

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

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

**Monday, October 6, 2025**  
**6:00 p.m., Valdese Town Hall, Council Chambers**

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

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

**4. Informational Items**

- A. Reading Material**

**5. Open Forum/Public Comment**

- A. Resolution of Appreciation (*Presented by Mayor Watts*)**

**6. Consent Agenda**

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

- A. Approval of Pre-Agenda Meeting Minutes of August 25, 2025**
- B. Approval of Closed Session Meeting Minutes of August 25, 2025**
- C. Approval of Regular Meeting Minutes of September 2, 2025**
- D. Approval of Lease Agreement at Old Rock School with VEDIC**
- E. Approval of First Amendment to Agreement for Purchase and Sale of Land – 800 Pineburr Property**
- F. Call for a Public Hearing on Monday, December 8, 2025, 5:00 p.m. – Special Use Permit, 800 Pineburr Property**

**7. New Business**

- A. Public Hearing – Community Development Block Grant Neighborhood Revitalization(CDBG-NR) – Funding for Berrytown Waterline Project (*Presented by Kyle Case, WPCOG*)**
- B. Adoption of Community Development Block Grant-Infrastructure (CDBG-NR) Documents (*Presented by Kyle Case, WPCOG*)**

- C. Approval of Ordinance Directing Closure of Property Deemed Imminent Danger  
(Presented by Curt Willis, WPCOG)
- D. Capital Project Ordinance – Utility Line Replacement FY 25-26 (Presented by Bo Weichel)
- E. Capital Project Ordinance – Water Plant Bulk Chemical Facility Improvements (Presented by Bo Weichel)
- F. Year-to-Date Financial Results (Presented by Bo Weichel)
- G. Clarification of November and December Council Meetings
  - i. Formal designation of the “Organizational Meeting”
  - ii. Clarification of terms of office and “elects” being sworn in.
  - iii. Relevance of November 10 “Pre-agenda Meeting”
- H. Engagement of Financial Analysis and Modeling Consultant
- I. Consideration of Personnel Policy and Training Recommendations by Town Manager after 5 months on the job.
  - i. Clarification of overtime, compensatory time, and flex time for exempt and non-exempt employees.
  - ii. Personal Use of town vehicles
  - iii. Status of Training: \$25k budget allocation in FY 25, deferred to FY26
- J. Updates of Ongoing or Pending Council Resolutions
  - i. Latest update from NC DOT on 2024 Resurfacing Agreement
  - ii. Lenoir Interconnect Agreement
  - iii. Status of Hoyle Creek Restoration and Path project
  - iv. Mobile Food Service Ordinance
  - v. Pool Cover and ADA Compliance Project and Schedule
  - vi. Public Safety Facility Options, Progress, and Schedule
  - vii. Design-Build Contractor Wall-estimates, per 10-7-24 Council Resolution
- K. Approval of Budget Amendment – 4th of July Fireworks (Presented by Bo Weichel)

## 8. Town Manager’s Report

- A. Old Colony Players Presents: **Nightfall With Edgar Allan Poe**, October 16-19, 2025, 7:30 p.m. at Old Rock School Auditorium. Visit [www.oldcolonyplayers.com](http://www.oldcolonyplayers.com) for ticket information.
- B. Bluegrass at the Rock: **Authentic Unlimited**, October 11, 2025, at 7:30 p.m. Visit [www.bluegrassattherock.com](http://www.bluegrassattherock.com) for ticket information.
- C. **FVR 10 Miler, 5K, 10K, and 1 Miler Trail Run**, Saturday, October 11, 2025, 8:00 a.m. from the parking area.
- D. Parks & Recreation Department in partnership with NC Wildlife, NC Spinal Cord Injury Association, and Waypoint Adventures will host adaptive hikes at Valdese Lakeside Park on Wednesday, October 15, 2025, at 10:00 a.m. and 1:00 p.m. (equipment available for participants with mobility needs).
- E. **Great Trails State Day Celebration** — Valdese Lakeside Parking Area, Saturday, October 18, 2025 • All day

- F. **Twilight Tales on the Trail** will be held on Thursday, October 30, 2025, from 6:00–8:00 p.m. at the Lakeside Park Pavilion.
- G. **Treats in the Streets**, Friday, October 31, 2025, 4:00-6:00 p.m.
- H. Bluegrass at the Rock: **Daniel Grindstaff & The Uptown**, November 1, 2025, at 7:30 p.m. Visit [www.bluegrassattherock.com](http://www.bluegrassattherock.com) for ticket information.
- I. **Christmas in November Craft & Gift Show** at the Old Rock School is scheduled Friday, November 7, 2025, 4:00 pm – 8:00 pm & Saturday, November 8, 2025, 9:00 a.m. – 2:00 p.m.
- J. Next Agenda Review Council meeting is scheduled for Monday, November 10, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall
- K. Bring Rock to the Rock with **Chasing Phoenix**, Free concert from rainout with Family Friday Nights, Saturday, November 15, 2025, at 7:30 p.m., Old Rock School Auditorium
- L. Next Regular Council meeting scheduled for Monday, November 17, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

## 9. Mayor and Council Comments

- 10. **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.

# READING MATERIAL



## Community Affairs & Tourism Monthly Stats

### September 2025

#### Tourism Statistics

*visitvaldese.com views Sept (1-22)* 5,557

*townofvaldese.com views Sept (1-22)* 6,207

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

#### Facebook

*# of followers* 21,190

*Page Views (last 28 days)* 303,680

*Post Reach (last 28 days)* 94,094

Facebook Reactions/Feedback (last 28 days)

Interactions: 4,197 Link Clicks: 1,471

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

*Approximate # of Visitors to the Tourism/CA Office* 145

#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	10
TEACHER'S COTTAGE	13
WALDENSIAN ROOM	12
CLASSROOMS	11
MAJOR EVENT (ENTIRE SCHOOL)	1

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

American United Miss Scholarship Pageant 530

*Monthly Old Rock School Rentals* 47

**Old Rock School Total Attendance** 2,645

#### CA Summary for September 2025

After wrapping up Summer events, September's focus moved to planning for the Fall/Winter calendar. All vendor spaces for the Christmas in November Craft show have been filled and promotion is underway. The Main Street program & department will host a free movie night on the 27th of the month on Temple Field. The 2025-2026 Bluegrass at the Rock season will begin October 11th with Authentic Unlimited and the season has already sold over 120 season tickets. The annual Treats in Streets event will take place on October 31st and has generated interested in over 20 local business and organizations over a month out. Old Rock School rentals have remained steady, hosting a major event with American United Miss hosting over 80 contestants and their families to Valdese. The building also hosted the Rock School Arts Foundation Plein Air festival over the weekend of September 19-21 with over 20 participating artists. Bimbo Bakeries and Industrial Maintenance Solutions Inc. completed a volunteer work day on Temple Field and made some excellent improvements to the stage and surrounding areas. The department was grateful for the partnership and work!

AUGUST 25, 2025, MB#33

**TOWN OF VALDESE  
TOWN COUNCIL PRE - AGENDA MEETING  
AUGUST 25, 2025**

The Town of Valdese Town Council met on Monday, August 25, 2025, at 6:00 p.m., 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, Councilwoman Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, WPCOG Planner Daniel Odom, and Planning/Clerk Intern Michael Rapp.

Absent:

A quorum was present.

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

**REVIEW AND DISCUSSION OF SEPTEMBER 2, 2025, PRELIMINARY AGENDA:**

Mayor Watts noted there were many items on the Consent Agenda, asking if any would like to be removed or discussed. No comments were heard.

**APPROVAL OF SPECIAL CALLED MEETING MINUTES OF JULY 28, 2025**

**APPROVAL OF CLOSED SESSION MINUTES OF JULY 28, 2025**

**APPROVAL OF PRE-AGENDA MEETING MINUTES OF JULY 28, 2025**

**APPROVAL OF SPECIAL CALLED MEETING MINUTES OF AUGUST 4, 2025**

**APPROVAL OF REGULAR MEETING MINUTES OF AUGUST 4, 2025**

**APPROVAL OF CLOSED SESSION MINUTES OF AUGUST 4, 2025**

**APPROVAL OF LEASE AGREEMENT AT OLD ROCK SCHOOL WITH TRANQUILITY DAY SPA DBA SHIFRAH AESTHETICS & WELLNESS SPA** Annual lease agreement renewal with Tranquility Day Spa for space at the Old Rock School. The 12-month lease, running from November 2025 through October 2026, is for \$368.00 per month.

**APPROVAL OF LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB** Annual lease agreement renewal with P&W Railroad Club for space at the Old Rock School. The 12-month lease, running from October 2025 through September 2026, is for \$230.00 per month.

Mayor Watts proposed the addition of Item I, the new item consisted of a road closure for a Town Special Event. Mayor Watts noted the road closure would be for the Draughn High School Homecoming Parade, which was to be held on October 7, 2025, from 5:30 PM until 7:00 PM. Mayor Watts noted that the road closure would be active on Main Street (US-70), from Hoyle Street Southwest to Eldred Street North East.

Councilwoman Ward made a motion to add the road closure to the consent agenda, seconded by Councilwoman Zimmerman. The vote was unanimous and motion carried.

