEY & SMITH ARCHITECTURE, INC.



Robert L. Smith, III, AIA, LEED AP

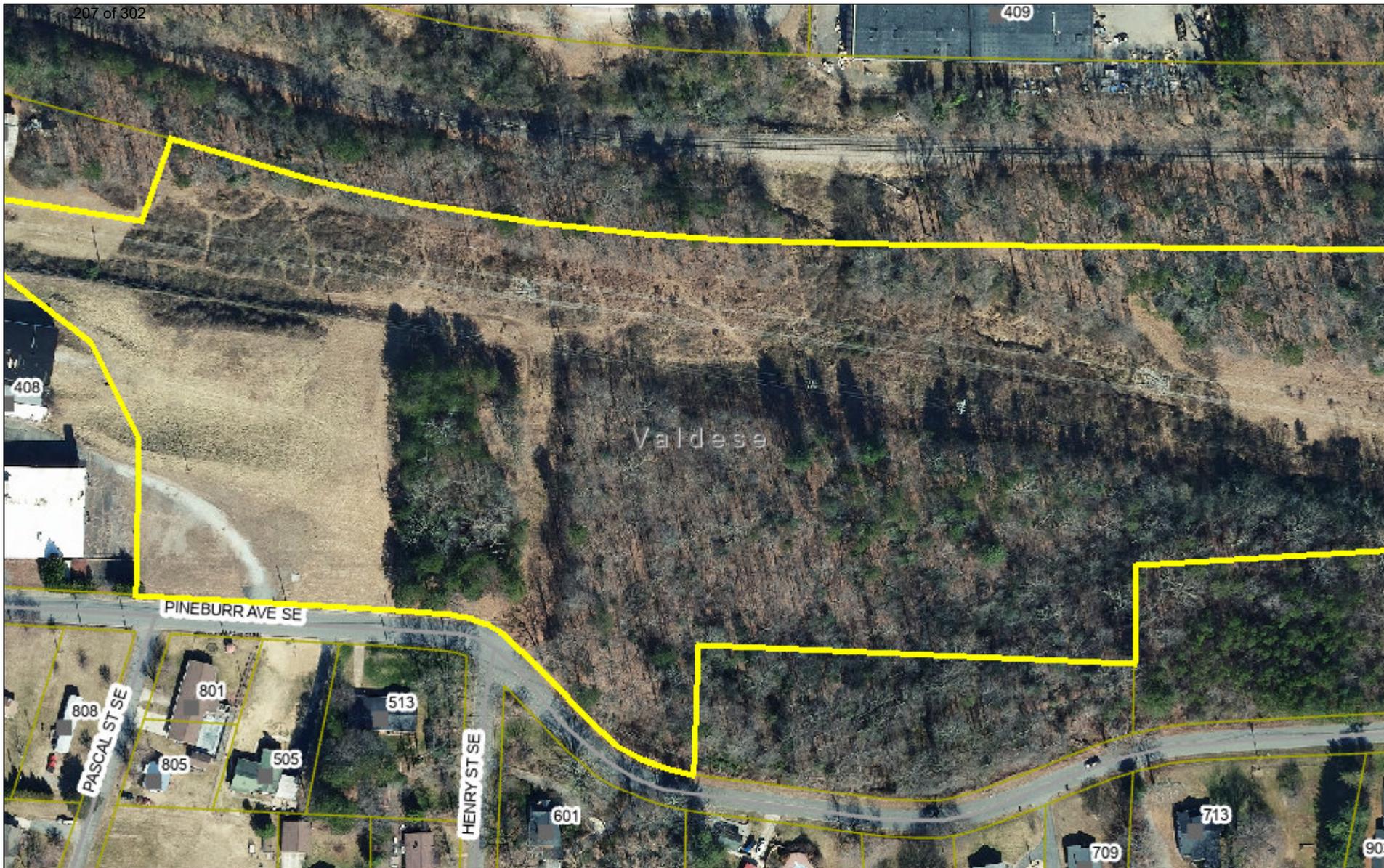


**200 Massel Avenue, SW and 100 Faet Street SW**

**1.73 acres, REID 30874 and REID 14123**

**Same Size as Town Hall Lot**





# 800 PINEBURR AVE SE

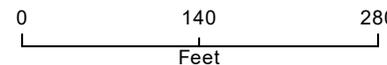
**Owner:** TOWN OF VALDESE  
PO BOX 339

VALDESE, NC 28690

**Property Address:** 800 PINEBURR AVE SE  
VALDESE 28690  
PROPERTY\_DESC

**PIN:** 2743136398  
**PIN EXT:** 000  
**REID:** 65564

**Property Value:**  
**Acreeage:** 14.91  
**Deed Book:** 002681  
**Deed Page:** 00919  
**Deed Date:** 5/2/2023 11:19:32 AM



1:1,800

1 inch = 150 feet



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



# Talking Points: Charlotte Interbasin Transfer Request

May 8, 2024 Public Input Meeting (5:30pm)  
Ridgeview Branch Library, 706 1<sup>st</sup> Street NW, Hickory, NC

**Issue:** Charlotte Water filed a notice of its intent to request an increase from 33 million gallons per day (MGD) to 63 MGD regarding the water it transfers from the Catawba River Basin to the Rocky River Basin, a tributary of the Yadkin/Pee Dee River.

**History:** Interbasin transfers (IBTs) are regulated and approved by the state through the Environmental Management Commission within the NC Department of Environmental Quality. In 2002, Charlotte Water received approval to transfer 33 MGD from the Catawba River to the Rocky River Basin. In 2005, Concord and Kannapolis requested 36 MGD from the Catawba River Basin to the Rocky River Basin. The compromise approved in 2007 allows for 10 million gallons per day from the Catawba, but reduces that number during drought. This occurred after extensive public debate and the state law was amended to further define the interbasin transfer approval process.

## Key Points:

- The local governments in our region are concerned about the negative impacts of Charlotte's request to transfer additional water from the Catawba River Basin into the Rocky River which is part of the Yadkin River Basin.
- Like all rivers, the Catawba River is a limited resource that is vital to life and economic growth.
- IBTs of this magnitude subsidize growth in other areas using the limited resources of the Catawba River.
- The NC Environmental Management Commission approved a Charlotte requested IBT in 2002 for 33 million gallons per day and approved another IBT in 2007 for 10 million gallons per day for Concord and Kannapolis.
- These existing IBT approvals and the new request of 30 million gallons from Charlotte would total more than 73 million gallons of water per day.
- We are very concerned the proposed transfer will limit the amount of water available for withdraw to support growth in our area due to regulation limits under state and federal laws.
- Charlotte should implement land use and infrastructure policies in a sustainable manner to avoid such large IBTs.
- The Catawba Wateree Water Management Group was established a number of years ago to coordinate resources and make plans to enhance the river basin.

- Charlotte only recently informed the Catawba Wateree Water Management Group of its intentions regarding this very large IBT increase.
- The Resource Management Group is actively working its water supply master plan for the entire river basin. Charlotte should wait until that process is complete.
- Existing projections, by the Catawba Wateree Water Management Group, for net water withdrawals already show substantial increases in water supply demand for the Catawba River Basin over the next 30 years. This Charlotte IBT request will further stress this limited resource.
- A few years ago, we experienced severe drought conditions that depleted water levels to a point that nearly interrupted public drinking water supplies. This IBT will exacerbate that issue with the next drought.
- We are also concerned about the negative impact of increasing water pollutant concentrations with an IBT of this magnitude that would add further degradation of an already stressed ecosystem.
- Increased pollutant concentrations resulting from this IBT will indirectly cause an increase in wastewater treatment costs for local governments along the river.
- Charlotte has provided very limited information about their request, the alternatives they have considered, and the cost of those alternatives to their forthcoming IBT application.
- Previous studies for the Catawba River called for the elimination of interbasin transfers as a strategy to protect the river and water supplies during drought conditions. This request would further expose communities in the Catawba River Basin to water shortages during drought conditions.
- The 2015 Water Supply Master Plan for the Catawba River projected Charlotte's current IBT would be sufficient through 2065 and yet another request is apparently forthcoming.
- Charlotte should not increase its IBT for its growth needs over the next 30 years but should instead use that time to implement water infrastructure and policies to eliminate its current IBT certificate issued in 2002.
- An IBT should be a temporary measure to accommodate growth and not a permanent solution.
- In summary, our region should not be forced to give up its potential growth opportunities to subsidize Charlotte growth with our water resources.

## **RESOLUTION TO OPPOSE THE CITY OF CHARLOTTE INTERBASIN TRANSFER REQUEST**

**WHEREAS**, North Carolina Environmental Management officials are currently reviewing a request from the City of Charlotte to modify their certificate increase their current transfer of 33 million gallons per day to 63 million gallons of water per day from the Catawba River Basin to the Rocky River Basin; and

**WHEREAS**, this latest request is a trend of additional interbasin transfer water usage from the Catawba River as evidenced by the following:

Charlotte/Mecklenburg's previously approved certificate of 33 million gallons per day interbasin transfer to the Rocky River in 2002; and

Concord and Kannapolis's previously approved certificate of 10 million gallons per day interbasin transfer to the Rocky River in 2007; and

**WHEREAS**, the net effect of the aforementioned actions will result in a total increased usage of 73 million gallons per day from the Catawba River Basin to the Rocky River Basin; and

**WHEREAS**, the Catawba River and its tributaries are not an unlimited supply of water as evidenced by previous years of drought conditions experienced most notably by the Upper Catawba Basin and the entire State of North Carolina; and

**WHEREAS**, Town of Valdese and the Western Piedmont Region is considered a growth area for the North Carolina with additional water needs in the future; and that there's a valid concern that interbasin transfers of this magnitude may effectively subsidize growth in receiving areas using the limited water resources of the Catawba River Basin; and

**WHEREAS**, issues of equity and sustainability are in question, as it involves one region bearing the environmental and infrastructural costs of supporting growth in another region, and it is essential to consider the long-term implications and fairness of such resource allocations; and

**WHEREAS**, reducing the flow of the Catawba River by transferring water could lead to greater concentrations of pollutants in the river, a reduced flow rate diminishing the river's natural ability to dilute and transport pollutants, and have detrimental effects on aquatic ecosystems, recreational activities, and public health within the Catawba River Basin; and

**WHEREAS**, the Town of Valdese Town Council is concerned the proposed interbasin transfer will limit the amount of water available for withdraw to support growth in our area due to regulation limits under state and federal laws; and

**WHEREAS**, the Town of Valdese Town Council does hereby express its concern about the long-term availability of water within the Catawba River Basin and believes transferring water

from the Catawba River Basin to the Rocky River Basin could indeed limit future growth opportunities for local communities in the Catawba River Basin; and

**WHEREAS**, the Catawba Wateree Water Resource Management Group is actively working to update its water supply master plan for the entire river basin and Charlotte should wait until that process is complete; and

**WHEREAS**, previous studies for the Catawba River called for the elimination of interbasin transfers as a strategy to protect the river and water supplies during drought conditions and an IBT should be a temporary measure to accommodate growth and not a permanent solution; and

**WHEREAS**, the 2015 Water Supply Master Plan for the Catawba River projected Charlotte's current IBT would be sufficient through 2065 and that Charlotte should not increase its IBT for its growth needs over the next 30 years; and

**WHEREAS**, Charlotte should instead use that time to implement water infrastructure and policies to eliminate its current IBT certificate issued in 2002; and

**WHEREAS**, water availability is crucial for sustaining economic development, agriculture, and quality of life in growing communities and if water is diverted elsewhere, it may constrain the ability of communities within the Catawba River Basin to support their own development and population growth; and

**WHEREAS**, our region should not be forced to give up its potential growth opportunities to subsidize Charlotte growth with our water resources; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Valdese Town Council requests that the North Carolina Environmental Management Commission deny the City of Charlotte interbasin transfer request to modify their certificate to transfer 63 million gallons of water per day from the Catawba River Basin to the Rocky River Basin.

Adopted this 6<sup>th</sup> day of May, 2024.

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Mayor Watts

ATTEST:

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Jessica Lail, Town Clerk

DATE: May 3, 2024

TO: Mayor and Council

FROM: Water Resources Director Greg Padgett

The Town of Valdese previously accepted a State Reserve Loan offer of \$1,176,000 to upgrade the Cline Pump Station and make improvements to the Cline PS sub-basin. After a very long process, the project finally went out for bids. Staff received (3) three qualified bids on Thursday, April 18, 2024. Staff recommends awarding the contract to Carolina Grading & Utilities for \$1,157,710.<sup>00</sup>.

The following picture is included as reference to detail the problem that will be addressed with the completion of this project. The picture is from December 26, 2023. This after heavy, prolonged rain in the area.



April 26, 2024

Mr. Bryan Steen, Interim Town Manager  
Town of Valdese  
102 Massel Avenue  
Valdese, North Carolina 28690

Re: Award Recommendation  
Cline Avenue Basin and Pump Station Improvements  
Town of Valdese, North Carolina

Dear Mr. Steen:

The public bid opening for the subject project was held on April 18, 2024. Carolina Grading and Utilities, Inc., of Warrensville, North Carolina was the lowest responsive, responsible bidder with a total base amount of \$1,241,190.00. Carolina Grading and Utilities is appropriately licensed with the North Carolina General Contractor Board and has successfully completed similar projects in the past.

The submitted bid amount is greater than the allocated loan funding from the Town's SRF award, which was established in 2020 prior to the recent exceptional inflation of the construction bid market. In an effort to lower the project's construction costs, evaluations for project scope reduction and material substitutions have been completed with the Town and Carolina Grading and Utilities. In light of those scope revisions, we recommend award of this project to Carolina Grading and Utilities in the amount of **\$1,157,710.00**. All current scope revisions will be memorialized with Carolina Grading and Utilities in a memorandum of negotiation to be executed in advance of final construction contract execution. We also recommend that the Town establish a construction contingency amount of \$57,886 to cover any quantity overruns or unforeseen circumstances.

Enclosed for your use is the Certified Bid Tabulation. Please do not hesitate to contact us if you have any questions.

Sincerely,  
**McGILL ASSOCIATES, P.A.**



**R.J. MOZELEY, PE**  
Senior Project Manager

RJM:kl

Enclosures: Certified Bid Tabulation

**CERTIFIED BID TABULATION  
CLINE AVE BASIN AND PUMP STATION UPGRADES  
TOWN OF VALDESE, NORTH CAROLINA**

No	Description	Quantity	Unit	Carolina Grading & Utilites, Inc.		Locke-Lane Construction		TP Howards's Plumbing, Inc.	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization (maximum 3%)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,700.00	\$ 40,700.00
2	8" PVC Gravity Sewer Line Installation (0'-6' Cover)	1,500	LF	\$ 56.00	\$ 84,000.00	\$ 155.00	\$ 232,500.00	\$ 110.00	\$ 165,000.00
3	8" PVC Gravity Sewer Line Installation (6'-8' Cover)	540	LF	\$ 68.00	\$ 36,720.00	\$ 186.00	\$ 100,440.00	\$ 120.00	\$ 64,800.00
4	8" PVC Gravity Sewer Line Installation (8'-10' Cover)	360	LF	\$ 78.00	\$ 28,080.00	\$ 252.00	\$ 90,720.00	\$ 150.00	\$ 54,000.00
5	8" PVC Gravity Sewer Line Installation (10'+ Cover)	220	LF	\$ 168.00	\$ 36,960.00	\$ 210.00	\$ 46,200.00	\$ 200.00	\$ 44,000.00
6	8" C900 Force Main Installation	2,080	LF	\$ 60.00	\$ 124,800.00	\$ 90.00	\$ 187,200.00	\$ 100.00	\$ 208,000.00
7	8" Plug Valve Installation	1	EA	\$ 9,500.00	\$ 9,500.00	\$ 7,820.00	\$ 7,820.00	\$ 3,900.00	\$ 3,900.00
8	6" Plug Valve Installation	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 6,915.00	\$ 6,915.00	\$ 3,200.00	\$ 3,200.00
9	1" Combination Air Release/ Vacuum Valve	1	EA	\$ 8,850.00	\$ 8,850.00	\$ 13,370.00	\$ 13,370.00	\$ 13,000.00	\$ 13,000.00
10	4' Diam. Standard Sewer Manhole (0' - 6')	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 12,350.00	\$ 24,700.00	\$ 12,000.00	\$ 24,000.00
11	4' Diam. Standard Sewer Manhole (6' - 8')	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 12,600.00	\$ 50,400.00	\$ 1,300.00	\$ 5,200.00
12	4' Diam. Standard Sewer Manhole (8' - 10')	3	EA	\$ 7,500.00	\$ 22,500.00	\$ 12,900.00	\$ 38,700.00	\$ 14,000.00	\$ 42,000.00
13	4' Diam. Doghouse Sewer Manhole (0' - 6')	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 17,250.00	\$ 17,250.00	\$ 12,000.00	\$ 12,000.00
14	4' Diam. Doghouse Sewer Manhole (6' - 8')	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 17,600.00	\$ 17,600.00	\$ 13,000.00	\$ 13,000.00
15	5' Diam. Standard Sewer Manhole (8' - 10')	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 18,000.00	\$ 18,000.00	\$ 15,500.00	\$ 15,500.00
16	5' Diam. Doghouse Sewer Manhole (0' - 6')	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 25,700.00	\$ 25,700.00	\$ 13,500.00	\$ 13,500.00
17	Standard Sewer Manhole Demolition and Abandonment in Place	6	EA	\$ 1,950.00	\$ 11,700.00	\$ 5,250.00	\$ 31,500.00	\$ 2,300.00	\$ 13,800.00
18	Standard Sewer Manhole Demolition and Removal	4	EA	\$ 2,850.00	\$ 11,400.00	\$ 3,925.00	\$ 15,700.00	\$ 4,000.00	\$ 16,000.00
19	Sewer Manhole Rehabilitation; All sizes	1	LS	\$ 6,200.00	\$ 6,200.00	\$ 69,600.00	\$ 69,600.00	\$ 11,300.00	\$ 11,300.00
20	Gravity Sewer Connection to Existing Manhole, All Depths	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 13,000.00	\$ 39,000.00	\$ 7,000.00	\$ 21,000.00
21	Sewer Service Re-connection, All Sizes	18	EA	\$ 2,000.00	\$ 36,000.00	\$ 8,435.00	\$ 151,830.00	\$ 3,300.00	\$ 59,400.00
22	4-inch Sewer Service Line	360	LF	\$ 85.00	\$ 30,600.00	\$ 132.50	\$ 47,700.00	\$ 45.00	\$ 16,200.00
23	8" Force Main Connection to Existing Manhole	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 84,360.00	\$ 84,360.00	\$ 40,000.00	\$ 40,000.00
24	Asphalt Road Repair (Per Detail ST-4)	1,850	LF	\$ 85.00	\$ 157,250.00	\$ 230.00	\$ 425,500.00	\$ 144.00	\$ 266,400.00
25	Asphalt Drive Repair (Per Detail ST-5)	30	LF	\$ 142.00	\$ 4,260.00	\$ 265.00	\$ 7,950.00	\$ 140.00	\$ 4,200.00
26	Gravel Drive Repair (Per Detail ST-6)	140	LF	\$ 38.00	\$ 5,320.00	\$ 184.00	\$ 25,760.00	\$ 40.00	\$ 5,600.00
27	Select Backfill Allowance	1,000	CY	\$ 25.00	\$ 25,000.00	\$ 25.00	\$ 25,000.00	\$ 25.00	\$ 25,000.00
28	Washed Stone Undercut for Wet Conditions as Directed by the Engineer (Per Detail S-4)	500	LF	\$ 28.00	\$ 14,000.00	\$ 13.50	\$ 6,750.00	\$ 25.00	\$ 12,500.00
29	Erosion Control Measures (per Plans and Details)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 29,500.00	\$ 29,500.00	\$ 45,000.00	\$ 45,000.00
30	Duplex Submersible Pump Station Improvements	1	LS	\$ 413,550.00	\$ 413,550.00	\$ 324,335.00	\$ 324,335.00	\$ 445,000.00	\$ 445,000.00
<b>BASE BID TOTALS:</b>				<b>\$ 1,241,190.00</b>		<b>\$ 2,202,000.00</b>		<b>\$ 1,703,200.00</b>	

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 18th day of April 2024, in the Community Room of the Valdese Town Hall located at 102 Massel Ave, Valdese, North Carolina 28690.

**McGill Associates, P.A.**

R.J. Mozeley, PE



1240 19th Street Lane, NW, Hickory, North Carolina 28601

Firm License No. C-0459



## RESOLUTION OF TENTATIVE AWARD

**WHEREAS**, the **Town of Valdese**, North Carolina has received bids, pursuant to duly advertised notice therefore, for construction of the **Cline Avenue Basin and Pump Station Improvements project**, and

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

**WHEREAS**, of three (3) bids at the formal, public bid opening, Carolina Grading and Utilities, Inc. of Warrensville, North Carolina was the lowest bidder for the Cline Avenue Basin and Pump Station Improvements project, in the total bid amount of \$1,241,190, and

**WHEREAS**, the scope of work has been negotiated to reduce the contract price to \$1,157,710, and

**WHEREAS**, the Town of Valdese will request additional low-interest loan funding from the North Carolina Department of Environmental Quality, Division of Water Infrastructure, and

**WHEREAS**, the Town of Valdese will appropriate from the utility fund balance enough additional funds for project construction revenues to complete the project.

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

That **TENTATIVE AWARD** is made to Carolina Grading and Utilities, Inc. for the Contract Price of \$1,157,710.

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

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

Adopted this the 6<sup>th</sup> day of May, 2024 at Valdese Town, North Carolina.

SEAL

---

Charlie Watts, Mayor

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting **Town Clerk** of Valdese does hereby certify: That the above/attached resolution is a true and correct copy of the resolution, as regularly adopted at a legally convened meeting of the Town of Valdese duly held on the \_\_\_\_ day of May, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature of Recording Officer

Jessica Lail, Town Clerk \_\_\_\_\_  
Printed Name and Title

# MICHAEL GRAVES

---

May 3, 2024

David Andersen  
Director, CPO  
Town of Valdese Parks and Recreation Department  
Office: (828) 874-6733  
[DAndersen@valdesenc.gov](mailto:DAndersen@valdesenc.gov)

Re: Proposal for Architectural and Engineering Services  
Valdese – Draughn Aquatic Center Structure  
312 Massel Ave. SE  
Valdese, North Carolina 28690

Dear David:

Thank you for this opportunity to provide professional design services for the Town of Valdese. This is an exciting step to install a structure over the existing swimming pool. The following is our proposal to provide Architectural & Engineering services:

## THE PROJECT

The Town of Valdese has an existing pool, that has been covered by an inflatable fabric structure for many years. The pool area is adjacent to their existing parks & recreational facility. The Town has decided to proceed with a pre-engineered / pre-fabricated structure (we understand a specification for the structure can be provided by the Town or one of the potential providers, to include in the bid documents).

Architectural and Engineering services are needed, to review the building code compliance and design accommodations for the new structure, including foundations, lighting, mechanical, and fire protection considerations.

## SCOPE OF SERVICES

Structural:

Design Development Phase

Prepare foundation plans with construction requirements noted.  
Prepare representative foundation and slab sections.  
Prepare outline technical specifications for construction on the structural drawings.  
Participate in web conferencing coordination meetings to review the work in progress.

1. Construction Document Preparation
  - a. Preparation of detailed drawings for permitting, bidding and construction for one bid phase, which will include all phases of construction. The construction drawings will include plans, sections and details, and specifications applicable to the structural scope of work.
  - b. Participate in web conferencing coordination meetings to review the work in progress.
  - c. Compliance with North Carolina State Building Code requirements and code review

- agency requirements.
  - d. Prepare technical specifications for construction shown on the structural drawings, prepared using Microsoft Word.
  - e. Construction documents will be developed using the current version of Revit. Revit Modeling to a maximum LOD: 300
2. Construction Contract Administration
- a. Shop Drawings and Submittal Review.
  - b. Provide answers or clarifications to reasonable requests for information from the Contractor.
  - c. Site Observation visits during structural phase of work, plus reviews at critical milestones. SKA anticipates that the construction duration for the StructuralPhase of the work will be approximately 4-6 months and includes two (2) site visits.