**RESULT: CONSENT ITEMS MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**NEW BUSINESS:**

**PUBLIC HEARING – TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE**

Daniel Odom, WPCOG Planning Assistant for the Town of Valdese, stated that this was a housekeeping action in response to the downzoning statues approved by the North Carolina General Assembly in

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December of 2024. Mr. Odom continued by stating the current effective date of the UDO was July 1, 2025. Mr. Odom stated that the proposed amendment would extend the effective date of the UDO to January 1, 2026. Mr. Odom stated the reason for the text amendment would be to provide time to the North Carolina General Assembly to address the downzoning statute, reauthorizing municipal downzoning authority before the new effective date of January 1, 2026. Mr. Odom stated that public notice requirements had been met and the Planning Board issued a favorable recommendation to approve the ordinance amendment and the consistency statement as presented. Mayor Watts asked if council had any questions. Councilman Harvey questioned whether the public would have a choice to apply the old Zoning Ordinance or the new UDO to potential projects. Mr. Odom responded in the affirmative, stating that for new development the public would have a choice. Mr. Odom continued by stating applicants would have to provide a notarized document stating which ordinance they would like the new development to follow. Councilman Harvey responded by confirming that the text amendment would not shelf the prior ordinance, that it would still apply. Mr. Odom responded in the affirmative. Mayor Watts asked if there were further comments, none were provided. Mayor Watts stated that Item A would remain on the Agenda.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**CALL FOR A PUBLIC HEARING ON OCTOBER 6, 2025 - CDBG GRANT FOR BERRYTOWN PROJECT**

Assistant Town Manager/CFO Bo Weichel stated that the item was to schedule the public hearing for October 6, 2025 for the Berrytown waterline project, to replace water lines and service lines in the Berrytown area. Mr. Weichel stated there were several roads involved in the project. Mr. Weichel stated that the funding, which originated through the North Carolina Commerce Grant, applied for was \$800,000. Mr. Weichel stated that as project costs had increased, the town was awarded an extra \$200,000. Mr. Weichel stated that the town had gone through a public hearing for the original \$800,000 and then stated that the same process had to be repeated for the new funding. Mayor Watts opened the floor to council for questions. Councilman Harvey asked for the total cost of the Berrytown project. Mr. Weichel responded the cost was approximately \$2,400,000, stating total cost would likely be \$3,000,000. Councilman Harvey then asked for the total footage of waterline which would be replaced. Mr. Weichel responded that approximately 8,200 feet of waterline would be replaced. Councilman Harvey then questioned what the total mileage of waterline within the Triple Community waterline system was. Mr. Weichel responded that he did not know that information off hand. Councilman Harvey requested that information for the next council meeting. Councilman Harvey stated the purpose of the project was to allow residents of the Berrytown area to have increased water pressure in their homes, as well as increased fire hydrant water pressure in case of a fire. Mr. Weichel responded in the affirmative, that current lines were undersized. Councilman Harvey asked if grant funding were not present would the project still have to be completed. Mr. Weichel responded in the affirmative. Councilman Harvey acknowledged the liability taken on by the town in providing the Triple Community with water, and that eventually more lines would have to be replaced. Councilman Harvey stated that the Triple Community waterline was not just a source of revenue for the Town, that additionally it was a huge liability. Mayor Watts asked for further comment, none was provided. Mayor Watts stated that Item B would remain on the Agenda.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**CAPITAL PROJECT ORDINANCE AMENDMENT - VALDESE BLUFFS SEWER PROJECT**

Mr. Weichel stated that the amendment was a response to the Bluffs Contract approved at the previous meeting. Mr. Weichel stated the Ordinance Amendment was to adjust the project fund to match project costs. Mayor Watts opened the floor to council for questions. None were provided. Mayor Watts later discussed the movement of Item C to the Consent Agenda. Council Agreed and Item C was placed on the Consent Agenda for the September 2, 2025 meeting.

**RESULT: PLACED ON THE CONSENT AGENDA AT THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**CAPITAL PROJECT ORDINANCE AMENDMENT - PUBLIC SAFETY BUILDING PROJECT**

Mr. Weichel stated that the amendment was in response to an updated contract with DR Reynolds. Mr. Weichel stated the Amendment was to ensure appropriate funding was present in the project budget. Mr. Weichel stated that the Amendment recognized appropriate revenues and expenses in relation to the fund. Councilman Ogle asked for clarification on the total amount of money being moved. Mr. Weichel provided

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the total cost along with the project fund balance. Councilman Harvey then asked for the total phase one cost. Mr. Weichel provided that the total cost would be \$38,000. Councilman Harvey clarified the cost of possible options of the project. Mr. Weichel suggested Item C and Item D be moved to the Consent Agenda. Mayor Watts then asked council if they would consent to the movements of items. Councilman Harvey stated that Item C could be moved, but it would be preferred to keep Item D in New Business. Mayor Watts stated Item C would be moved to the Consent Agenda and Item D would be kept in New Business.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**RESIDENCY QUALIFICATION FOR COMMITTEE MEMBERS**

Town Attorney Tim Swanson stated the item was placed on the Agenda in response to councils request to add residency qualification requirements to town created committees and boards. Attorney Swanson stated the qualification could to be done through resolution but that it was discussed to be done through a motion. Attorney Swanson stated a proposed motion was prepared to accomplish the residency qualification and opened the floor to questions. Mayor Watts questioned whether the motion would outline the specific committees the qualification would apply to. Attorney Swanson responded by stating it could apply to all committees formed by the Town Council with the exception of those formed under ordinance. Attorney Swanson stated the qualification would exclude individuals who are a resident of the Town or own a business in the Town. Attorney Swanson stated the qualification would also exclude Town Employees who serve in an ex officio capacity. Attorney Swanson stated that there may be other exceptions that council may desire, and that those could added as the need arises. Mayor Watts stated the additional exceptions that he had recommended were the grandfathered status and the pastors of local churches. Mayor Watts asked for further comments. None were provided. Mayor Watts stated that Item E would remain on the Agenda

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**RESOLUTION ON THE VALDESE TOWN COUNCIL'S EXPECTATIONS FOR RESPONSIBLE TOWN STAFF REGARDING ENFORCEMENT OF ZONING ORDINANCES**

Mayor Watts stated that council had received the recommended resolution and opened the floor for questions. Councilman Harvey stated that the draft created by Town Manager Herms was excellent. Councilman Harvey stated the resolution needed an additional section on monitoring. Councilman Harvey stated that citizens are afraid to speak up and worry about retaliation on reporting violations and that an additional provision on monitoring would be favored as a result. Town Manager Herms stated that if it pleased the council he would work on language to include such a provision. Mayor Watts asked for further comments. None were provided. Mayor Watts stated that item F would remain on the Agenda.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON SEPTEMBER 2, 2025, AT 6:00 P.M.**

**RESOLUTION ON THE VALDESE TOWN COUNCIL'S EXPECTATIONS FOR THE RESPECTIVE TOWN AND COUNTY DEPARTMENTS, TO ENSURE COMPLIANCE WITH THE NC BUILDING CODE IN ALL VALDESE CONSTRUCTION ACTIVITIES**

Councilman Harvey stated he had concern with the resolution as it did not state anything of substance. Councilman Harvey referenced a building code violation on Bobo Avenue, stating there was broken glass at street level and expressed his concern with this issue and similar issues relating to accountability. Mayor Watts asked for further comment. Mayor Watts then discussed the difficulty of enforcement. Councilman Harvey responded by stating the Town has little recourse with the system as it stands. Attorney Swanson stated that it may be possible to modify the ordinance so that the Code Enforcement Officer can rectify certain issues. Attorney Swanson stated that it would be difficult to draft something that would force the County to act on enforcement of building code. Councilman Harvey questioned if it would be possible to draft a joint resolution with the County to handle building code enforcement. Attorney Swanson stated it would be possible to have a sit down with the County as a group to have a conversation. Town Manager Herms stated the Town's Code Enforcement Officer and Police Department were in the works of revamping the Town's code enforcement process to streamline the process. Town Manager Herms stated that the Town depends on the County for building inspections and that the Town could not afford to do it themselves and spoke to the importance of coexisting. Attorney Swanson stated it could be advisable to pull the item

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off of the agenda and bring something else back to council. Council agreed with the recommendation and Item G was pulled off the Agenda.

**RESULT: ITEM WAS REMOVED FROM THE AGENDA AND WILL BE REVISITED AT A LATER DATE**

**UPDATE ON THE UPSET BID OFFER FOR 800 PINEBURR AVE SE**

Mayor Watts opened the floor to council discussion. No discussion was offered.

Councilman Harvey stated he was expecting a financial update on the budget year-to-date, asking if it could be included as an Agenda item in every regular Council Meeting. Mr. Weichel stated that the update would be present in the future, but was not present at the September meeting as it was the start of the fiscal year. Mr. Weichel stated the data would be misleading as July's data includes a lot of the Town's annual expense. Mr. Weichel stated the data would be present in future meetings, beginning in October.

Mayor Watts revisited Item H – Update on the Upset Bid Offer for 800 Pineburr Ave SE, and asked Council if it could be removed from the Agenda. Councilman Harvey stated that he believed that there may be discussion or an update at the following meeting and requested it stay on the New Business Agenda. Attorney Swanson stated that these were ongoing contract discussions and that for the purpose of maintaining confidentiality in those discussions at the present, these discussions were to happen in closed session. Attorney Swanson stated when the Town had an update on the contract that was subject to open session, that would be the appropriate time to have those discussions. Councilman Harvey requested that Item H be left on the Agenda in case there were to be an update.

Following closed session at the end of the meeting, Item H was returned to. A motion was made to remove Item H from the September 2, 2025 meeting by Councilman Ogle, seconded by Councilwoman Lowman. The vote was unanimous and the motion carried.

**RESULT: ITEM WAS REMOVED FROM THE AGENDA AND WILL BE REVISITED AT A LATER DATE**

**TOWN MANAGER'S REPORT** Town Manager Todd Herms will report at the September 2, 2025 meeting.

At 6:29 pm, Councilwoman Ward made a motion to go into **Closed Session under NC General Statute 143-318.11(a)(3)** to consult with an attorney retained by the Town in order to preserve the attorney-client privilege between the Town attorney and the Town Council, which privilege is hereby acknowledged. Seconded by Councilman Ogle. The vote was unanimous and the motion carried.

At 6:55 pm, Councilman Harvey made a motion to go out of Closed Session, seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

Following closed session, a motion was made to add a closed session to the September 2, 2025 meeting by Councilman Harvey, seconded by Councilwoman Zimmerman. The vote was unanimous and the motion carried.

**ADJOURNMENT:** At 6:58 p.m., there being no further business to come before Council, Councilman Harvey made a motion to adjourn, seconded by Councilwoman Zimmerman. The vote was unanimous.

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Town Clerk  
jl/mr

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Mayor

September 02, 2025, MB#33

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
SEPTEMBER 02, 2025**

The Town of Valdese Town Council met on Tuesday, September 02, 2025, at 6:00 p.m., 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, Councilwoman Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Town Manager Todd Herms, Assistant Town Manager/CFO Bo Weichel, Substitute Attorney Terry Taylor, Town Clerk Jessica Lail, and WPCOG Planner Daniel Odom.

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**

**OPEN FORUM/PUBLIC COMMENT GUIDELINES:** Mayor Pro Tem Gary Ogle read the following open forum/public comment guidelines: The Council shall provide at least one period for public comment per month during a regular meeting, unless no regular meeting is held that month. Any individual or group who wishes to address the Council shall inform the Town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Person(s) must be present if they wish to address the Council. Comments should be limited to five minutes per speaker.