#### MEPFP:

#### Design Development Phase

Perform a review of available existing construction documents.

Perform a site visit to establish existing conditions of the facility.

Prepare mechanical and electrical drawings indicating outside air ventilation systems, heating systems, exhaust systems, lighting, and normal power systems.

Prepare basis of design for fire protection systems.

Prepare outline specifications.

Participate in web conferencing coordination meetings to review the work in progress.

1. Construction Document Preparation
- a. Preparation of detailed drawings for permitting, bidding and construction for one bid phase, which will include all phases of construction. The construction drawings will include plans, details, control diagrams, equipment schedules and specifications applicable to the mechanical and electrical scopes of work.
  - b. Provide basis of design drawings for fire protection systems. Fire protection permit design shall be a delegated design provided by fire protection contractor.
  - c. Participate in web conferencing coordination meetings to review the work in progress.
  - d. Compliance with North Carolina State Building Code requirements and code review agency requirements.
  - e. Prepare technical specifications for construction shown on the mechanical and electrical drawings, prepared using Microsoft Word.
  - f. Construction documents will be developed using the current version of Revit. Revit Modeling to a maximum LOD: 300
2. Construction Contract Administration
- a. Approval of shop drawings, responses to bid phase questions and RFI's.
  - b. Approval of pay applications.
  - c. Two (2) site observation visits with field report.
  - d. Final inspection.
  - e. Project closeout documentation.

#### PROJECT BUDGET

The Town of Valdese has not provided a construction budget, and the design process will help identify the bid day expectations with third party estimating.

#### COMPENSATION

We propose providing Architectural and Engineering Services on a fee basis. Based on our understanding of the project we are projecting the following fees:

○ Architectural	\$28,560
○ Civil Engineering	\$6,720
○ Structural Engineering	\$18,000
○ Plumbing, Mechanical, Electrical & Fire Protections Engineering	\$47,880
○ <u>Construction Cost Estimating (Design Development &amp; Construction Doc)</u>	<u>\$7,680</u>
○ <b>Total Proposed Advanced Planning Fee</b>	<b>\$108,840</b>

#### Fee Breakdown

○ Design Development / 38% of fee	\$42,000
○ Construction Documents / 42% of fee	\$45,840
○ <u>Construction Administration / 20% of fee</u>	<u>\$21,000</u>
○ Total Fee	\$108,840

Reimbursement for copying and printing will be billed at invoice times 1.1. Out-of-town travel will be billed using the Federal Mileage rate. In the event Additional Services are required they will be approved in advance and billed per our typical rate sheet. Services for consultants will be billed at invoice times 1.20. **Reimbursable Expenses (copying, printing, and mileage) will not exceed \$4,000 – if additional reimbursable expenses are needed, we will seek prior approval before invoicing.**

#### SCHEDULE

- Designer Selection and Fee Negotiation – week of 4/29/24 sign design fee proposal.
- Town Council Meeting (where the Parks & Rec will provide an update that a designer has been selected and is proceeding with design concept / cost estimating) – 5/6/24
  - **We need to provide a site markup for the owner to proceed with the following – 1) site survey extents & 2) soil boring locations (see attached slide 13 for a PDF suitable for markup by civil and structural)**
  - Complete Design Development Documents (based on attached concept) – assuming three weeks to answer the scope questions below, related to sprinkler, site borings, and survey – publish DD docs by 5/24/24
  - Publish DD statement of Probable Cost (from HarrisCost) – publish 5/31/24
- Town Council Meeting on 6/3/24 (Although Parks & Rec does not need to seek additional approvals – other than the 5/6/24 design fee approval, then the approval to proceed with the apparent low bid for construction)
- Construction Documents (assuming the Town of Valdese accepts the DD budget published on 5/31/24)
  - Publish Construction Documents by 6/28/24
- Plan Review / Permitting / Bidding (we will assist with this process) – July 2024
- Construction Mobilization – Early to Mid-August 2024 (45 days for footing / slab work, existing fan / grill removal from old bubble, and sprinkler / fire line connection if needed / just before the structure delivery).
  - Lead Time on the pre-fab building product – 8 weeks (best case) to 12 weeks (contractor would need to order this by Mid-August 2024, to arrive on site by Mid-October 2024), Michael Graves and our engineering consultants should be part of the review / submittal process on this.
  - Expected erection time on this building product is 8 to 12 days (which puts the erection complete by Late-October)
  - Sprinkler Installation – Early-November (2 weeks)
  - Final Inspection 11/15/24
- Owner Occupancy – 11/28/24 (The Town would like to include \$500 / Day Liquidated Damages for schedule delays beyond this date).

#### CONSULTANTS

We propose the following consultants for this project:

Clayton Engineering	Civil Engineering
SKA Consulting Engineers	Structural Engineering
SKA Consulting Engineers	Plumbing, Mechanical, Electrical, & FP Engineering
HarrisCost	Construction Cost Estimating

#### TERMS OF AGREEMENT

The attached Conditions of Agreement are incorporated into this proposal.

Thank you for your time and consideration on this project. If you need additional information, please contact us. If this proposal is acceptable, please return one fully executed copy for our file.

Sincerely,  
Walter Robbs Architects, a Michael Graves Company

**KEN MCDANIEL**

Ken McDaniel, AIA  
Principal / President

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Accepted By: David Andersen

Date

**CONDITIONS OF THE AGREEMENT**

Walter Robbs Architects, a Michael Graves Company

These Conditions of the Agreement are incorporated into the forgoing Proposal letter from Walter Robbs Architects, a Michael Graves Company (Michael Graves) and are part of the Agreement under which professional services are to be performed by Michael Graves and their consultants. Client is defined as the person / organization named as the addressee in this Proposal letter. The Agreement shall include the Proposal letter, Conditions of the Agreement, Fee Schedule, and any other documents mutually agreed upon and executed by Michael Graves and Client.

**Scope of Services:** The Scope of Services described in the Proposal letter is based on information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Services and Compensation will be adjusted as mutually agreed between Michael Graves and the Client.

**Standard of Care:** Services performed by Michael Graves under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the architectural profession currently practicing in the same locality and under similar circumstances. No other representation, warranty, or guarantee, expressed or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise provided by Michael Graves to Client.

**Ownership of Documents:** Michael Graves and their consultants will be deemed the authors and owners of all documents generated by their firms respectively as Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement and prompt payment of all sums when due, Michael Graves and their consultants will grant the Client a nonexclusive license to use the documents solely and exclusively for this specific project.

**Credit:** The Client agrees to use their best efforts to have Michael Graves identified as providing design services for this Project in all publicity. The Client agrees to allow Michael Graves to photograph the completed project for use in marketing activities, including design award programs.

**Insurance:** Michael Graves carries workers compensation, general liability, and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. We will furnish appropriate insurance certificates to Client upon request. Client understands and agrees that Michael Graves' total liability to Client for any and all injuries, claims, losses, expenses, or damages what so ever, including attorneys' fees and legal expenses, arising out of, or in any way related to, the Project or this Agreement from any cause or causes, including, but not limited to, Michael Graves' negligence, errors, omissions, breach of contract shall not exceed the total amount of the design fee above.

**Invoicing / Payment:** Invoices for services will be billed monthly based on the Compensation described in this Proposal. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. Any inquiries or questions concerning the substance or content of an invoice shall be made in writing within 10 days of receipt of the invoice. A failure to notify Michael Graves within this period shall constitute an acknowledgement that the service has been provided and is correct. A service charge will be charged of 1.0% (12% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts.

**Suspension / Termination:** Should the Project be suspended for more than three (3) months, or abandoned, or the Client terminates our services prior to the completion of the Project, we shall be compensated for all services performed and reimbursable expenses incurred up to the date of receipt of written notice of the suspension or termination. If the Project is resumed after more than a six (6) month suspension, our compensation will be re-negotiated to reflect the scope of services desired at that time. *Client Edit as follows: The Client may terminate this Agreement, with or without cause, upon not less than seven days' written notice to Michael Graves.*

**Mediation:** Michael Graves and Client agree that they shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the construction industry mediation rules of the American Arbitration Association. Once a dispute of claim has arisen between the parties, mediation shall be conducted as soon as practicable. Either party may request mediation to any claims or disputes, at any time, by serving the other party with a written request for mediation setting forth the claim(s) or dispute(s) that are to be the subject of the mediation. The parties shall share any mediator fees and any filing fees equally. In addition, any agreement reached in mediation shall be enforceable as a binding settlement agreement in any court having jurisdiction.

**Construction Administration:** ~~If, at the conclusion of the Construction Document phase, it is determined that Michael Graves and our consultants are not retained to provide services during the construction phase of the project as defined by AIA B102/B201, the Client will, by way of an amendment to the general construction contract, indemnify and hold harmless the design team from all construction phase activities including product and systems substitutions, document clarifications, product and shop drawing reviews, field directives, and change order negotiations (Client requested this standard language be removed). Replaced with the following:~~

**Construction Administration:** Michael Graves has informed Client that construction phase services administered by Michael Graves are advisable for satisfactory completion of the Project. If Client elects not to retain Michael Graves and its consultants to perform construction phase services, Client proceeds at its own risk for any product substitutions, document changes or clarifications, product and shop drawing reviews, field directives and change order negotiations. In the event of such election, Client also waives all claims against Michael Graves and its consultants arising from any use of their work product by Client or others.

#### **Miscellaneous Provisions:**

**Precedence:** These Conditions of the Agreement take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

**Extent of Agreement:** This agreement constitutes the entire agreement between Client and Michael Graves, supersedes all prior discussions or communications between Client and Michael Graves, and cannot be changed, amended, or altered unless in writing and accepted by both Michael Graves and Client.

**Governing Law:** The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

**Project Specific Work:** Michael Graves' services and work product are only for this specific Project and Client. Michael Graves accepts no responsibility for the unauthorized use of the work product. The Client indemnifies Michael Graves from any third-party use of the work product not authorized in advance by Michael Graves. In the event the work product is stored or transmitted by any form of electronic media, Client agrees that Michael Graves shall not be held liable for the completeness, transmission, accuracy, or longevity of these materials, nor for any misuse.

#### Client Added Comments:

Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Client under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Client and shall be included as a condition to the Client's execution of this Agreement.

Michael Graves certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, Michael Graves shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules/#IranDivestmentandDo-Not-ContractResources-546>. If at any time Michael Graves is added to the FDL or the P&S, while under contract with the Client, the Client shall have the option to terminate the contract immediately.

During the performance of the Contract, Michael Graves agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.

#### **End of Conditions of the Agreement**



**TOWN OF VALDESE**  
NORTH CAROLINA'S FRIENDLY TOWN



P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (888) 798-1022 | TOWNOFVALDESE.COM

**Town of Valdese Resolution**  
**Application for North Carolina Department of Commerce**  
**Rural Downtown Economic Development Grant Program**  
**Old Rock School Rehabilitation Project**

WHEREAS, the Town of Valdese Town Council had indicated its desire to assist in development efforts within the town; and,

WHEREAS, the Town Council fully supports the proposed project Old Rock School Rehabilitation which will result in improvements for accessibility and efficiencies at 400 Main Street West, Valdese, NC 28690; and,

WHEREAS, the Town Council wished to pursue a formal application for a Rural Downtown Economic Development Grant in the amount of \$487,500 from the North Carolina Department of Commerce, Rural Downtown Economic Development Grant Program and has contributed the required 5% match of the awarded amount; and,

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

That the Town of Valdese is authorized to submit a formal application to the North Carolina Department of Commerce, Rural Downtown Economic Development Grant Program in order to provide assistance to benefit the Old Rock School Rehabilitation Project.

That this Resolution shall take effect immediately upon its adoption.

Adopted this the 6<sup>th</sup> day of May 2024 in Valdese, North Carolina.