Open Forum is not intended to require Council or staff to answer impromptu questions. Speakers will address all comments to the entire Council as a whole and not one individual member. Discussions between speakers and the audience will not be permitted. Speakers will maintain decorum at all times. Speakers are expected to be courteous and respectful at all times regardless of who occupies the Council chairs. These guidelines will help ensure that a safe and productive meeting is held and all those wishing to address the Council will be afforded the opportunity.

**VISION FOR VALDESE – JEAN MARIE COLE – 705 BERTIS ST., VALDESE:** Ms. Cole stated she wanted to share her vision for Valdese. Ms. Cole stated she wished to preserve the small town feel of Valdese that has had, stating this was what had attracted people over the years. Ms. Cole stated her preference of contractors over developers. Ms. Cole stated that she believed contractors created a stable population base, as well as a stable tax base. Ms. Cole stated the Town provided great park and recreation facilities along with a great school system, stating this was what brought individuals to live in the Town. Ms. Cole stated that the Town should consider these facets when making development decisions, stating she wished for the American dream to stay alive in the Town of Valdese.

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

**APPROVED SPECIAL CALLED MEETING MINUTES OF JULY 28, 2025**

**APPROVED CLOSED SESSION MINUTES OF JULY 28, 2025**

**APPROVED PRE-AGENDA MEETING MINUTES OF JULY 28, 2025**

**APPROVED SPECIAL CALLED MEETING MINUTES OF AUGUST 4, 2025**

**APPROVED REGULAR MEETING MINUTES OF AUGUST 4, 2025**

**APPROVED CLOSED SESSION MINUTES OF AUGUST 4, 2025**

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH TRANQUILITY DAY SPA DBA SHIFRAH AESTHETICS & WELLNESS SPA** Annual lease agreement renewal with Tranquility Day Spa

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for space at the Old Rock School. The 12-month lease, running from November 2025 through October 2026, is for \$368.00 per month.

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB** Annual lease agreement renewal with P&W Railroad Club for space at the Old Rock School. The 12-month lease, running from October 2025 through September 2026, is for \$230.00 per month.

**APPROVED ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENT – DRAUGHN HIGHSCHOOL HOMECOMING PARADE**

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

WHEREAS, for many years the Town of Valdese has sponsored the Draughn High School Homecoming Parade; and

WHEREAS, the Town of Valdese desires to schedule the Draughn High School Parade on Tuesday, October 7, 2025; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for the parade; and

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

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

**DRAUGHN HIGH SCHOOL HOMECOMING PARADE**

Date: October 7, 2025

Time: 5:30pm to 7:00pm

Route: Main Street (US 70) from Hoyle Street to Eldred Street

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

This ordinance shall take effect upon adoption.

THIS, the 2<sup>nd</sup> day of September 2025.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT – VALDESE BLUFFS SEWER PROJECT**

Valdese Town Council Meeting

Tuesday, September 2, 2025

Capital Project Ordinance Amendment # 1-52

Subject: Valdese Bluffs sewer line project

Description: To amend the project budget in accordance with the funding allocated by the State.

**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
52.3000.002	ARP Grant		80,403
51.3000.002	Utilities	66,803	
Total		\$66,803	\$80,403

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
51.8110.100	Planning		4,615
51.8110.800	Water Construction		62,188
52.8110.800	Sewer Construction	14,488	
52.8110.300	Bidding	12,214	
52.8110.900	Contingency	15,201	
52.8110.400	Construction Admin	38,500	
Total		\$80,403	\$66,803

**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.

A motion to approve the consent agenda was made by Councilwoman Zimmerman, seconded by Councilwoman Ward. The vote was unanimous, and motion carried.

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

Mayor Watts stated that before he headed in to new business he would entertain a motion to remove Item 10, the closed session, from the agenda. Mayor Watts stated the reason for the change was that the regular Town Attorney was not present.

Councilman Harvey made a motion to remove the closed session from the agenda. Seconded by Councilwoman Lowman. The vote was unanimous, and motion carried.

**APPROVED PUBLIC HEARING – TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE**

At 6:07 pm, Mayor Watts opened the Public Hearing.

Daniel Odom, WPCOG Planning Assistant for the TOV stated that the text amendment was to extend the UDO's effective date. Mr. Odom stated that the matter was largely a housekeeping and technical matter in response to the downzoning statutes enacted by the North Carolina General Assembly in December of 2024. Mr. Odom stated the current effective date of the UDO was July 31, 2025 and that the text amendment



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would extend the effective date to January 1, 2026. Mr. Odom stated it would also extend the selection window in which potential development applicants could choose whether they wanted new developments to be reviewed under the old zoning ordinance or the new UDO to January 1, 2026. Mr. Odom stated the delay was put in place to give the North Carolina General Assembly time to reauthorize municipal downzoning authority. Mr. Odom stated all public notice requirements had been met and the Planning Board had found the amendment to be consistent with the Valdese Vision. Mr. Odom stated the Planning Board had given a favorable recommendation to the Council to adopt the text amendment. Mr. Odom stated that if it were the council's preference to move forward with the text amendment as proposed, that there would have to be two separate actions. Mr. Odom stated the first of those actions would be the adoption of the text amendment to the ordinance and the second would be the adoption of the consistency statement accompanying the text amendment to the ordinance. Mayor Watts asked if there were further comments or questions by council. None were offered. Mayor Watts asked if there were any comments from members of the public. None were offered.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF VALDESE TO AMEND THE TOWN OF VALDESE UNIFIED DEVELOPMENT ORDINANCE**

**WHEREAS**, in 2014, the Town of Valdese (the "Town") adopted a comprehensive land use plan entitled "The Valdese Vision: A Land Use Action Plan for the Future" (the "Plan") to guide growth, development, and investments made in the Town and focus on land use, environmental protection, and infrastructure planning; and

**WHEREAS**, in 2025, the Town of Valdese adopted a Unified Development Ordinance ("UDO") intended to combine the zoning, subdivision, and Flood Damage Prevention Ordinances into one comprehensive document that simplifies the Town's Ordinances into a more readable document; and

**WHEREAS**, Section 1.2 of the UDO provides for an effective date of July 1, 2025.

**WHEREAS**, Part III, Subpart III-K of Senate Bill 382 ("SB 382") entitled LOCAL GOVERNMENT, amends N.C.G.S. § 160D-601(d) by prohibiting local governments from enacting or enforcing any amendment to zoning regulations (e.g., text amendments to zoning ordinances) or zoning maps (e.g., rezonings) that would constitute "down-zoning" without first obtaining the written consent of all property owners whose property would be subject to such an amendment; and

**WHEREAS**, due to the complications SB 382 creates for local governments, it is unclear at this time whether SB 382 will be repealed and/or what impacts, if any, SB 382 will have on the UDO. Council desires to extend the applicability provisions of the UDO until January 1, 2026 to comply with SB 382 while awaiting further clarity from the General Assembly; and

**WHEREAS**, the Planning Board met on July 21, 2025 and voted five in favor and zero against recommending that the Town Council amend Section 1.2 of the UDO to delay the effective date until January 1, 2026;

**WHEREAS**, the Town of Valdese has held a duly advertised public hearing to consider public comments regarding the proposed UDO amendment and found the proposed UDO amendment is consistent with the Plan.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** that the Town Council of the Town of Valdese that:

**SECTION 1:** The UDO is hereby amended to extend the effective date thereof as described in the attached Exhibit 1 designated "Town of Valdese UDO Amendment: Section 1.2 Applicability."

**SECTION 2:** This Ordinance shall become effective upon adoption.

**ORDAINED** by Town Council for the Town of Valdese, North Carolina, this \_\_\_ day of September, 2025.

/s/ Charles Watts, Mayor

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ATTEST:

/s/ Town Clerk

A motion to adopt the text amendment to the UDO was made by Councilwoman Lowman, seconded by Councilwoman Zimmerman. The vote was unanimous, and motion carried.

Mayor Watts then declared the public hearing closed at 6:09 PM.

### **VALDESE TOWN COUNCIL UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT CONSISTENCY STATEMENT**

On September 2nd, 2025, the Valdese Town Council ("Council") met to consider a Proposed Text Amendment to Section 1.2 "Applicability" of the Unified Development Ordinance after receiving a recommendation for approval from the Town of Valdese Planning Board. Upon consideration of the Comprehensive Plan (defined below), ordinances, and other materials presented, the Valdese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdese adopted a comprehensive land use plan entitled "The Valdese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan"). The Plan identifies the type of community that Valdese wants to become in the future and the strategies that the Town will use to guide development and land use activities.
2. In 2025, the Town of Valdese adopted a Unified Development Ordinance ("UDO") intended to combine the zoning, subdivision, and Flood Damage Prevention Ordinances into one comprehensive document that simplifies the Town's Ordinances into a more readable document.
3. Section 1.2 of the UDO provides for an effective date of July 1, 2025.
4. Part III, Subpart III-K of Senate Bill 382 ("SB 382") entitled LOCAL GOVERNMENT, amends N.C.G.S. § 160D-601(d) by prohibiting local governments from enacting or enforcing any amendment to zoning regulations (e.g., text amendments to zoning ordinances) or zoning maps (e.g., rezonings) that would constitute "down-zoning" without first obtaining the written consent of all property owners whose property would be subject to such an amendment.
5. Due to the complications SB 382 creates for local governments, it is unclear at this time whether SB 382 will be repealed or what impacts, if any, SB 382 will have on the UDO. Council desires to extend the applicability provisions of the UDO until January 1, 2026 so as to comply with SB 382 while awaiting further clarity from the General Assembly.
6. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

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

7. Council finds that the proposed amendment to the UDO is consistent with and supports the Valdese Vision: A Land Use Action Plan priorities in that it, among other things, it aims to bring the UDO into compliance with current state statutes pending a final decision on SB 382.

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8. The Planning Board met on July 21, 2025 and voted five in favor and zero against recommending that Council amend Section 1.2 of the UDO to delay the effective date until January 1, 2026.

Based upon the recommendation of the Planning Board and the findings from the Public Hearing, Council, having found the Proposed Text Amendment to Section 1.2 "Applicability" to be consistent with the Plan, approves the Proposed Text Amendment to section 1.2 "Applicability."

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

A motion to approve the accompanying consistency statement was made by Councilwoman Zimmerman, seconded by Councilman Harvey. The vote was unanimous, and motion carried.