---

Charles Watts, Mayor

ATTEST:

---

Jessica Lail, Town Clerk

**RESOLUTION EXEMPTING SURVEY SERVICES FOR 400 MAIN STREET W,  
VALDESE, NC (REID: 38377) FROM G.S. 143-64.31**

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, the Town of Valdese proposes to enter into a contract for architect services for work on 400 Main Street W, Valdese, NC; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

THIS RESOLUTION IS ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

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

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Sixth day of May in the year 2024  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Town of Valdese – Office of Community Affairs  
400 Main St W  
Valdese NC 28690

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

Greenberg Farrow Architecture, Inc.  
2459 Wilkinson Blvd – Suite 120  
Charlotte NC 28208

for the following Project:  
*(Name, location and detailed description)*

Old Rock School Renovations – Phase 2  
400 Main St W  
Valdese NC 28690

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Building Renovations as outlined in the attached Professional Services Fee Proposal dated March 27, 2024

§ 1.1.2 The Project's physical characteristics:

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

Existing former school built in 1923, with various renovations over time serves as a multi-use facility. Currently the facility has a 500-seat auditorium, 4 classrooms, 4 private business, 3 nonprofit organizations, art studios, large event space, and Town of Community Affairs & Tourism. The facility is located at 400 Main St W.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

\$454,463.52 Four Hundred Fifty Four Thousand Four Hundred Sixty Three Dollars and Fifty Two Cents

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined – architect to submit a preliminary schedule for review post scope meeting for owner review in compliance with any grant requirements.

.2 Construction commencement date:

To be determined – architect to submit a preliminary schedule for review by owner in compliance with any grant requirements

.3 Substantial Completion date or dates:

To be determined – architect to submit a preliminary date for review by owner in compliance with any grant requirements

.4 Other milestone dates:

n/a

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design – Negotiated Bid - Build

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Morrissa Angi – Director of Community Affairs & Tourism  
828-879-2129  
mangi@valdesenc.gov

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

To be confirmed by Town of Valdese

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

n/a

.2 Civil Engineer:

n/a

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

n/a

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Mark Sealy – Project Manager + Project Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Mechanical Engineer:

SKA Consulting Engineers, Inc.  
4651 Charlotte Park Drive – Suite 150  
Charlotte NC 28217

.2

*(Paragraphs deleted)*

Electrical Engineer:

SKA Consulting Engineers, Inc.  
4651 Charlotte Park Drive – Suite 150  
Charlotte NC 28217

§ 1.1.11.2 Consultants retained under Supplemental Services:

n/a

§ 1.1.12 Other Initial Information on which the Agreement is based:

n/a

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million ( \$ 1,000,000 ) for each occurrence and two million ( \$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ( \$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million ( \$ 1,000,000 ) each accident, one million ( \$ 1,000,000 ) each employee, and one million ( \$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million ( \$ 5,000,000 ) per claim and five million ( \$ 5,000,000 ) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

### § 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

## § 3.5 Procurement Phase Services

### § 3.5.1 General

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

### § 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

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

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

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

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. In no event shall Architect have less than ten (10) business days, to review and respond to any submissions, including but not limited to shop drawings, product data or samples, change orders and request for payment. For submissions that require review of a consultant, not less than fifteen (15) days be allotted.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with

information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect with owner assistance
§ 4.1.1.2 Multiple preliminary designs	Np
§ 4.1.1.3 Measured drawings	Np
§ 4.1.1.4 Existing facilities surveys	Np
§ 4.1.1.5 Site evaluation and planning	Np
§ 4.1.1.6 Building Information Model management responsibilities	Np
§ 4.1.1.7 Development of Building Information Models for post construction use	Np
§ 4.1.1.8 Civil engineering	Np
§ 4.1.1.9 Landscape design	Np
§ 4.1.1.10 Architectural interior design	Architect – as applicable to scope
§ 4.1.1.11 Value analysis	Np
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Np
§ 4.1.1.13 On-site project representation	Np
§ 4.1.1.14 Conformed documents for construction	Np
§ 4.1.1.15 As-designed record drawings	Np
§ 4.1.1.16 As-constructed record drawings	Np
§ 4.1.1.17 Post-occupancy evaluation	Np
§ 4.1.1.18 Facility support services	Np
§ 4.1.1.19 Tenant-related services	Np
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Np
§ 4.1.1.21 Telecommunications/data design	Np
§ 4.1.1.22 Security evaluation and planning	Np
§ 4.1.1.23 Commissioning	Np
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Np
§ 4.1.1.25 Fast-track design services	Np

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.26 Multiple bid packages	Np
§ 4.1.1.27 Historic preservation	Np
§ 4.1.1.28 Furniture, furnishings, and equipment design	Np
§ 4.1.1.29 Other services provided by specialty Consultants	Np
§ 4.1.1.30 Other Supplemental Services	Np
4.1.1.31 Destructive testing of existing conditions	Np

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly ( ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

### § 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed

with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

n/a

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

n/a

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

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

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

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

the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

## ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum  
(Insert amount)

\$20,000.00 Twenty Thousand Dollars

- .2  
(Paragraphs deleted)

Other  
(Describe the method of compensation)

n/a

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

n/a

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly fee per rate schedule or stipulated sum amount to be agreed upon by Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve and one half percent ( 12.5 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

n/a

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

Development/Documentation Phase	Fifty	percent	50%
Permit Phase	Ten	percent	10%
<i>(Row deleted)</i>			
Bid/Negotiation Phase	Ten	percent	10%
Contract Administration Phase	Thirty	percent	30%
<hr/>			
Total Basic Compensation	One Hundred	percent	100%

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)
Managing Director	\$295/hr
Director	\$240/hr
Senior Development Manager	\$200/hr
BIM Manager / Development Manager / Quality Control Manager / Senior Construction Administrator / Senior Designer / Senior Project Manager	\$190/hr
Associate Development Manager / Construction Administrator / Project Design Leader / Project Manager	\$175/hr
BIM Leader / Project Architect / Project Designer / Quality Control Leader / Senior Due Diligence Coordinator / Senior Landscape Architect / Senior Land Surveyor / Senior Planner / Senior Project Engineer	\$160/hr
Design Leader / Landscape Architect / Land Surveyor / Project Engineer / Project Leader / Senior Interior Designer / Senior Project Designer	\$145/hr
BIM Coordinator / Design Coordinator / Due Diligence Coordinator / Engineering Project Designer / Office Technician / Project Captain / Quality Control Coordinator	\$125/hr

BIM Specialist / Crew Chief / Designer III / Interior Designer III / Landscape Designer III	\$115/hr
Designer II / Interior Designer II / Landscape Designer II	\$105/hr
Designer I / Field Technician / Interior Designer I / Landscape Designer I / Site Planner	\$95/hr
Intern	\$80/hr

### § 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursable expenses identified in 11.8.1 shall be billed towards an allowance in the base fee Not To Exceed Amount of \$4,000 (Four thousand dollars)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

n/a

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of n/a (\$ n/a ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

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

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

0 % zero

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

*(Include other terms and conditions applicable to this Agreement.)*

Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Owner under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Owner and shall be included as a condition to the Owner's execution of this Agreement.

Architect certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Architect shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules#IranDivestmentandDo-Not-ContractResources-546>. If at any time Architect is added to the FDL or the P&S, while under contract with the Owner, the Owner shall have the option to terminate the contract immediately.

During the performance of this Agreement, Architect agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ n/a ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ n/a ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

.4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Professional Services Fee Proposal, dated March 27, 2024

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

**- See attached Signature Page-**

**- See attached Signature Page-**

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

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

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

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

Init.

# Signatures Page

Init.

/

## **Additions and Deletions Report for AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:37:17 ET on 05/02/2024.

### **PAGE 1**

**AGREEMENT** made as of the Sixth day of May in the year 2024

...

Town of Valdese – Office of Community Affairs  
400 Main St W  
Valdese NC 28690

...

Greenberg Farrow Architecture, Inc.  
2459 Wilkinson Blvd – Suite 120  
Charlotte NC 28208

...

Old Rock School Renovations – Phase 2  
400 Main St W  
Valdese NC 28690

**PAGE 2**

Building Renovations as outlined in the attached Professional Services Fee Proposal dated March 27, 2024

...

Existing former school built in 1923, with various renovations over time serves as a multi-use facility. Currently the facility has a 500-seat auditorium, 4 classrooms, 4 private business, 3 nonprofit organizations, art studios, large event space, and Town of Community Affairs & Tourism. The facility is located at 400 Main St W.

...

\$454,463.52 Four Hundred Fifty Four Thousand Four Hundred Sixty Three Dollars and Fifty Two Cents

**PAGE 3**

To be determined – architect to submit a preliminary schedule for review post scope meeting for owner review in compliance with any grant requirements.

...

To be determined – architect to submit a preliminary schedule for review by owner in compliance with any grant requirements

...

To be determined – architect to submit a preliminary date for review by owner in compliance with any grant requirements

...

n/a

...

Design – Negotiated Bid - Build

...

n/a

...

Morrissa Angi – Director of Community Affairs & Tourism  
828-879-2129  
mangi@valdesenc.gov

...

To be confirmed by Town of Valdese

...

n/a

**PAGE 4**

n/a

...

n/a

...

Mark Sealy – Project Manager + Project Architect

...

.1 Structural  
.1 Mechanical Engineer:

SKA Consulting Engineers, Inc.  
4651 Charlotte Park Drive – Suite 150  
Charlotte NC 28217

...

.2 Mechanical Engineer:

.3—Electrical Engineer:

SKA Consulting Engineers, Inc.  
4651 Charlotte Park Drive – Suite 150  
Charlotte NC 28217

...

n/a

...

n/a

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000 ) each accident, one million (\$ 1,000,000 ) each employee, and one million (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000 ) per claim and five million (\$ 5,000,000 ) in the aggregate.

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**§ 3.5.3 Negotiated Proposals**

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

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

- .1—~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- .2—~~organizing and participating in selection interviews with prospective contractors;~~
- .3—~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- .4—~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. In no event shall Architect have less than ten (10) business days, to review and respond to any submissions, including but not limited to shop drawings, product data or samples, change orders and request for payment. For submissions that require review of a consultant, not less than fifteen (15) days be allotted.

PAGE 11

§ 4.1.1.1	Programming	Architect with owner assistance
§ 4.1.1.2	Multiple preliminary designs	<u>Np</u>
§ 4.1.1.3	Measured drawings	<u>Np</u>
§ 4.1.1.4	Existing facilities surveys	<u>Np</u>
§ 4.1.1.5	Site evaluation and planning	<u>Np</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Np</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Np</u>
§ 4.1.1.8	Civil engineering	<u>Np</u>
§ 4.1.1.9	Landscape design	<u>Np</u>
§ 4.1.1.10	Architectural interior design	Architect – as applicable to scope
§ 4.1.1.11	Value analysis	<u>Np</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Np</u>
§ 4.1.1.13	On-site project representation	<u>Np</u>
§ 4.1.1.14	Conformed documents for construction	<u>Np</u>
§ 4.1.1.15	As-designed record drawings	<u>Np</u>
§ 4.1.1.16	As-constructed record drawings	<u>Np</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Np</u>
§ 4.1.1.18	Facility support services	<u>Np</u>
§ 4.1.1.19	Tenant-related services	<u>Np</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Np</u>
§ 4.1.1.21	Telecommunications/data design	<u>Np</u>
§ 4.1.1.22	Security evaluation and planning	<u>Np</u>
§ 4.1.1.23	Commissioning	<u>Np</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Np</u>
§ 4.1.1.25	Fast-track design services	<u>Np</u>
§ 4.1.1.26	Multiple bid packages	<u>Np</u>
§ 4.1.1.27	Historic preservation	<u>Np</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Np</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Np</u>
§ 4.1.1.30	Other Supplemental Services	<u>Np</u>
4.1.1.31	Destructive testing of existing conditions	<u>Np</u>

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- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Weekly ( ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

...

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

PAGE 17

[ x ] Litigation in a court of competent jurisdiction

...

### ~~§ 8.3 Arbitration~~

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

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

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

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

### ~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

PAGE 18

n/a

...

n/a

PAGE 19

\$20,000.00 Twenty Thousand Dollars

.2 Percentage Basis

~~(Insert percentage value)~~

~~( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 Other

...

n/a

...

n/a

...