**APPROVED CALL FOR A PUBLIC HEARING ON OCTOBER 6, 2025 - CDBG GRANT FOR BERRYTOWN PROJECT**

Assistant Town Manager/CFO Bo Weichel stated that the call for public hearing is in regard to the Berrytown waterline project. Mr. Weichel stated the project was funded by Community Development Block Grant (CDBG) dollars, from various funding sources within the CDBG program. Mr. Weichel stated the call for public hearing was to update the public on funding to reflect increased construction costs. Mr. Weichel stated the initial funding was for \$800,000 and that the funding was increased by \$200,000. Mr. Weichel stated the funding had already been awarded but stated that the increase needed to be publicly recognized. Councilman Harvey questioned Mr. Weichel on the total cost of the project. Mr. Weichel stated the total cost was between \$3.1 million to \$3.2 million. Councilman Harvey confirmed that this represented approximately a mile and a half of waterline in the Triple Community system. Councilman Harvey then asked for the total mileage of the Triple Community system. Mr. Weichel responded that there were approximately 83 miles in the system. Councilman Harvey questioned that if the cost to replace a mile and a half was approximately \$3 million, would the cost to replace all lines within the system be approximately \$150 million. Mr. Weichel responded in the affirmative. Councilman Harvey stated that due to those costs the Town would not make a lot of money on the water system. Mr. Weichel responded in the affirmative, he stated it would take a while. Mayor Watts stated the public hearing would be set for the October 6, 2025 council meeting.

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**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT - PUBLIC SAFETY BUILDING PROJECT**

Valdese Town Council Meeting

Tuesday, September 2, 2025

Capital Project Ordinance Amendment # 13-35

Subject: Public Safety Building

Description: Contract with D.R. Reynolds for the feasibility phase I study.

**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
35.3480.004	Sale of Properties		26,043.38
	Total	\$0	\$26,043

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	38,000.00	
35.5300.040	AGE		11,956.62
	Total	\$38,000	\$11,957

**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.

Mr. Weichel stated the ordinance amendment was in reaction to the contract with DR Reynolds for the \$38,000 cost for Phase one. Mr. Weichel stated the amendment was to recognize the funds in the project balance so they could be legally spent. Mr. Weichel stated there would be no money going in to or out of the project fund, that funds were already present. Mayor Watts asked if there were any further questions from the council. None were offered.

A motion was made by Councilman Harvey to approve the capital project amendment for the public safety building project, seconded by Councilwoman Lowman.

Mayor Watts opened the floor for further discussion. Councilman Harvey questioned what the \$38,000 was for. Mr. Weichel responded by stating it was for the previously approved contract with DR Reynolds to complete the phase one study. Councilman Harvey then questioned where the funding for the project came from. Mr. Weichel responded by stating the funds came from the public safety building project fund. Mr. Weichel stated the fund was made up of several revenue sources, stating the fund was created in 2019. Mr. Weichel stated there were town contributions made to the fund, that ABC distributions were placed in the fund, and that the revenue from the sale of properties were put in the fund. Councilman Harvey stated he believed the fund balance at one point was up to \$1.5 million. Mr. Harvey then questioned if the public safety building project fund was the fund used to purchase the 215 Main Street property. Mr. Weichel responded in the affirmative. Mr. Weichel then stated that for the life of the project fund revenues brought in were \$2,036,000 and expenditures from the life of the project fund were \$1,200,000. Mr. Weichel stated there was currently \$800,000 remaining in the fund. Councilman Harvey then asked what the expectation was from DR Reynolds for phase one of the project. Mr. Weichel responded by stating DR Reynolds would provide their professional opinion on options that had been laid out for study, then providing a recommendation on how to proceed, they would then work on a guaranteed maximum price for the option that council chooses to pursue. Councilman Harvey then questioned if it would be possible to use Tryon Financial Advisors to provide modeling for optimal financing. Mr. Weichel responded in the affirmative, stating that their services would be used to secure the best financing option. Mr. Weichel stated the financial

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model was still being worked on, so while yes it was planned to use Tryon Financial Advisors, they would not be involved until financial modeling was completed. Councilman Harvey further discussed services offered by DR Reynolds asking if these services would be used. Mr. Weichel stated they would not be used at this stage, but could be in later stages, depending on the Council's preference. Councilman Harvey asked if Tryon Financial Advisors could be brought in to assist with future modeling as there were potentially millions of dollars at stake with long term property tax revenue projections. Mr. Weichel responded by stating it could be done, but without completion of the financial model they could not fully assist. Town Manager Herms stated the model would assist with the operational budget and its projected revenues. Town Manager Herms stated different models were being applied to project funds. Town Manager Herms discussed the terms of the current contract, stating it was for DR Reynolds to give the town the four options along with their recommendation. Town Manager Herms continued by stating once the Council chooses an option other data and other variables would be incorporated to provide Council with the most information possible. Town Manager Herms stated at that point Council would choose an option and then DR Reynolds would provide the maximum cost of that option. Town Manager Herms stated that following that point that Tryon Financial Advisors would be involved. Town Manager Herms stated that an optimistic timeline would set the completion date of the process in the Spring of 2026. Councilman Harvey then expressed his concern with the ordering of the process, stating that council would be making the decision in the dark in regard to long term cost and impact. Town Manager Herms stated that the only thing being done at the present was that DR Reynolds was at the options and bringing back to the Council what in their opinion would fit the Town's needs.

Mayor Watts then entertained a vote, the vote was unanimous, and the motion carried.

#### **APPROVED RESIDENCY QUALIFICATION FOR COMMITTEE MEMBERS**

Councilman Harvey moved to resolve that effective immediately all newly appointed members that were to serve on committees or boards appointed by Town Council for the Town of Valdese, shall either be a resident of the Town of Valdese, or an owner or leader of a business or organization located in the Town of Valdese corporate limits, specifically excluding committees or boards formed by ordinance and ex officio member positions held by the Town Manager or any other town employee. Seconded by Councilwoman Ward.

Councilman Harvey stated that Attorney Swanson had brought the matter to the council multiple times, and that pastors would be covered within the qualification and that the qualification would not affect existing committees.

The vote was unanimous, and the motion carried.

#### **APPROVED RESOLUTION ON THE VALDESE TOWN COUNCIL'S EXPECTATIONS FOR RESPONSIBLE TOWN STAFF REGARDING ENFORCEMENT OF ZONING ORDINANCES**

##### **TOWN OF VALDESE, NORTH CAROLINA A RESOLUTION ESTABLISHING THE VALDESE TOWN COUNCIL'S EXPECTATIONS FOR RESPONSIBLE TOWN STAFF REGARDING THE ENFORCEMENT OF ZONING ORDINANCES**

**WHEREAS**, the Town of Valdese is committed to maintaining the quality of life, public safety, and orderly development within its jurisdiction; and

**WHEREAS**, the zoning ordinances of the Town of Valdese are established pursuant to the authority granted under North Carolina General Statutes to promote the health, safety, and general welfare of its citizens; and

**WHEREAS**, enforcement of these ordinances is critical to ensuring consistency in land use, protecting property values, and supporting the Town's long term strategic plan; and

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

1. This Resolution affirms the Town Council's expectations for responsible and professional enforcement of zoning ordinances by Town staff, in alignment with all applicable ordinances, policies, and community standards.

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2. Town staff responsible for zoning enforcement are expected to act fairly and impartially, be proactive and responsive, communicate clearly, maintain proper and accurate records, coordinate internally, when appropriate to educate and inform the public, pursue compliance, and when necessary, report to council.
3. Town Council commits to providing necessary resources, training, and support to Town staff to enable effective enforcement, ensuring that ordinances are clear, enforceable, and aligned with the goals of the community, and reviewing and updating zoning regulations as needed to reflect changing conditions or community priorities.

This Resolution shall become effective upon adoption.

**Adopted this the 2nd day of September, 2025.**

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Mayor Watts stated the resolution was provided by Town Manager Herms.

Councilman Harvey moved for the approval of the resolution establishing the Valdese Town Council's expectations for responsible town staff regarding enforcement of zoning ordinances. Seconded by Councilwoman Ward.

Councilman Harvey questioned what would happen regarding existing violations along with what the public should do in regard to future observed zoning violations. Town Manager Herms stated the Town was currently in the process of updating the code enforcement process in alignment with the City of Hickory's processes. Town Manager Herms then stated in regard to zoning ordinance enforcement, that the Planner had recently changed to Mr. Odom and that recently an Intern had been brought in to assist in the planning department. Town Manager Herms stated while it was not a perfect solution, there has been positive feedback so far. Town Manager Herms stated that the Town was in the process of revamping the department in an attempt to meet as many expectations as possible.

The vote was unanimous, and the motion carried.

**MANAGER'S REPORT** Town Manager Todd Herms reported:

NC State Bocce Tournament, Saturday, September 13, 2025, 8:00 a.m. at the LPDA. For more information visit [www.lpdavaldeese.org](http://www.lpdavaldeese.org).

Valdese Plein Air Fest will run from September 19-21, 2025, with different events throughout. The Reception will be held on Sunday, September 21, 2025, 2:00–4:00 p.m. at the Old Rock School. For more information, visit [www.rockschoolartgalleries.com](http://www.rockschoolartgalleries.com).

Family Movie Night featuring Disney Pixar's Toy Story, Saturday, September 27, 2025, at 7:30 p.m. at Temple Field, concessions available for purchase.

Next Agenda Review Council meeting is scheduled for Monday, September 29, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

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

**MAYOR AND COUNCIL COMMENTS:**

Councilwoman Ward started discussion on the topic of the Drug and Homeless Taskforce Meeting. Councilwoman Ward stated that in the previous year there was a program, in collaboration with the WPCOG, at the recreation center to provide showers for the homeless community along with other services.

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Councilwoman Ward stated the event was not done to promote unsheltered living in the area, rather it was done to get to know the individuals and provide them assistance in a multitude of ways. Councilwoman Ward stated the program was canceled due to insurance issues. Councilwoman Ward stated the program did great things for the individuals it serviced and brought together churches along with other charitable organizations. Councilwoman Ward questioned whether it would be possible for the Town to reach out to churches or other organizations to revive the program. Town Manager Herms stated he had done some research and found notes which referenced the insurance issues with the program. Town Manager Herms stated the Town's current policy would not cover events such as this, and for similar events a separate insurance policy would be needed for each event. Town Manager Herms stated the insurance issue is what lead to the stoppage, and that the Town was in the process to find a different event space, not at Town facilities. Town Manager Herms stated the Town's Police Department would still be involved. Councilwoman Ward extended her gratitude to the WPCOG and their efforts in helping those in need.

Mayor Watts thanked Town Staff for their work on the Waldensian Festival and for the completion of the Family Friday Night Music events.