Hourly fee per rate schedule or stipulated sum amount to be agreed upon by Owner and Architect

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twelve and one half percent ( 12.5 %), or as follows:

...

n/a

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<u>Schematic Design</u>	<u>Fifty</u>	<u>percent (</u>	<u>50%</u>	<u>%)</u>
<u>Development/Documentation</u>				
<u>Phase</u>				
<u>Design Development/Permit Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10%</u>	<u>%)</u>
<u>Construction Documents</u>		<u>percent (</u>		<u>%)</u>
<u>Phase</u>				
<u>Procurement Bid/Negotiation Phase</u>	<u>Ten</u>	<u>percent (</u>	<u>10%</u>	<u>%)</u>
<u>Construction Contract</u>	<u>Thirty</u>	<u>percent (</u>	<u>30%</u>	<u>%)</u>
<u>Administration Phase</u>				

<u>Total Basic Compensation</u>	<u>one hundred One</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>
	<u>Hundred</u>		<u>100%</u>	

...

Managing Director \$295/hr

Director \$240/hr

<u>Senior Development Manager</u>	<u>\$200/hr</u>
<u>BIM Manager / Development Manager / Quality Control Manager / Senior Construction Administrator / Senior Designer / Senior Project Manager</u>	<u>\$190/hr</u>
<u>Associate Development Manager / Construction Administrator / Project Design Leader / Project Manager</u>	<u>\$175/hr</u>
<u>BIM Leader / Project Architect / Project Designer / Quality Control Leader / Senior Due Diligence Coordinator / Senior Landscape Architect / Senior Land Surveyor / Senior Planner / Senior Project Engineer</u>	<u>\$160/hr</u>
<u>Design Leader / Landscape Architect / Land Surveyor / Project Engineer / Project Leader / Senior Interior Designer / Senior Project Designer</u>	<u>\$145/hr</u>
<u>BIM Coordinator / Design Coordinator / Due Diligence Coordinator / Engineering Project Designer / Office Technician / Project Captain / Quality Control Coordinator</u>	<u>\$125/hr</u>
<u>BIM Specialist / Crew Chief / Designer III / Interior Designer III / Landscape Designer III</u>	<u>\$115/hr</u>
<u>Designer II / Interior Designer II / Landscape Designer II</u>	<u>\$105/hr</u>
<u>Designer I / Field Technician / Interior Designer I / Landscape Designer I / Site Planner</u>	<u>\$95/hr</u>
<u>Intern</u>	<u>\$80/hr</u>

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursable expenses identified in 11.8.1 shall be billed towards an allowance in the base fee Not To Exceed Amount of \$4,000 (Four thousand dollars)

...

n/a

...

§ 11.10.1.1 An initial payment of n/a (\$ n/a ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

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

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0 % zero

...

Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Owner under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418’s E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Owner and shall be included as a condition to the Owner’s execution of this Agreement.

Architect certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, Architect shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules#IranDivestmentandDo-Not-ContractResources-546>. If at any time Architect is added to the FDL or the P&S, while under contract with the Owner, the Owner shall have the option to terminate the contract immediately.

During the performance of this Agreement, Architect agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.

...

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

...

~~.2~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

— (Insert the date of the E203–2013 incorporated into this agreement.)

—  
.3

.2 Exhibits:

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[ n/a ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

[ n/a ] Other Exhibits incorporated into this Agreement:

...

Professional Services Fee Proposal, dated March 27, 2024

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:37:17 ET on 05/02/2024 under Order No. 2114426596 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Sixth day of May in the year Two Thousand Twenty Four  
*(In words, indicate day, month and year.)*

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

Town of Valdese  
400 Main Street, West  
Valdese, NC 28690

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

Houck Contracting LLC  
315 Skyline Road  
Hickory, NC 28601

for the following Project:  
*(Name, location and detailed description)*

Old Rock School  
400 Main Street, West  
Valdese, NC 28690

The Architect:  
*(Name, legal status, address and other information)*

Greenberg Farrow Architecture, Inc. *(previously SGA|NW, a GF design company)*  
2459 Wilkinson Blvd, Suite 120  
Charlotte, NC 28208

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.  


## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

Not later than One Hundred Fifty ( 150 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
NA	NA

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifty Four Thousand Four Hundred Sixty Three Dollars and Fifty Two Cents, \$454,463.52 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Stage Façade - Rear Low Wall Façade	\$10,000.00 (Ten Thousand Dollars)

**§ 4.4 Unit prices, if any:**

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

Five Hundred Dollars (\$500.00) for each calendar day beyond contractual completion date.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

NA

**ARTICLE 5 PAYMENTS****§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

Init.

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User Notes:

(1466066498)

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

NA

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

NA

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

NA % NA

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

NA

Init.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

NA

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

Morrissa Angi  
PO Box 339  
Valdese, NC  
828-874-6773  
mangi@valdesenc.gov

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

Hans Ahlf  
PO Box 6235  
Hickory, NC  
828-228-8069

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

NA

## § 8.7 Other provisions:

### PROJECT SCOPE:

The following items identify the basic scope of work to be provided:

- Replace approximately 33 existing rated doors (20 min and 45 min) and hardware with new 5 panel rated doors to align with appearance of original existing doors more closely.
- Painted concrete floors on lower level and two existing stairs to be stripped and ground to greatest extent possible to eliminate trip hazards and resurfaced with non-slip epoxy coating.
- Remove existing flooring and provide new LVT flooring in the following areas; Waldensian Room, Room 7, The Rock Room, Room 138, rear portions of main floor hallways with rubber floor tiles.
- Sand and refinish existing hardwood floor hallways.
- Design upgrades to stage façade and rear seating area low walls to include aisle lighting.
- Replace approximately 18 existing Fan Coil units (locations to be provided)

This Scope is based on utilizing the current "Phase 1" documents and modifying, revising, and noting the above-mentioned scope items with clear delineation as "Phase 2" work.

Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Owner under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Owner and shall be included as a condition to the Owner's execution of this Agreement.

Contractor certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules/#IranDivestmentandDo-Not-ContractResources-546>. If at any time Contractor is added to the FDL or the P&S, while under contract with the Owner, the Owner shall have the option to terminate the contract immediately.

During the performance of this Agreement, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.

Init.

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(1466066498)

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

- .5 Drawings

*(Table deleted)*

NA

- .6 Specifications

*(Table deleted)*

NA

- .7 Addenda, if any:

*(Table deleted)*

NA

- .8 Other Exhibits:

*(Paragraphs deleted)*

NA

*(Table deleted)*

*(Paragraphs deleted)*.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

NA

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

**- See attached Signature Page-**

**- See attached Signature Page-**

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

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

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

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

Init.

# Signatures Page



Init.  
*FD*

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:36:07 ET on 05/02/2024.

## PAGE 1

AGREEMENT made as of the Sixth day of May in the year Two Thousand Twenty Four

...

Town of Valdese  
400 Main Street, West  
Valdese, NC 28690

...

Houck Contracting LLC  
315 Skyline Road  
Hickory, NC 28601

...

Old Rock School  
400 Main Street, West  
Valdese, NC 28690

...

Greenberg Farrow Architecture, Inc. (previously SGA|NW, a GF design company)  
2459 Wilkinson Blvd, Suite 120  
Charlotte, NC 28208

## PAGE 2

A date set forth in a notice to proceed issued by the Owner.

## PAGE 3

Not later than One Hundred Fifty ( 150 ) calendar days from the date of commencement of the Work.

...

NA

NA

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$—Four Hundred Fifty Four Thousand Four Hundred Sixty Three Dollars and Fifty Two Cents, \$454,463.52 )~~, subject to additions and deductions as provided in the Contract Documents.

...

NA

...

NA

...

Stage Façade - Rear Low Wall Facade      \$10,000.00 (Ten Thousand Dollars)

...

NA

...

Five Hundred Dollars (\$500.00) for each calendar day beyond contractual completion date.

...

NA  
**PAGE 4**

NA

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen ( 15 ) days after the Architect receives the Application for Payment.

...

5%  
**PAGE 5**

NA

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NA

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NA

...

NA

...

NA % NA

...

NA  
PAGE 6

Litigation in a court of competent jurisdiction

...

NA

...

Morrissa Angi  
PO Box 339  
Valdese, NC  
828-874-6773  
mangi@valdesenc.gov

...

Hans Ahlf  
PO Box 6235  
Hickory, NC  
828-228-8069  
PAGE 7

NA

...

**PROJECT SCOPE:**

The following items identify the basic scope of work to be provided:

- Replace approximately 33 existing rated doors (20 min and 45 min) and hardware with new 5 panel rated doors to align with appearance of original existing doors more closely.
- Painted concrete floors on lower level and two existing stairs to be stripped and ground to greatest extent possible to eliminate trip hazards and resurfaced with non-slip epoxy coating.
- Remove existing flooring and provide new LVT flooring in the following areas: Waldensian Room, Room 7, The Rock Room, Room 138, rear portions of main floor hallways with rubber floor tiles.
- Sand and refinish existing hardwood floor hallways.
- Design upgrades to stage façade and rear seating area low walls to include aisle lighting.
- Replace approximately 18 existing Fan Coil units (locations to be provided)

This Scope is based on utilizing the current "Phase 1" documents and modifying, revising, and noting the above-mentioned scope items with clear delineation as "Phase 2" work.

Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Owner under applicable law.

Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter into any contract with the Owner and shall be included as a condition to the Owner's execution of this Agreement.

Contractor certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules/#IranDivestmentandDo-Not-ContractResources-546>. If at any time Contractor is added to the FDL or the P&S, while under contract with the Owner, the Owner shall have the option to terminate the contract immediately.

During the performance of this Agreement, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment.

PAGE 8

~~4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

...

Number	Title	Date
NA		

...

Section	Title	Date	Pages
NA			

...

Number	Date	Pages

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. NA~~

...

~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*~~

~~The Sustainability Plan: NA~~

Title	Date	Pages

~~Supplementary and other Conditions of the Contract:~~

Document

Title

Date

Pages

.9 Other documents, if any, listed below:

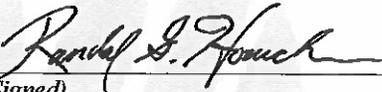
...

NA

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:36:07 ET on 05/02/2024 under Order No. 2114426596 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

Owner / Houck Contracting, LLC  
\_\_\_\_\_  
(Title)

5-2-24  
\_\_\_\_\_  
(Dated)

Capital Project Ordinance Amendment # 4-38

Subject: Old Rock School Renovations

Description: To amend Project Ordinance 38 based on the additional grant monies awarded.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
38.3970.004	Rural Downtown Economic Downtown		487,500
	Development Grant		
Total		\$0	\$487,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
38.6250.150	Renovations	454,500	
38.6250.040	Professional Services	20,000	
38.6250.900	Contingency	13,000	
Total		\$487,500	\$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.

**TO:** Valdese Town Council  
**FROM:** Larry Johnson, Planning Director  
**DATE:** April 24, 2024  
**SUBJECT:** Rezoning Application 1-2-24

**Property Location:** 210-240 Praley Street NW, 441-540 Main Street West, Colombo Street NW

**Parcel ID Numbers:** 2733857733, 2733867498, 2733853425, 2733851667, 2733759733, 2733863209, 2733867173, 2733867258, 2733857927, 2733850855, 2733850627, 2733769061, 2733759856, 2733851850, 2733851993, 2733851804, 2733851878, 273385149, 2733856830, 2733756622, 2733852638, 2733852850, 2733852970, 2733758605

**Requested Action:** Rezone properties from the current designation of B-1 Central Business District to B-2 General Business

**BACKGROUND:** The Town of Valdese adopted the Valdese Vision: A Land Use Action Plan in January 2014. This development plan was created to establish a vision for the Town's future, help ensure that planning is done in a manner that best serves the public interest, be an adopted policy document that can help guide appointed and elected officials in matters related to the Town's physical growth and development and help constitute the legal basis for the Town's land use decision-making process.

The action matrix of the Valdese Vision identifies action/policy, types of action, responsibility, resource allocation, time, and prioritization. The Downtown/Commercial Development section of the Valdese Vision Land Use Plan prioritizes the rezoning of properties in the downtown area to promote the expansion of the Central Business District and the creation of a new zoning district. The proposed rezoning of the B-1 Central Business parcels to B-2 General Business is part of this process.

The current zoning designation of all twenty-four parcels is B-1 Central Business. The current uses are retail sales and services, personal care establishments, food service, and residential, all allowed in the B-2 General Business District.

**REVIEW CRITERIA:**

- Existing land uses in the general vicinity of the subject's property are residential, manufacturing, and retail.