**ADJOURNMENT:** At 6:43 p.m., there being no further business to come before Council, Councilwoman Ward made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

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Town Clerk

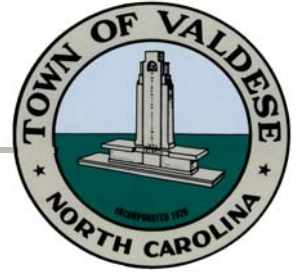
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Mayor

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Town Council

From: Morrissa Anqi - Department of Community Affairs

Subject: Lease Agreement

Meeting: October 6, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Lease Agreement for Town Council Consideration

### BACKGROUND INFORMATION:

Lease Agreement: VEDIC has been a tenant of the Old Rock School since 2024. Their office space is on the second floor and they host their monthly meetings in the Waldensian Room. They have been a welcome addition to the facility and often collaborate with Community Affairs in effort to support new Valdese businesses.

Business Information: VEDIC works to promote a thriving North Carolina economy. VEDIC is an Equal Opportunity Lender with programs that include ARC Appalachian Regional Commission, USDA Intermediary Re-Lending Program IRP, USDA Micro-Entrepreneur Assistance Program RMAP, Valdese Revolving Loan Program and the Burke Business Loan Program.

### BUDGET IMPACT:

Revenue = \$368 per month totalling \$4,416 annually

### RECOMMENDATION / OPTIONS:

Staff recommends renewing the lease agreement

### LIST OF ATTACHMENTS:

Lease 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

**STATE OF NORTH CAROLINA  
BURKE COUNTY**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into by and between the Town of Valdese, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 ("Lessor"), and Valdese Economic Development Investment Corporation (VEDIC), a North Carolina non-profit corporation, having a mailing address of P.O. Box 1225, Valdese, NC 28690 ("Lessee"), and is effective as of the last date herein below signed (the "Effective Date"). The identified parties are at times referred to herein collectively as "Parties" and individually as a "Party."

**WITNESSETH:**

In consideration of the rent to be paid, the mutual covenants and agreements herein contained, and of other goods and valuable considerations, the receipt and legal sufficiency of all of which are hereby acknowledged by both parties hereto, Lessor hereby demises and rents unto Lessee, and Lessee hereby leases from Lessor the Premises (as defined below), subject to the terms and conditions hereinafter set out.

**ARTICLE I**  
**FUNDAMENTAL LEASE PROVISIONS**

**1.01 PREMISES.** Lessor hereby demises and leases unto Lessee, and Lessee hereby leases from Lessor Suite 41 as more particularly described in **Exhibit A** attached hereto (the "Premises"), said Premises being in that certain building commonly known as the Valdese Old Rock School located at 400 Main Street, Valdese, Burke County, North Carolina (the "Property"), subject to the terms and conditions hereinafter set out.

**1.02 TERM.** The term of this Lease shall commence on the 1<sup>st</sup> day of November 2025 and shall end at midnight on the 31<sup>st</sup> day of October 2026 ("Term"), unless sooner terminated as herein provided.

**1.03 RENT.** Rent for the Term shall be \$4,416.00, payable in equal monthly installments of \$368.00 ("Rent"). Lessee shall pay Lessor Rent on the 1<sup>st</sup> day of each month during the Term commencing on the Commencement Date without notice, demand, deduction or offset except as otherwise set forth in this Lease or pursuant to applicable law, in lawful money of the United States.

**1.04 SECURITY DEPOSIT.** Upon execution of this Lease, Lessee will pay Lessor an amount equal to one (1) month's rent or \$368.00, which amount shall be deposited in trust with Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed during the Lease term (the "Security Deposit"). Provided that Lessee is not in default and leaves the Premises at the end of the tenancy as required hereunder, the Security Deposit shall be returned in full to Lessee at the end of the Term. If at any time during the Lease Term any of the Rent shall be overdue and unpaid, or any other sum payable to Lessor under this Lease shall be overdue and unpaid, the Lessor may, at its option, apply the entire Security Deposit, or so much thereof as may be necessary to compensate the Lessor for the payment of overdue Rent or other sums due and payable to Lessor by Lessee. The Lessee shall, upon the written demand of Lessor, remit to Lessor enough to restore said Security Deposit to the original sum deposited. Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease.

## **ARTICLE II** **COMMON AREAS**

**2.01 COMMON AREAS.** Lessor shall make available within the Property such common areas, including but not limited to parking areas, driveways, pedestrian sidewalks and ramps, access roads, and landscaped areas, as Lessor in its reasonable discretion shall deem appropriate. It is hereby expressly understood and agreed by Lessor and Lessee that Lessor shall operate, manage, equip, light, repair and maintain said common areas for their intended purposes in such manner as Lessor in its sole discretion shall determine within the parameters of sound business decisions intended to maximize utilization of the area for lessee businesses and other town operations, and Lessor reserves the right to change from time to time the size, location, nature and use of any common area, to sell or lease any portion thereof, and to make additional installations therein and to move and remove the same.

**2.02 USE OF COMMON AREAS.** Lessee and its officers, employees, agents, and customers, shall have the non-exclusive right, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the common areas as designated from time to time by Lessor subject to such reasonable rules and regulations as Lessor may from time to time impose, including the designation of specific areas in which cars owned by Lessee, its officers, employees and agents must be parked. Lessee agrees after notice thereof to abide by such rules and regulations and to use its best efforts to ensure its officers, employees, agents, and customers to conform thereto. Lessor may at times temporarily close any common area to make repairs or changes or to discourage non-customer parking, and Lessor may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall not at any time interfere with the rights of Lessor and other lessees, and their officers, employees, agents, and customers, to use any part of the parking areas and other common areas. Lessor reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Lessor and all lessees of the Property the common areas as designated from time to time by Lessor.

## **ARTICLE III**

## **UTILITY SERVICES**

**3.01 UTILITIES.** Lessee shall promptly pay for all public utilities rendered or furnished to the Premises from and after the Lease Commencement Date, including but not limited to stormwater, water and sewer charges, and all taxes thereon. Electricity and gas are separately metered to Premises. If Lessor separately meters the water and sewer, Lessee will pay these utilities directly.

## **ARTICLE IV** **REPAIRS AND MAINTENANCE**

**4.01 REPAIRS BY LESSOR.** Lessor shall make and pay for all repairs to (i) the exterior supporting walls of the building which the Premises are a part; (ii) the foundation, roof (including drains, downspouts, flashing, and parapets); and (iii) parking areas, and curbs. Should Lessee submit a written notice of any damage, and should Lessor agree that such repairs are necessary for safety, or preventing avoidable loss or damage, then such repairs will be made. However, such damage thereto shall not have been caused by the willful misconduct or negligence of Lessee, its officers, agents, or employees, in which event Lessee shall be responsible. Under no circumstances shall Lessee place any equipment on the roof or make any repairs to same. Lessor shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, heating, ventilating, electrical, air conditioning, or other mechanical installations therein and/or servicing the Premises.

**4.02 REPAIRS BY LESSEE.** Lessee agrees to and shall, at its sole cost and expense, to maintain, replace and keep the Premises in good order, and condition. Maintenance includes Lessee's responsibility to repair (unless otherwise excluded in this Lease): the interior of the Premises, all fixtures, furnishings, lighting, doors, signs, air conditioning, ventilating, plumbing, heating, and electrical installations in and servicing the Premises. During the term of this Lease, Lessee shall contract for, in its own name, and shall pay for a (i) an insured trash removal firm to remove trash from the premises in a timely and sanitary manner and (ii) licensed HVAC service contractor to inspect, adjust, clean, and repair Lessee's HVAC systems, including changing filters on a regular basis, but no less than semiannually. Lessee shall provide a copy of each service report to Lessor upon request. If a request is made and Lessee has not engaged a maintenance firm, Lessee will be charged \$25 per day for each day until an inspection is made and Lessor is in receipt of the inspection report.

If Lessee refuses or neglects to repair the Premises as required hereunder as soon as reasonably possible after written demand, Lessor, at its sole discretion, may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, unless said loss or damage results from Lessor's or its agent's gross negligence or willful misconduct. Upon completion thereof, Lessee shall pay Lessor's actual costs for making such repairs as additional Rent.

**4.03 INSPECTION.** Lessor or its representatives shall have the right to enter the Premises at reasonable hours of any day with 24-hour advance notice to Lessee for non-emergency inspection during the Lease Term to ascertain if the Premises are in proper repair and condition.

## **ARTICLE V**

### **USE OF LEASED PREMISES**

**5.01 PERMITTED USE.** Lessee covenants and agrees to use the Premises for professional office space for Lessee's financial lending business ("Permitted Use") and for no other use without Lessor's written approval. Lessee shall, at its own costs and expense: (a) conduct its operations in a lawful manner and in compliance with all municipal laws, orders, codes, ordinances, and regulations, applicable to the business of Lessee and shall maintain during the lease term all licenses and permits required by law with respect to Lessee's operations; (b) comply with and execute all reasonable rules and regulations of Lessor or any organization establishing insurance rates; (c) not suffer, permit or commit any waste or nuisance; (d) not allow anything in or about the Premises that is unlawful, obscene, which tends to create or maintain a nuisance, or do any act tending to injure the reputation of the Property; and (e) not store vehicles overnight.

Lessee hereby warrants not to manage, store, or dispose of any hazardous or toxic waste or substance upon the Premises prohibited by federal, state, or local statutes, ordinances, or regulations. Lessee hereby covenants to indemnify and hold Lessor, its successors and/or assigns, harmless from any loss, damage, claims, costs, liabilities, or cleanup costs arising out of Lessor's use, handling, storage, or disposal of any hazardous or toxic wastes or substances on the Premises.

**5.02 RULES AND REGULATIONS.** During the Term of this Lease, Lessee's use of the Premises shall be subject to such rules and regulations as may be adopted by Lessor from time to time in its sole and absolute discretion. At Lessor's sole option, Lessor shall have the right to reasonably modify and/or rescind the rules and regulations.

**5.03 NOISE AND NUISANCES.** Lessee covenants that it will not create or maintain any nuisances, including without limiting the foregoing, loud noises, sound effects, or offensive odors in or about the Premises.

## **ARTICLE VI**

### **LESSEE'S BUSINESS OPERATIONS**

**6.01 RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

## **ARTICLE VII**

### **ADDITIONS, ALTERATIONS AND TRADE FIXTURES**

**7.01 ADDITIONS AND ALTERATION.** Lessee may from time to time, with the prior written consent of the Lessor, at its own expense, alter, renovate or improve the interior of the Premises provided the same is performed in a good and workmanlike manner, in accordance with accepted building practices and so as not to weaken or impair the strength or substantially lessen the value of the building in which the Premises are located. Any work done by Lessee under the provisions of this Section shall not interfere with the use by the other lessees of the Property. All permanently attached alterations, decorations, additions, and improvements made by Lessee, or made by Lessor on Lessee's behalf as provided in this Lease, shall remain the property of the Lessee for the Lease Term, but they shall not be removed from the Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld. Upon termination of this Lease, Lessee shall remove such alterations, decorations, additions, and improvements and restore the Premises as provided herein, normal wear and tear excepted, and if Lessee fails to do so and moves from, or abandons, the Premises, all such alterations, decorations, additions, and improvements shall become the property of Lessor. The cost to restore the Premises shall be deducted from Lessee's Security Deposit or billed to Lessee if the amount exceeds the Security Deposit.

**7.02 INDEMNITY AND INSURANCE.** Lessee shall indemnify and hold Lessor harmless from any and all claims for damage or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Lessee under the terms of this Lease, including all costs, damages, expenses, court costs and attorney's fees incurred in or resulting from claims made by other lessee of premises in the Property, their agents, employees, patrons and invitees, unless the cause of such is due to Lessor's negligence or willful misconduct.

Before undertaking any alterations or construction, Lessee shall obtain and pay for a public liability policy insuring Lessor and Lessee against any liability which may arise on account of such proposed alterations or construction work in limits of not less than \$1,000,000.00 for any one person, \$2,000,000 for more than one person in any one accident and \$500,000 for property damage and a certificate or copy of such policy shall be delivered to Lessor prior to the commencement of such proposed work. Lessee shall also always maintain fire insurance with extended coverage in the name of Lessor and Lessee as their interest may appear in an amount adequate to cover the cost of replacement of all alterations, decorations, additions, or improvements in and to the Premises, and all trade fixtures therein, in the event of fire or extended coverage loss. Lessee shall deliver to Lessor certificate of such fire insurance policies, which shall contain a clause requiring the insurer to give Lessor ten (10) days' notice of cancellation of such policies.

**7.03 MECHANIC'S LIEN.** Neither Lessee, nor any person performing work for Lessee shall have the right to lien the interest of the Lessor in the Property. Any mechanic's lien or other lien attributable to work performed for Lessee shall attach solely to Lessee's leasehold interest. If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Lessee any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises or the Property,

Lessee shall discharge or remove the lien by bonding or otherwise, within ten (10) days after notice from Lessor to Lessee of the filing of same.

**7.04 TRADE FIXTURES.** All trade fixtures and equipment installed by Lessee in the Premises shall be functioning and shall remain the property of Lessee. Lessee shall obtain the written consent of Lessor before installing any fixtures or equipment that could possibly weaken or impair the structural portions of the Premises.

Provided Lessee is not in Default hereunder, Lessee shall have the right, at the termination of this Lease, to remove any and all trade fixtures, equipment and other items of personal property not constituting a part of the freehold which it may have stored or installed in the Premises, including but not limited to counters, mirrors, shelving, chairs and movable machinery purchased or provided by Lessee and which are susceptible to being moved without damage to the building, provided this right is exercised before the Lease has expired or during the ten (10) day period prior to any such termination provided herein, and provided that Lessee shall repair any damage to the Premises caused thereby. The right granted Lessee in this Section shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings glued or fastened to the floors or any paneling, tile or the materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished by Lessor. If Lessee shall fail to remove its trade fixtures or other property at the termination of this Lease, such fixtures and other property not removed by Lessee shall be deemed abandoned by Lessee and, at the option of Lessor, such property will either become (i) Lessor's ownership, or (ii) Lessor will dispose of such property and bill back Lessee.

## **ARTICLE VIII**

### **INSURANCE AND INDEMNIFICATION**

**8.01 INSURANCE.** Lessee shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of \$1,000,000 per occurrence and \$2,000,000 taken together and property damage insurance in an amount of \$1,000,000 in companies reasonably satisfactory to Lessor in the joint names of Lessor and Lessee. Insurance shall cover any damage resulting from water intrusion of any source. Lessee shall also keep in force rent insurance as well as fire and extended coverage insurance for the full replacement value of all improvements to the Premises. Lessee's fire and extended coverage insurance shall, in addition, insure the full replacement value of all of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Lessee will cause such insurance policies to name Lessor as an additional insured and to be written to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy unless such loss or damage is caused because of Lessor's negligence and Lessee's insurer does not cover the full cost of damage. In addition, Lessee shall keep in force Worker's Compensation or similar insurance to the extent required by law. Lessee shall deliver said policies or, certificates thereof to Lessor at least (10) days prior to the Lease Commencement Date. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by

independent instrument furnished to Lessor that it will give Lessor thirty (30) days' prior written notice before the policy or policies in question shall be altered or canceled. With the execution of this Lease and within ten (10) days prior to any insurance expiration, Lessee will provide Lessor with an insurance certificate evidencing the above coverages.

**8.02 INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold Lessor harmless from all claims, damages, liabilities, or expenses, including reasonable attorney's fees, arising out of (a) Lessee's use of the Premises, (b) any default or breach in the performance of any obligation of Lessee under this Lease, or (c) any negligence or willful misconduct of Lessee, its agents, or employees. Lessee further releases Lessor from all claims, damages, liabilities, or expenses, including reasonable attorney's fees, sustained by Lessee or any other person claiming by, through, or under Lessee, due to: (x) the Premises or any part thereof of any appurtenance thereto becoming out of repair; (y) the happening of any accident including, but not limited to, any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and/or air conditioning apparatus; or (z) any acts or omissions of co-Lessees or other occupants of the Property, except to the extent caused by Lessor's negligence and/or failure to timely perform obligations under this Lease. The indemnifications contained in this Section shall survive the termination of this Lease for matters that accrue or otherwise arise prior to the termination of this Lease.

## **ARTICLE IX**

### **LESSEE'S PROPERTY**

**9.01 TAXES.** Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by the Lessee and taxes assessed on the basis of Lessee's occupancy thereof.

## **ARTICLE X**

### **DAMAGES OF CONDEMNATION OF THE PREMISES**

**10.01 DAMAGE BY CASUALTY OR FIRE.** Lessee shall give to Lessor prompt written notice of any damage to any portion of the Premises resulting from fire or other casualty. No damage to the Premises shall allow Lessee to either surrender possession of the Premises or affect Lessee's liability for the payment of rent or any other covenant contained herein, except as may be specifically provided in this Lease.

If the Premises is damaged by fire, flood, tornado, hurricane, or through any other casualty, this Lease shall continue in full force and effect, unless Lessor determines, in its sole discretion, not to restore. If Lessor elects to restore the Premises to the condition at Lease commencement, it will do so within one hundred twenty (120) days after such damage, subject to force majeure delays. In the event that a portion of the Leased Premises is unlesseeable or incapable of use for the normal conduct of Lessee's business therein due to such damage, a just and proportionate part of the rent shall be abated from the date of such damage until the earlier of

when the Lessor has restored the Premises in the manner and in the condition provided in this Section and notified Lessee of such fact.

In the event Lessor, for any reason, notifies Lessee in writing that it will not restore the Premises as aforesaid, Lessee's sole remedy against Lessor shall be to terminate this Lease as of the date of such decision. If the Premises shall be damaged in whole or in substantial part within the last year of the Lease Term, Lessor or Lessee shall have the option, exercisable within thirty (30) days following such damage, of terminating this Lease, effective as of the date of mailing notice thereof.

Notwithstanding any of the provisions herein to the contrary, Lessor shall have no obligation to restore the Premises. Lessor shall have 30 days to notify Lessee in writing if repairs are not to be made and terminate this Lease, effective as of the date of such damage.

**10.02 LOSS OR DAMAGE TO LESSEE'S PROPERTY.** Lessor shall not be liable for any damage to property of Lessee or of others located on the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise unless caused because of Lessor's negligence. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from any other place or by dampness or by any other cause of whatsoever nature, unless caused because of Lessor's gross negligence. Lessor shall not be liable for any such damage caused by other lessees or persons in the Premises, occupants of property adjacent to the Property, or the public, or for damage caused by operations in construction of any private, public, or quasi-public work. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only, and Lessee shall hold Lessor harmless from any claim arising out of damage to the same, including subrogation claims by Lessee's insurance carriers, unless such damage shall be caused by the willful act or negligence of Lessor.

**10.03 CONDEMNATION.** If any of the Premises shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Property is taken and its continued operation is not, in Lessor's opinion, economical, this Lease shall automatically terminate as of the date of possession is taken by the condemning authority. Lessee and Lessor may pursue their own separate award, which may be made in such taking or condemnation. In the event of a partial taking, which does not result in the termination of this Lease, Lessor shall promptly restore the remaining premises to a complete unit and all Rent shall be apportioned according to the part of the Premises remaining usable by Lessee. If for any reason, restoration of the Premises is not completed by Lessor within six (6) months after any portion thereof is taken, either Lessor or Lessee may terminate this lease.

## **ARTICLE XI**

### **DEFAULT OF LESSEE AND REMEDIES**

**11.01 DEFAULT OR BREACH OF COVENANT.** Lessee shall be in default under this Lease ("Default") if Lessee:



**11.01.1** fails to pay when due all or any portion of any sum due from Lessee under this Lease and such failure shall continue for more than five (5) days after receipt of written notice from Lessor;

**11.01.2** fails to commence to take actions in accordance with the provisions of this Lease to remedy Lessee's failure to perform any of the terms, covenants, and conditions hereof within ten (10) days after receipt of written notice from Lessor specifying the same, or thereafter fails to diligently pursue the cure of such failure within a reasonable period;

**11.01.3** transfers, has levied upon, or assigns to any other person, firm, or corporation, whether voluntary or involuntary, except as herein permitted, its interest in this Lease;

**11.01.4** takes or has taken against Lessee any petition of bankruptcy; takes action or has taken against Lessee for the appointment of a receiver for all or a portion of Lessee's assets; files a petition for a corporate reorganization or any debtor proceeding; makes an assignment for the benefit of creditors; or if in any other manner Lessee's interest hereunder shall pass to another by operation of law; and/or

**11.01.5** commits waste on the Premises.

**11.02 REMEDIES UPON DEFAULT.** Upon Lessee's Default as set forth in Section 11.01, Lessor may, at its option and without further notice to Lessee, utilize any one or more of the following rights:

**11.02.1** Lessor shall have the right to enter upon the Premises for the purpose of showing the property to prospective lessees without assuming any liability for conversion;

**11.02.2** Lessor shall have the right, but not the obligation, to enter the Premises for the purpose of correcting any such condition and to remain on the Premises to complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein;

**11.02.3** Lessor shall have the right to reenter the Premises immediately (but such reentry shall not serve to release or discharge damages Lessee owes Lessor) with or without order of court by lawful force, without being guilty of trespass, and without liability for the removal of, or obligation to store, Lessee's property or documents, Lessor may remove the property and personnel of Lessee all at the expense of Lessee;

**11.02.4** Lessor shall have the right to exercise all other rights and remedies provided by law or in equity to a Lessor with a defaulting Lessee; and/or

**11.02.5** After such reentry, Lessor shall have the right to terminate this Lease with 24 hours written notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease.