- North:** The properties to the North are residential and institutional (school).
- South:** The properties to the South are manufacturing and government (Department of Public Safety).
- East:** The properties to the East are vacant (proposed multifamily housing) and commercial.
- West:** The properties to the West are residential and manufacturing.

*To the extent to which zoning will detrimentally affect properties in the general vicinity of the applicant's properties, the requested B-2 General Business District permits the zoning uses of the B-1 Central Business District.*

- Traffic

- The Town of Valdese conducted no traffic study. However, the NCDOT traffic volume website reveals an Annual Average Daily Traffic count (AADT) of 8700 vehicles.

*No anticipated traffic volume increase is generated from rezoning the twenty-four parcels to B-2 General Business District.*

- Public Services

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

- Consistency of the proposed zoning with the Valdese Vision: A Land Use Action Plan for the Future

*The general area is classified as commercial by the land use plan adopted by the Valdese Town Council. This rezoning petition is **consistent** with The Valdese Vision: Land Use Action Plan.*

**REVIEW:**

Staff finds Rezoning Petition 1-2-24 **consistent** with the Valdese Vision: A Land Use Action Plan for the Future. In so finding, Staff provides the following review:

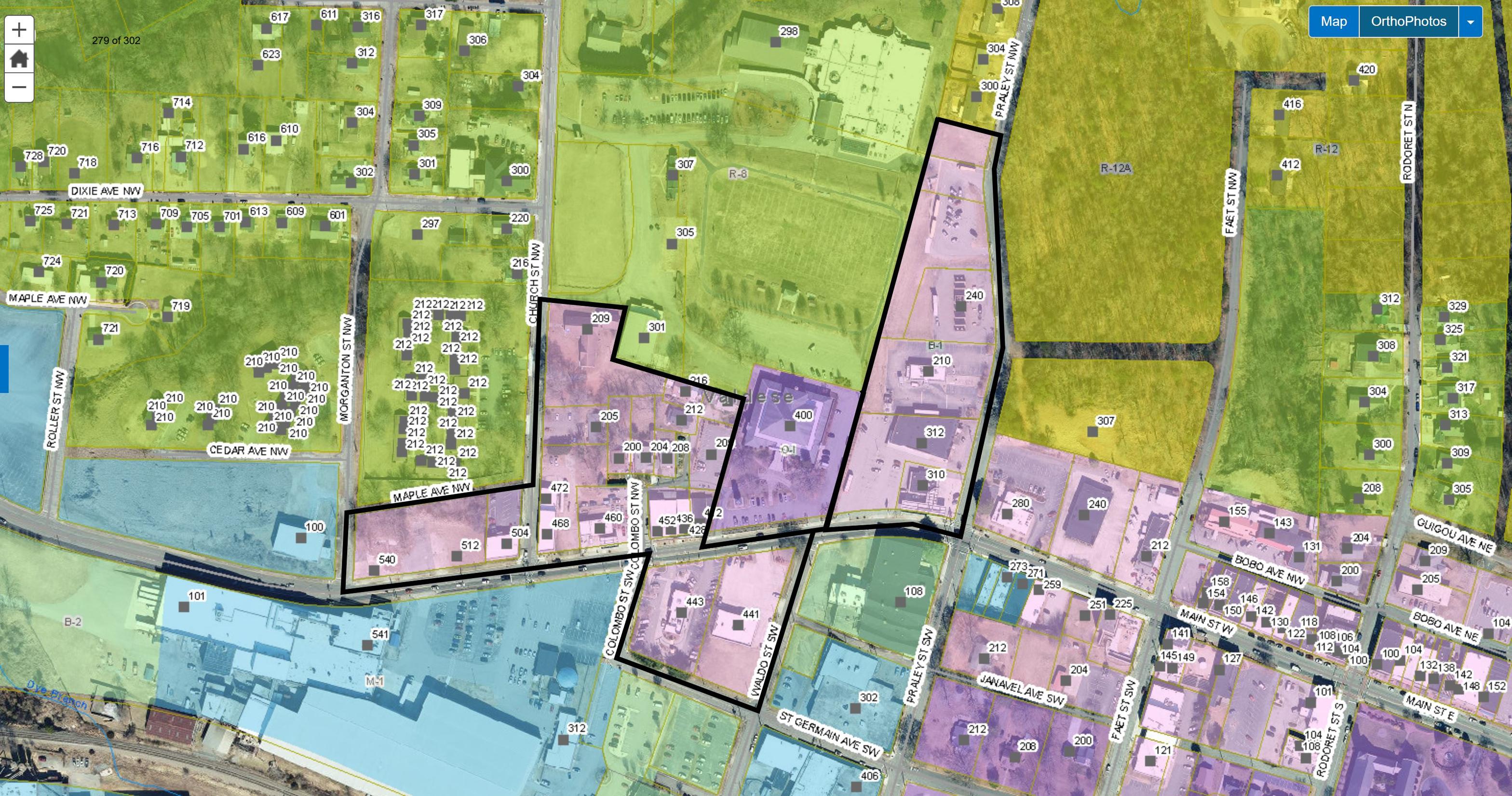
- The Valdese Planning Board requested a zoning map amendment in February 2024 to rezone twenty-four parcels with zoning designations of B-1 Central Business District to B-2 General Business District.

2. The parcels' land uses are commercial retail sales and services, food service, personal care establishments, and residential.
3. The B-2 General Business District permits residential uses, including multifamily buildings, planned unit development-residential, and single-family homes.
4. The Planning Board finds this rezoning petition is consistent with The Valdese Vision: Land Use Action Plan. The Land Use Action Plan identifies the parcels for commercial development, consistent with the proposed B-2 General Business designation.
5. The following steps were taken in advance of the public hearing on Rezoning Petition 1-2-24:
  - a. Adjoining property owners were mail (first-class) notifications of the public hearing.
  - b. A Notice of Public Hearing was advertised in the local paper.
  - c. Rezoning Public Hearing signs where appropriate in the rezoning area.

**RECOMMENDED ACTION:**

1. The Valdese Town Council adopts a statement affirming the consistency and reasonableness with the Valdese Vision: A Land Use Action Plan for the Future.





279 of 302

DIXIE AVE NW

MAPLE AVE NW

ROLLER ST NW

CEDAR AVE NW

MORGANTON ST NW

CHURCH ST NW

MAPLE AVE NW

COLOMBO ST SW

WALDO ST SW

ST GERMAIN AVE SW

PRALEY ST SW

JANAVEL AVE SW

FAET ST SW

MAIN ST W

BOBO AVE NW

BOBO AVE NE

MAIN ST E

GUIGO AVE NE

RODRET ST N

FAET ST NW

PRALEY ST NW

Dye Branch

B-2

M-1

R-8

R-12A

R-12

101

541

312

443

441

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<b>9-3056 General Business District (B-2)</b>
---

Intent: The intent of the General Business District is to encourage the establishment of areas for general business that do not require a central location. These districts are normally located along major radial highways leading out of town where they provide retailing goods and services to the traveling public and local residents.

<b>9-3056.1 Permitted Uses</b>
--------------------------------

- (a) Uses permitted by right:
- (1) Adult Establishments as defined in North Carolina General Statute Sec. 14-202.10 subject to the following requirements:
    - (a) No adult establishment shall be located within a radius of one thousand (1,000) feet of another adult establishment.
    - (b) No adult establishment shall be located within a radius of one thousand (1,000) feet of any residential district, nursing home, retirement home, church, child care center, park or playground.
    - (c) All distances related to Adult Establishments shall be measured as follows:
      - (1) The distance for the separation from residential zoning and protected uses shall be measured from the closest edge of the building occupied by an adult use to the nearest residential zoning district or to the property line of a protected use.
      - (2) The distance for separation between adult uses shall be measured from the closest edges of the buildings occupied by adult uses.
    - (d) No more than one Adult Establishment may be located within the same structure.
  - (2) Alcoholic beverages, packaged, retail sales
  - (3) Amusements such as indoor theaters, poolrooms, and bowling alleys
  - (4) Art galleries
  - (5) Auditoriums, armories, publicly owned recreation facilities
  - (6) Automobile parking lots
  - (7) Automobile parts and supplies sales, new
  - (8) Automotive repair
  - (9) Automobile sales provided it meets the following requirements:
    - (a) All vehicles for sale shall be parked only on surfaces paved with asphalt or concrete.
    - (b) An indoor showroom that will accommodate at least 2 vehicles shall be built or provided.
    - (c) The storage of inoperable vehicles for more than 7 days shall be prohibited.
    - (d) All vehicles for sale shall be separated from other vehicles for sale by a distance not less than (4) feet.
    - (e) All vehicles shall be setback five (5) feet from any right of way line.

- (10) Automotive Service Stations
- (11) Bakeries, where the products are sold exclusively at retail on the premises
- (12) Barber and beauty shops
- (13) Bicycle sales and repair shops
- (14) Bus terminals and railroad stations
- (15) Business colleges, barber and beauty schools, art schools, music and dance studios, and similar organizations, but not vocational schools, all without students in residence
- (16) Business Office type
- (17) Car washes, detail shops
- (18) Child Care Institution
- (19) Churches
- (20) Clubs and lodges catering exclusively to member and their guests
- (21) Commercial and industrial trade schools
- (22) Community Center
- (23) Convenience Stores
- (24) Dry cleaning and laundry pickup stations and dry cleaning facilities
- (25) Electrical appliances and equipment, sales and repair, but excluding open storage
- (26) Essential services 1 and 2
- (27) Farmers Market
- (28) Feed, seed, and fertilizer sales, retail
- (29) Financial Services
- (30) Florist shops, but not commercial greenhouses
- (31) Food stores, retail only
- (32) Funeral Homes
- (33) Government buildings
- (34) Gunsmiths
- (35) Hospice and Palliative Care Facility
- (36) Hospitals
- (37) Hotels, motels, boarding houses
- (38) Laundromats
- (39) Locksmiths
- (40) Massage therapy
- (41) Medical or professional services
- (42) Mixed uses
- (43) Mini-warehouses
- (44) Museums
- (45) Neighborhood and outdoor recreation
- (46) Newsstands, newspaper offices and printing facilities incidental to such offices
- (47) Nursing Homes
- (48) Residential Care Facilities
- (49) Office equipment and supplies, sales and service
- (50) Parks
- (51) Pawn shops
- (52) Photographic studios and camera supply stores

- (53) Plumbing, heating and refrigeration sales/service, but excluding open storage
- (54) Public garages
- (55) Radio and television, electronics repair and sales
- (56) Restaurants, including drive through windows as an accessory use
- (57) Retail, Sales and Services
- (58) Retail printing, publishing and reproduction establishments
- (59) Service stations (See Automotive Service Station)
- (60) Shoe repair shops
- (61) Tailor, dressmaking and millinery shops
- (62) Taxi stands
- (63) Telecommunication offices
- (64) Theaters, indoor
- (65) Veterinary Hospital or Clinic

(b) Uses permitted with Special Requirements:

- (1) Bed and Breakfast Inns
- (2) Crematory or Crematorium
- (3) Day Care Center
- (4) Kennels
- (5) Outdoor Seasonal Sales
- (6) Electronic Gaming Operations
- (7) Artisan Food and Beverage Producer
- (8) Manufacturing and Production

(c) Uses permitted with a conditional use permit:

- (1) Automotive Body Repair
- (2) Bars
- (3) Modular Home
- (4) Multi-family building
- (5) Planned Unit Development – Business
- (6) Planned Unit Development – Residential
- (7) Public and private elementary and secondary schools
- (8) Sign painting and fabrication shops
- (9) Single-family dwellings, excluding manufactured houses

(d) Permitted accessory structures and uses:

- (1) Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot
- (2) Day Care Home
- (3) Home occupations

Within the B-2 District all principal and accessory non-residential uses shall be conducted wholly within enclosed buildings with the exception of gasoline pumps, drive-through service, outdoor dining facilities associated with a restaurant, incidental displays of produce

and merchandise or published materials, display of motor vehicles for sale, vending machinery, displays associated with official festivals and similar incidental outdoor displays.

**9-3056.2 Off-Street Parking and Loading Requirements.**

Off-street parking and loading requirements shall be met for all uses as required by Article F of this Ordinance.

**9-3056.3 Sign Requirements**

See Article H of this Ordinance.

**9-3056.4 Dimensional Requirements**

(a) Minimum Lot Width

- None

(Minimum frontage on a public street shall be thirty-five (35) feet).

(b) Minimum Building Setback

- (1) Minimum front building setback: 40 feet
- (2) Minimum side building setback: 10 feet (20 feet for side abutting a residential district)
  - An average of 10 feet may meet the side building setback requirements under the following requirements:
    - (a) A conditional use permit is required.
    - (b) Under no circumstances shall the principal building be any closer than five (5) feet from the side property line.
    - (c) An opaque, vegetative buffer is required along the side property line where the averaging option is approved. However, if topography or other issues make the buffer impractical, other options may be used.
- (3) Minimum rear building setback: 10 feet (20 feet for side abutting a residential district)

(c) Maximum Building Height

- Maximum building height: 50 feet

(d) Minimum Lot Sizes and Maximum Lot Coverage's

Within the B-2 General Business District, there is no minimum lot size and development activities can cover 100% of the total lot area not within the required setbacks. However, if the development activity requires a Sedimentation/Erosion Control Plan, the maximum permissible

impervious surface coverage, as defined by this Ordinance, shall not exceed 36% of the total lot area, or 24% of the total lot area if the lot is located within a WS-4 critical area or if the lot abuts a curb and gutter street system.

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE  
ZONING MAP OF THE TOWN OF VALDESE**

The Valdese Town Council will convene in the Council Chambers of the Valdese Town Hall, at 102 Massel Avenue SW, on May 6, 2024, at 6:00 p.m., to discuss the important matter of rezoning twenty-four parcels from a B-1 Manufacturing District to a B-2 General Business District designation.

**Map Amendment #01-02-24**

**The Valdese Town Council will consider an application to rezone twenty-four parcels located on Main Street West (US Hwy 70), Church Street NW, and Colombo Street NW, further identified the Record Numbers 2733857733, 2733867498, 2733853425, 2733851667, 2733759733, 2733863209, 2733867173, 2733867258, 2733857927, 2733850855, 2733850627, 2733769061, 2733759856, 2733851850, 2733851993, 2733851804, 2733851878, 2733385149, 2733856830, 2733756622, 2733852638, 2733852850, 2733852970, 2733758605. The Valdese Planning Board recommends changing the zoning designation from a B-1 Central Business District to a B-2 General Business District.**

The B-2 General Business District intends to encourage the establishment of areas for general business that do not require a central location. The B-2 General Business District is usually the location of retailing goods and services for the traveling public and residents along major radial highways leading out of town.

At the hearing, all interested persons may voice objections to the proposed amendment to the Town of Valdese's zoning map. Complete copies of the proposed map amendment and this notice are now available. They will remain on file in the Office of the Planning Department at Valdese Town Hall for the inspection of all interested citizens until the public hearings. Contact the Planning Department at (828) 879-2124 for information regarding the above-listed items.

Interested parties are invited to attend this hearing and present comments. Persons with disabilities who request accommodations should contact Jessica Lail, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.

Publish: April 27, 2024 and May 4, 2024



# TOWN OF VALDEESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDEESE, NORTH CAROLINA 28690-0339

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



## **VALDEESE TOWN COUNCIL ZONING MAP AMENDMENT CONSISTENCY AND REASONABLENESS STATEMENT Rezoning Petition 1-2-24**

On May 6, 2024, the Valdeese Town Council met to consider Rezoning Petition 1-2-24 and received a recommendation from the Valdeese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014 the Town of Valdeese adopted a comprehensive land use plan entitled “The Valdeese Vision: A Land Use Action Plan for the Future” (hereinafter the “Plan”).
2. The Town of Valdeese submitted a Rezoning Petition to the Town of Valdeese Planning Board requesting to rezone the properties identified on Exhibit A (the “Properties”) from B-1 Central Business to B-2 General Business District.
3. North Carolina General Statute 160D-605(a) provides that when adopting or rejecting a zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan.
4. North Carolina General Statute 160D-605(b) provides that when adopting or rejecting any petition for a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the governing board.
5. The statement of reasonableness may consider, among other factors, (i) the size, physical conditions, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.
6. Existing land uses in the general vicinity of the Properties are residential, manufacturing, and retail. To the extent to which zoning will detrimentally affect properties in the general vicinity of the Properties, the requested B-2 General Business District designation will permit the same zoning uses of the B-1 Central Business District.

7. The NCDOT traffic volume website reveals an Annual Daily Traffic count of 8700 vehicles. A traffic volume increase is not anticipated from rezoning the Properties from B-1 Central Business District to B-2 General Business District.
8. Public services are in place and/or available to serve the area where the Properties are located.
9. The Properties are classified as Commercial by the Plan. The Downtown/Commercial Development section of the Valdese Vision Land Use Plan prioritizes the rezoning of properties in the downtown area to promote the expansion of the Central Business District and the creation of a new zoning district. The proposed rezoning of the B-1 Central Business parcels to B-2 General Business is part of this process. The B-2 General Business District is intended to establish and preserve areas for a general business that does not require a central location. B-2 General Business Districts are normally located along major radial highways leading out of town where they provide retailing goods and services to the traveling public and residents.
10. Rezoning Petition 1-2-24 is consistent with and supports several Plan priorities, including, but not limited to, the following:
  - (a) To ensure that the scale and design of commercial development is consistent with the unique small town character of Valdese, especially in the Central Business District;
  - (b) Rezoning properties in the downtown area to promote expansion of the Central Business District into several additional blocks and create a relevant new zoning district.
  - (c) Evaluate the Town's existing zoning ordinance to determine where amendments are necessary to encourage and enable more compact, mixed-use development.
11. The Town of Valdese's request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the Town of Valdese's request to amend the Town's Zoning Map around the Properties from B-1 Central Business to B-2 General Business to be consistent with the Plan.
12. The Planning Board voted five to zero to recommend that Town Council amend the Town's Zoning Map regarding the Properties from B-1 Central Business to B-2 General Business District.
13. The Valdese Town Council hereby finds Rezoning Petition 1-2-24 in regards to rezoning the Properties from B-1 Central Business to B-2 General Business District to be consistent with the Plan.
14. For the reasons provided above, the Town Council also finds that the zoning amendment is reasonable and in the public interest

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council finds Rezoning Petition 1-2-24 in regards to rezoning the Properties from B-1 Central Business to B-2 General Business District to be consistent with the Plan and reasonable considering the factors described above. Valdese Town Council hereby approves Rezoning Petition 1-2-24 and the recommendation from the Valdese Planning Board to amend the Town's Zoning Map regarding the Properties from B-1 Central Business to B-2 General Business District.

This \_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)

# **Exhibit A**

## **(Properties)**

**TO:** Valdese Town Council

**FROM:** Larry Johnson, Planning Director

**DATE:** April 24, 2024

**SUBJECT:** Text Amendment 1-2-24

**Requested Action:** Staff request amendment to Article B 9-3012 Definitions, Article E 9-3056 B-2 General Business District and 9-3058 Manufacturing District M-1 and 9-3060.

**BACKGROUND:** During the January 2024 Planning Board meeting, staff noted recent inquiries for uses not listed in the “Uses Permitted by Right,” and guidance from the Planning Board suggested that staff continue with a position that uses not listed are prohibited. The most recent inquiry centered on an inquiry for a “tattoo parlor” location.

Coinciding with the recent inquiry was information from Town Attorney Tim Swanson that it is unlawful to exclude a lawful use from an entire jurisdiction. So, prohibiting any unlisted use is not permissible in the State of North Carolina. Planning Consultant Ben Hitchings concurs with Attorney Swanson’s position and suggests that Valdese could treat it the same as the closest listed in the ordinance or add language for an unlisted use.

Additionally, staff recommended implementing the Valdese Vision: A Land Use Action Plan priority—Downtown/commercial development, which called for the rezoning of properties in the downtown, expansion of the Central Business, and creation of a new Zoning District. This action plan prompted the Valdese Planning Board and staff to review and revise all the current uses permitted by Right in the current zoning districts B-1 Central Business and B-2 General Business District.

**Recommendations:** The first recommendation is to add “Personal Service Establishment” to the Article B Definitions of the zoning ordinance. A Personal Service Establishment is defined as an establishment that provides services of a personal nature. Typical uses include but are not limited to, beauty shops, barbershops, body modification establishments (e.g., tattoos, piercing, etc.), tanning salons, electronic repair shops, bicycle repair shops, nail salons, laundromats, dry cleaners, and tailors.

The next recommendation is to combine current B-2 uses (barbershops and beauty shops, bicycle sales and repair shops, dry cleaning facilities, and tailor shops) into one listing, Personal Service Establishment.

Another text amendment to the zoning ordinance's B-2 General Business District section removes "adult establishments" from the B-2 Uses Permitted by Right. This use would be added to the M-1 Manufacturing District. Adult Establishments would be permitted with a Special Use Permit and the use standards identified in Section 9-3065 Special Requirements. The Planning Board has discussed and recommended this amendment in conjunction with the Downtown commercial expansion and creation of a new district. Marked copies of these amendments are enclosed.

**TOWN COUNCIL ACTION:**

Before taking such lawful action on text amendments, the Town Council shall consider the Planning Board's recommendations. The Valdese Planning Board supports and approves the amendments and recommends that the Town Council approve Text Amendment 1-2-24.

**ARTICLE B****DEFINITIONS****9-3011 Interpretation and Definition of Terms and Words**

Parking, Off-Street: Space located outside of any street right-of-way or easement and designed to accommodate the parking of motorized domestic and commercial vehicles

Parking Space: A storage space of not less than nine feet by eighteen feet (9' x 18') for one automobile, plus the necessary access space. It shall always be located outside the designated street right-of-way.

Person: An individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, a public or private institution, utility, cooperative, interstate body, the State of North Carolina and its agencies and political subdivisions, or other legal entity.

Personal Service Establishment: *An establishment that provides services of a personal nature. Typical uses include but are not limited to, beauty shops, barbershops, body modification establishments (e.g., tattoo, piercing, etc.), tanning salons, electronic repair shops, bicycle repair shops, nail salons, laundromats, dry cleaning, and tailors.*

Pet: see Domestic Pets.

Planning Board: - Any board or commission established according to G.S. 160D-301.

Planned Unit Development (PUD): A development characterized by a unified site design for several buildings. The design is intended to provide for common open space and for a mix of building types and uses. It permits the planning of a project and a calculation of densities over the entire development rather than on an individual lot-by-lot basis. The site plan must include two or more principal buildings. Such development shall be based on a plan that allows for flexibility of design most available under normal district requirements.

Planning and development regulations jurisdiction: The area within which the Town is authorized to plan and regulate development according to the authority granted in Chapter 160D of the North Carolina General Statutes.

### 9-3056 General Business District (B-2)

Intent: The General Business District intends to encourage the establishment of areas for a general business that does not require a central location. These districts are *generally normally* located along major radial highways leading out of town, ~~where they provide~~ *providing* retailing goods and services to the traveling public and residents.

#### 9-3056.1 Permitted Uses

(a) Uses permitted by right:

- ~~(1)~~ ~~Adult Establishments as defined in North Carolina General Statute Sec. 14—202.10 subject to the following requirements:~~
  - ~~(a) No adult establishment shall be located within a radius of one thousand (1,000) feet of another adult establishment.~~
  - ~~(b) No adult establishment shall be located within a radius of one thousand (1,000) feet of any residential district, nursing home, retirement home, church, child care center, park, or playground.~~
  - ~~(c) All distances related to Adult Establishments shall be measured as follows:~~
    - ~~(1) The distance for the separation from residential zoning and protected uses shall be measured from the closest edge of the building occupied by an adult use to the nearest residential zoning district or the property line of protected use.~~
    - ~~(2) The distance for separation between adult uses shall be measured from the closest edges of the buildings occupied by adult uses.~~
  - ~~(d) No more than one Adult Establishment may be located within the same structure.~~
- (2) Alcoholic beverages, packaged, retail sales
- (3) Amusements such as indoor theaters, poolrooms, and bowling alleys
- (4) Art galleries
- (5) Auditoriums, armories, publicly owned recreation facilities
- (6) Automobile parking lots
- (7) Automobile parts and supplies sales, new
- (8) Automotive repair
- (9) Automobile sales provided it meets the following requirements:
  - (a) All vehicles for sale shall be parked only on surfaces paved with asphalt or concrete.
  - (b) An indoor showroom that will accommodate at least ~~2~~ two vehicles shall be built or provided.
  - (c) The storage of inoperable vehicles for more than ~~7~~ seven days shall be prohibited.

- (d) All vehicles for sale shall be separated from other vehicles for sale by a distance, not less than (4) feet.
- (e) All vehicles shall be setback five (5) feet from any right-of-way line.
- (10) Automotive Service Stations
- (11) Bakeries, where the products are sold exclusively at retail on the premises
- (12) ~~Barber and beauty shops~~
- (13) ~~Bicycle sales and repair shops~~
- (14) Bus terminals and railroad stations
- (15) Business colleges, barber and beauty schools, art schools, music and dance studios, and similar organizations, but not vocational schools, all without students in residence
- (16) Business Office type
- (17) Car washes, detail shops
- (18) Child Care Institution
- (19) Churches
- (20) Clubs and lodges catering exclusively to member and their guests
- (21) Commercial and industrial trade schools
- (22) Community Center
- (23) Convenience Stores
- (24) ~~Dry cleaning and laundry pickup stations and dry cleaning facilities~~
- (25) Electrical appliances and equipment, sales and repair, but excluding open storage
- (26) Essential services 1 and 2
- (27) Farmers Market
- (28) Feed, seed, and fertilizer sales, retail
- (29) Financial Services
- (30) Florist shops, but not commercial greenhouses
- (31) Food stores, retail only
- (32) Funeral Homes
- (33) Government buildings
- (34) Gunsmiths
- (35) Hospice and Palliative Care Facility
- (36) Hospitals
- (37) Hotels, Motels, boarding houses
- (38) ~~Laundromats~~
- (39) Locksmiths
- (40) Massage therapy
- (41) Medical or professional services
- (42) Mixed uses
- (43) Mini-warehouses
- (44) Museums
- (45) Neighborhood and outdoor recreation

- (46) Newsstands, newspaper offices, and printing facilities incidental to such offices
- (47) Nursing Homes
- (48) Residential Care Facilities
- (49) Office equipment and supplies, sales and service
- (50) Parks
- (51) Pawnshops

**Personal Service Establishment**

- (52) Photographic studios and camera supply stores
- (53) Plumbing, heating, and refrigeration sales/service, but excluding open storage
- (54) Public garages
- (55) Radio and television, electronics repair and sales
- (56) Restaurants, including drive-through windows as an accessory use
- (57) Retail, Sales and Services
- (58) Retail printing, publishing, and reproduction establishments
- (59) Service stations (See Automotive Service Station)
- (60) Shoe repair shops
- (61) ~~Tailor, dressmaking, and millinery shops~~
- (62) Taxi stands
- (63) Telecommunication offices
- (64) Theaters, indoor
- (65) Veterinary Hospital or Clinic

(b) Uses permitted with Special Requirements:

- (1) Bed and Breakfast Inns
- (2) Crematory or Crematorium
- (3) Day Care Center
- (4) Kennels
- (5) Outdoor Seasonal Sales
- (6) Electronic Gaming Operations
- (7) Artisan Food and Beverage Producer
- (8) Manufacturing and Production

(c) Uses permitted with a Special Use Permit:

- (1) Automotive Body Repair
- (2) Bars
- (3) Modular Home
- (4) Multi-family building
- (5) Planned Unit Development – Business
- (6) Planned Unit Development – Residential
- (7) Public and private elementary and secondary schools

- (8) Sign painting and fabrication shops
  - (9) Single-family dwellings, excluding manufactured houses
- (d) Permitted accessory structures and uses:
- (1) Accessory uses and structures that are clearly related to and incidental to the permitted principal use or structure on the lot
  - (2) Day Care Home
  - (3) Home occupations

Within the B-2 District, all principal and accessory non-residential uses shall be conducted wholly within enclosed buildings with the exception of gasoline pumps, drive-through service, outdoor dining facilities associated with a restaurant, incidental displays of produce and merchandise or published materials, display of motor vehicles for sale, vending machinery, displays associated with official festivals and similar incidental outdoor displays.

#### **9-3056.2 Off-Street Parking and Loading Requirements**

Off-street parking and loading requirements shall be met for all uses as required by Article F of this Chapter.

#### **9-3056.3 Sign Requirements**

See Article H of this Chapter.

#### **9-3056.4 Dimensional Requirements**

(a) Minimum Lot Width

- None

(Minimum frontage on a public street shall be thirty-five (35) feet).

(b) Minimum Building Setback

- (1) Minimum front building setback: 40 feet
- (2) Minimum side building setback: 10 feet (20 feet for side abutting a residential district)

- An average of 10 feet may meet the side building setback requirements under the following requirements:
  - (a) A Special Use Permit is required.
  - (b) Under no circumstances shall the principal building be any closer than five (5) feet from the side property line.
  - (c) An opaque, vegetative buffer is required along the side property line where the averaging option is approved. However, if topography or other issues make the buffer impractical, other options may be used.
- (3) Minimum rear building setback: 10 feet (20 feet for side adjoining a residential district)
- (c) Maximum Building Height
  - Maximum building height: 50 feet
- (d) Minimum Lot Sizes and Maximum Lot Coverage

Within the B-2 General Business District, there is no minimum lot size, and development activities can cover 100% of the total lot area not within the required setbacks. However, if the development activity requires a Sedimentation/Erosion Control Plan, the maximum permissible impervious surface coverage, as defined by this Chapter, shall not exceed 36% of the total lot area or 24% of the total lot area if the lot is located within a WS-4 critical area or if the lot adjoins a curb and gutter street system.

<b>Section 9-3065 Adult Establishment</b>
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- (1) All windows, doors, entries, etc. for shall be so located, covered, screened, or otherwise treated(such treatment shall not include painting) so that views of the interior of the establishment shall not be visible to the public from any public or semi-public area, or public or semi-public street.
- (2) No adult establishment shall be located within a radius of one thousand (1,000) feet of another adult establishment.
  - (a) The distance for separation between adult uses shall be measured from the closest edges of the buildings occupied by adult uses.
- (3) No more than one Adult Establishment may be located within the same structure. No principal or accessory use may occupy the same building, structure, property, or portion thereof with any adult use/sexually oriented business.
- (4) No adult establishment shall be located within a radius of one thousand (1,000) feet of any residential zoning district, nursing home, retirement home, church, child care center, park, or playground, or school.
  - (a) ~~The distance for~~ Separation is measured from the closest edge of the building occupied by an adult use to the nearest residential zoning district or the property line of protected use.
- (5) All structures associated with an adult-use/sexually oriented business shall be setback at least 40 forty feet from all property lines and street right-of-way.
- (6) Any adult establishment shall be located on an individual lot of record and shall not be part of combined development.
- (7) Except for business signs permitted with the zoning ordinance, no other promotional materials, displays, or signs shall be visible from sidewalks, walkways, alleys, or streets.
- (8) No merchandise or pictures of the products or entertainment on the premises shall be displayed in windows or any area viewed from the sidewalk in front of the building. Neither the performance nor any photograph, drawing, sketch, or other pictorial or graphic representation of a performance displaying any portion of the breast below the top of the areola or any pubic hair, buttocks, genitals, or anus may be visible outside of the adult establishment.

- (9) No signs shall be placed in any window. A one-square-foot sign is permitted on the door to state hours of operation and admittance to adults only.
- (10) All adult establishments shall be open to inspection at all reasonable times by any law enforcement officers, the Planning Director, or such other persons as the Planning Director may designate in the ordinary course of his duties.
- (11) Nothing shall be construed to permit the operations of any business or the performance of any activity prohibited under any other section of the Valdese Zoning Ordinance or the laws of the Town of Valdese or the State of North Carolina.

**NOTICE OF PUBLIC HEARING ON PROPOSED TEXT AMENDMENT TO THE  
ZONING ORDINANCE OF THE TOWN OF VALDESE**

The Valdese Town Council will convene in the Council Chambers of the Valdese Town Hall, at 102 Massel Avenue SW, on May 6, 2024, at 6:00 p.m., upon amending Article B Definitions and Article E, Use Requirements by Rights.

**Text Amendment #01-02-24**

**The Valdese Planning Board recommends amending Articles B and E. The definition of a Personal Service Establishment is proposed for Article B. Under Article E, the B-2 General District and M-1 Manufacturing District, Uses permitted by right will be revised to include personal service establishments and removing Adult Establishments from the B-2 General Business District to the M-1 Manufacturing District.**

At the hearing, all interested persons may voice any objections to the proposed amendment to the Town of Valdese's zoning ordinance. Notice is further given that complete copies of the proposed text amendment and this notice are now and will remain on file in the Office of the Planning Department at Valdese Town Hall for the inspection of all interested citizens until the public hearings. For more information, please contact (828) 879-2124.

Interested parties are encouraged to attend this hearing and present their comments. Persons with disabilities who request accommodations should contact Jessica Lail, Town Clerk, at (828) 879-2117 at least 48 hours before the scheduled meeting time.

Publish: April 27, 2024 and May 4, 2024



# TOWN OF VALDEESE

NORTH CAROLINA'S FRIENDLY TOWN

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## **VALDEESE TOWN COUNCIL TEXT AMENDMENT CONSISTENCY STATEMENT Text Amendment 1-2-24**

On May 6, 2024, the Valdeese Town Council met to consider Text Amendment 1-2-24 and received a recommendation from the Valdeese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014 the Town of Valdeese adopted a comprehensive land use plan entitled “The Valdeese Vision: A Land Use Action Plan for the Future” (hereinafter the “Plan”).
2. The Planning Board recommends text amendments to the following provisions of the Town of Valdeese Code of Ordinances:
  - a. Amend Article B, Section 9-3012 Definitions to add and define “Personal Service Establishment” as an establishment that provides services of a personal nature. Typical uses include but are not limited to, beauty shops, barbershops, body modification establishments (e.g., tattoos, piercing, etc.), tanning salons, electronic repair shops, bicycle repair shops, nail salons, laundromats, dry cleaners, and tailors.
  - b. Amend Article E, Section 9-3056 General Business District (B-2) to provide “The General Business District intends to encourage the establishment of areas for a general business that does not require a central location. These districts are generally located along major radial highways leading out of town, providing retailing goods and services to the traveling public and residents.”
  - c. Amend Article E, Section 9-3056.1(a) Permitted Uses to remove “Adult Establishments,” “Barber and beauty shops,” “Bicycle sales and repair shops,” “Dry cleaning and laundry pickup stations and dry cleaning facilities,” “Laundromats,” and “Tailor, dressmaking, and millinery shops” as uses permitted by right in the General Business District (B-2) and to add “Personal Service Establishments” as a use permitted by right in the General Business District (B-2).
  - d. Amend Article E, Section 9-3058.1(b) Permitted Uses to add “Adult Establishments” as permitted uses with a special use permit in Manufacturing District (M-1).
  - e. Amend Article E, Section 9-3065 to defined and address Adult Establishments.

3. North Carolina General Statute 160D-605(a) provides that when adopting or rejecting a zoning text or map amendment, the governing board shall approve a brief statement describing whether its action is consistent or inconsistent with an adopted comprehensive or land-use plan.
4. Text Amendment 1-2-24 is consistent with and supports several Plan priorities, including, but not limited to, the following:
  - (a) To ensure that the scale and design of commercial development is consistent with the unique small town character of Valdese, especially in the Central Business District;
  - (b) Rezoning properties in the downtown area to promote expansion of the Central Business District into several additional blocks and create a relevant new zoning district.
  - (c) Evaluate the Town's existing zoning ordinance to determine where amendments are necessary to encourage and enable more compact, mixed-use development.
5. Text Amendment 1-2-24 was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board voted five to zero to recommend that Town Council approve Text Amendment 1-2-24.

Based upon the recommendation of the Valdese Planning Board and the findings from the public hearing, the Valdese Town Council finds Text Amendment 1-2-24 to be consistent with the Plan. Valdese Town Council hereby approves Text Amendment 1-2-24 and the recommendation from the Valdese Planning Board.

This \_\_\_\_ day of \_\_\_\_\_, 2024.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)