**11.03 COSTS AND ATTORNEYS FEES.** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.

## **ARTICLE XII** **DELIVERY CONDITION**

**12.01 DELIVERY CONDITION.** Subject to Lessee's right to inspect the Premises prior to execution of this Lease, Lessee hereby accepts the Premises in its "as is" condition and subject to all applicable federal, state or local laws, rules, regulation, codes, ordinances, judgments, decrees, or orders of any state, federal or local government or agency have jurisdiction over the Premises.

## **ARTICLE XIII** **SURRENDER OF PREMISES**

**13.01 CONDITION ON SURRENDER.** At the expiration of the tenancy hereby created, Lessee shall surrender the Premises in the same condition as the Premises was in on the Lease Commencement Date, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, to the extent that the same can be covered by fire insurance with extended coverage endorsement and Lessee shall surrender the keys for the Premises to Lessor. Lessee shall (i) remove all its trade fixtures, if permitted hereunder; (ii) remove any signage and repair any damage caused thereby; (iii) deliver in broom clean condition, with all Lessee's personal property removed; and (iv) meet with Lessor's representatives for a lease maturity inspection to confirm the Premises are in surrender condition. If any work remains to be completed post inspection, such work will be completed within five (5) days of inspection or Lessor will complete the work and bill the actual cost back to Lessee. Lessee's obligations hereunder shall survive the expiration or other termination of this Lease.

**13.02 HOLDOVER TENANCY.** If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall, from that day forward, be a Lessee from month-to-month and Lessee shall pay Lessor Rent at one hundred and fifty percent (150%) of the monthly rate in effect immediately prior to the termination of this Lease for the time Lessee remains in possession. No acceptance of Rent by, or other act or statement whatsoever on the part of Lessor, or its agent, or employee, in the absence of a writing signed by Lessor, shall be construed as an extension or as a consent for further occupancy. Lessee shall indemnify and pay Lessor for all documented damages consequential as well as direct, sustained by reason of Lessee's retention of possession, including without limitation the value loss of any approved subsequent Lessee for any portion of the Premises. The provisions of this Section do not exclude

pursuit of Lessor's right of re-entry or any other right under the Lease. Should Lessor send a notice to vacate to Lessee during any such holdover, Lessee shall vacate the Premises within ten (10) days of receipt of the notice.

#### **ARTICLE XIV** **GENERAL PROVISIONS**

**14.01 ASSIGNMENT AND SUBLETTING.** Lessee may not sublet the Premises. All assignments of this Lease of the Premises by Lessee shall be subject to and in accordance with all the provisions of this Section. So long as Lessee is not in default under any of the provisions of this Lease:

**14.01.1** Lessee may assign this Lease to a wholly owned corporation or controlled subsidiary under the following conditions if the assignee would be engaged in the same Permitted Use as Lessee.

**14.01.2** Lessee may assign this Lease to a party, other than a wholly owned corporation or controlled subsidiary, only after obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing provisions of subparagraphs 14.01.1 and 14.01.2 of this Section, any assignee must be of similar or better financial position and experience than Lessee. Lessee shall provide Lessor with authorization to review assignee's credit, financials, and Lessee application, prior to assignment, subject to reasonable confidentiality requirements of assignee.

Notwithstanding the foregoing provisions of subparagraphs 14.01.1 and 14.01.2 of this Section, any assignment shall be only for the Permitted Use, and for no other purpose, and in no event shall any assignment of the Premises release or relieve Lessee from any obligations of this Lease. Any assignee shall assume Lessee's obligations hereunder and deliver to Lessor an assumption agreement in form reasonably satisfactory to Lessor.

**14.02 ACCESS.** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

**14.03 APPLICABLE LAW.** The laws of the State of North Carolina shall govern the validity, performance, and enforcement of this Lease. Any litigation between the parties hereto concerning this Lease shall be initiated in the county in which the Property is located.

**14.04 ENTIRE AGREEMENT.** This Lease and the Exhibits, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreement, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

**14.05 WAIVER.** The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach for the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the Rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived, unless such waiver is in writing.

**14.06 ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

**14.07 BINDING AGREEMENT.** The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

**14.08 PREVAILING PARTY EXPENSES.** If Lessee or Lessor shall at any time breach any of the terms and conditions of this Lease, or shall be in default hereunder, and if the other party shall deem necessary to engage attorneys to enforce its rights hereunder, the losing party will reimburse the prevailing party for the reasonable expenses incurred hereby, including but not limited to court costs and reasonable attorney's fees. If Lessee's rights hereunder are not terminated, the amount of such expenses owed by Lessee to Lessor shall be deemed to be Additional Rent hereunder and shall forthwith be due and payable by Lessee to Lessor.

**14.09 SEVERABILITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**14.10 FORCE MAJEURE.** Whenever a period of time is prescribed for action by either party under this Lease, such party shall not be liable, penalized, or responsible for any delays due primarily to riots, acts of God, epidemic, pandemic, municipal ordinances, declaration of state of emergency (national, state, or local), or any other causes of any kind whatsoever which are beyond the reasonable control of such party (but specifically excluding financial inability of either party).

**14.11 QUIET ENJOYMENT.** The Lessor agrees that Lessee paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further

warrants that the use of the premises called for herein does not violate the terms of any zoning affecting the premises.

**14.12 COUNTERPART.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same Agreement. Delivery of an executed counterpart of this Agreement electronically shall be effective as delivery of an original executed counterpart of this Agreement. The parties expressly consent and agree that this Agreement including all associated documentation may be electronically signed, and that such signatures shall be governed by the laws, policies and regulations of individual countries, regions and industries. In the event of a dispute where the law is unclear as to the treatment of electronic signatures, the parties agree the United States Electronic Signatures in Global and National Commerce Act (“ESIGN”) shall control.

**14.13 NOTICE.** Any notice, demand, request, or any other communication required, permitted, or desired to be given under this Agreement (collectively, “Notice”) shall be in writing and sent via national overnight courier company (such as UPS or FedEx) or by depositing the Notice with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual’s or department’s attention if so indicated) as hereinafter provided. Each Notice shall be effective upon being delivered to the national overnight courier company or being deposited with the United States Postal Service, as the case may be, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the national overnight courier company’s records or by the return receipt of the United States Postal Service, as the case may be. Rejection or other refusal by the addressee to accept or the inability of the national overnight courier company or the United States Postal Service to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. The addresses of the Parties shall be as follows:

<b>PARTY</b>	<b>CONTACT INFORMATION</b>
If to Lessor:	P.O. Box 339 Valdese, NC 28690 Attn: Manager
With copy to (which shall not constitute notice):	Timothy D. Swanson, Esq. Town Attorney P.O. Drawer 2428 Hickory, NC 28603 <a href="mailto:timothys@hickorylaw.com">timothys@hickorylaw.com</a>
If to Lessee:	VEDIC P.O. Box 1225 Valdese, NC 28690 Attn: Kerri Poteat

Any Party shall have the right from time to time to change the Party's own address or individual or department's attention to which Notices shall be sent or the address to which copies of Notices shall be sent and to specify up to two additional addresses to which copies of Notices shall be sent by giving the other Party at least ten (10) days' prior written Notice thereof.

**14.14 IRAN DIVESTMENT ACT COMPLIANCE.** The Parties certify that, as of the date listed below, they are not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55 et seq. (the "Iran Divestment Act"). In compliance with the requirements of the Iran Divestment Act, the Parties shall not utilize in the performance of the Agreement any subcontractor that is identified on the Final Divestment List.

**14.15 COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION.** The Parties certify that that they have not been designated by the North Carolina State Treasurer as a party engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.80 et seq.

**14.16 NONDISCRIMINATION.** To the extent permitted by North Carolina law, the Parties, for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin.

**14.17 E-VERIFY.** 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. The Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If the Parties utilize a subcontractor they shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

*This Space was Intentionally Left Blank. Signatures Appear on the Following Pages.*

WHEREFORE, the Parties have duly executed this Lease as of the Effective Date, each acknowledging receipt of an executed copy hereof.

LESSOR:

LESSEE:

TOWN OF VALDESE,  
A North Carolina municipal corporation

VEDIC,  
A North Carolina non-profit corporation

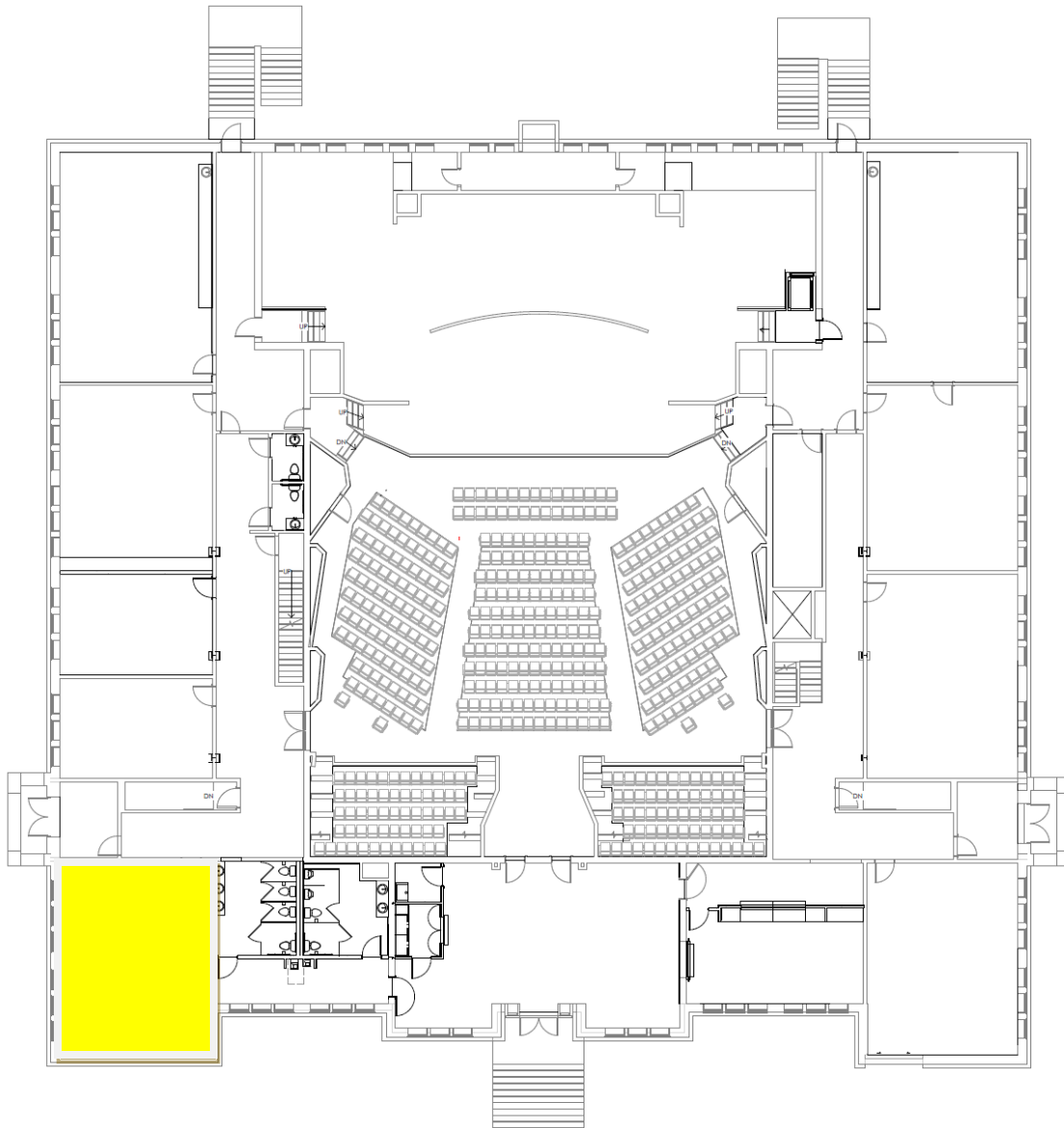
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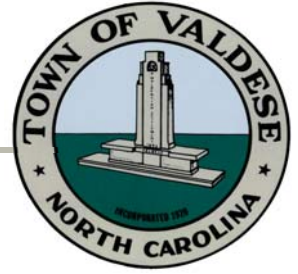
## Exhibit A





# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Town Attorney Tim Swanson

Subject: First Amendment to Agreement for Purchase and Sale of Land - 800 Pineburr Property

Meeting: October 6, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

First Amendment to Agreement for Purchase and Sale of Land - 800 Pineburr Ave SE (PIN: 2743136398)

### BACKGROUND INFORMATION:

The Town received an offer to purchase the vacant parcel located at 800 Pineburr Avenue SE. At the April 7, 2025, meeting, Council approved a Resolution Authorizing the Upset Bid Process. Several upset bids were received following the initial offer.

The final bid concluded at \$148,378.25, submitted by East McDowell Street Properties, LLC. The buyer has provided the required 5% deposit. At the June 2, 2025, meeting, Council approved the Agreement for Sale and a Resolution for Sale of Town-owned Property.

The First Amendment extends the examination period through January 15, 2026 and deletes Exhibit B.

### BUDGET IMPACT:

Would add \$148,378.25 to the project fund for Public Safety facility.

### RECOMMENDATION / OPTIONS:

Approve the First Amendment as presented.

### LIST OF ATTACHMENTS:

1. Original Agreement to Purchase
2. First Amendment to Agreement for Purchase and Sale of Land



NC REALTORS®  
Commercial Forms

## AGREEMENT FOR PURCHASE AND SALE OF LAND

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

**East McDowell Street Properties, LLC**

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

**Town of Valdese**

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

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

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

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

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

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

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

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

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

\$ 148,378.25

(b) "**Purchase Price**" shall mean the sum of One Hundred Forty-Eight Thousand, Three Hundred Seventy-Eight 25/100 Dollars,  
or, if this box is checked ☐, Purchase Price shall mean the sum of \$ \_\_\_\_\_ per gross  
acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the  
Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the  
expiration of the Examination Period. The purchase price shall be determined by multiplying the Price  
Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due  
under Sections 1(b)(ii) - 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the  
Purchase Price in accordance with this provision. The Purchase Price shall be payable on the  
following terms:

\$ 7,418.92

(i) "**Earnest Money**" shall mean Seven Thousand, Four Hundred Eighteen 92/100 Dollars  
or terms as follows: \_\_\_\_\_

The Earnest Money shall be deposited in escrow with \_\_\_\_\_

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

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Buyer Initials BKH Seller Initials WTT

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

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

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

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

\$ \_\_\_\_\_

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

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

\$ 140,959.33

(iii) **Cash**, balance of Purchase Price, at Closing in the amount of One Hundred Forty Thousand, Nine Hundred Fifty-Nine 33/100 Dollars.

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

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

Buyer Initials BK H Seller Initials TH

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

120 days

**TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

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

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

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

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

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

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

301-B South Green Street, Morganton, NC 28655

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

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

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

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

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

Each party shall pay its own attorney's fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 15. Adverse Information and Compliance with Laws:**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**BUYER:**

**Individual**

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

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

**SELLER:**

**Individual**

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

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

Buyer Initials DKH Seller Initials JK

Page 8 of 9

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

**Business Entity**East McDowell Street Properties, LLC

(Name of Entity)

By: [Signature]Name: Brad HatfieldTitle: PartnerDate: 4-30-25**Business Entity**TOWN OF VALDESE

(Name of Entity)

By: [Signature]Name: Wm. Todd HermsTitle: TOWN MANAGERDate: 6/5/25**WIRE FRAUD WARNING**

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

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

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

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

Town of Valdese

(Name of Escrow Agent)

Date: 5/1/2025By: Bo Weichel, CFO  
Jessica Lail, Town Clerk


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

828-879-2117, 2123e-mail address: bweichel@valdesenc.gov fax number: \_\_\_\_\_

except as same may be changed pursuant to Section 12.

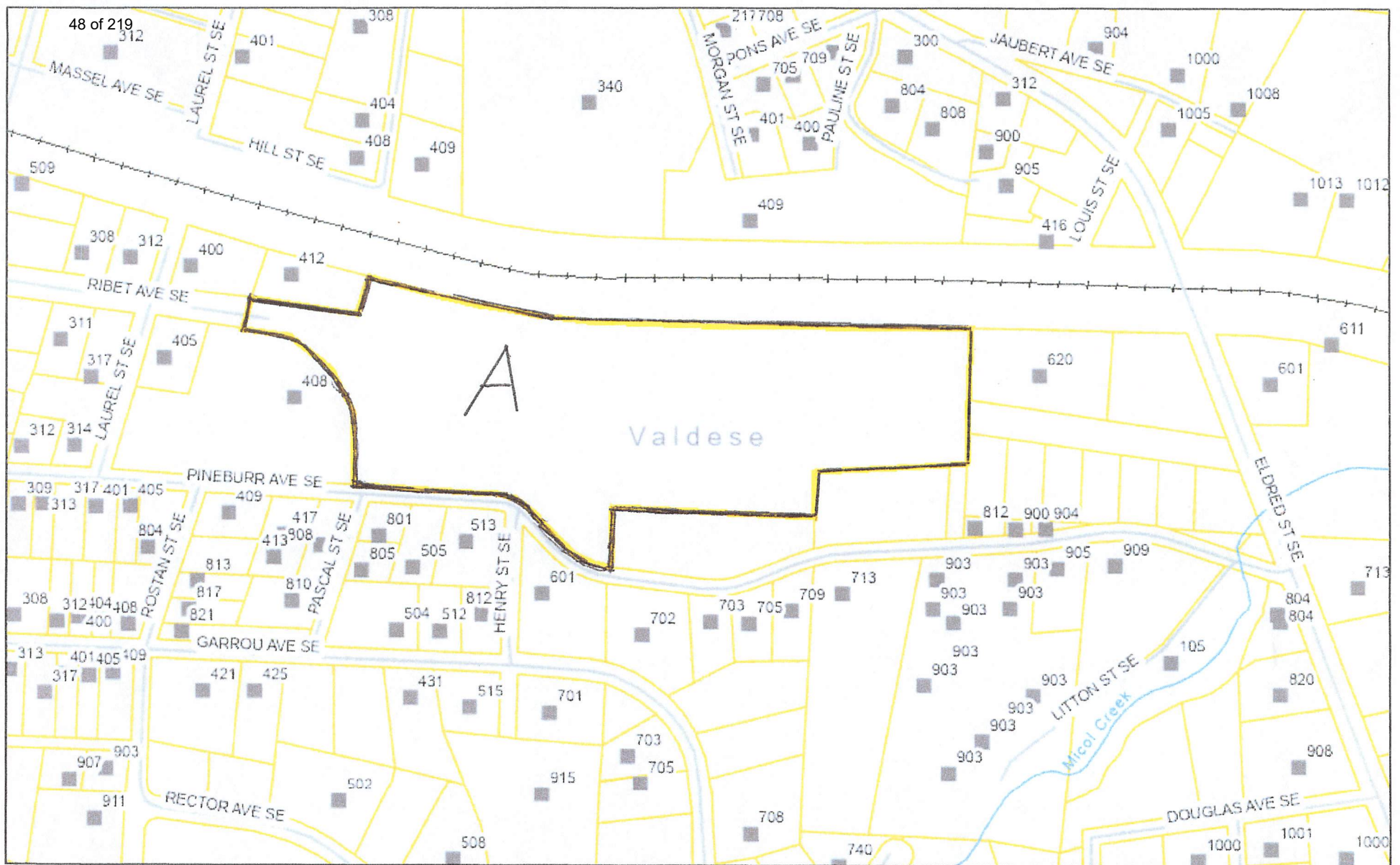
## Exhibit B

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

\_\_\_\_\_buyer

\_\_\_\_\_buyer

\_\_\_\_\_seller



April 26, 2024

## Burke County, NC

**Owner:** TOWN OF VALDESE  
PO BOX 339

VALDESE, NC 28690

**Property Address:** 800 PINEBURR AVE SE  
VALDESE 28690  
PROPERTY\_DESC

**PIN:** 2743136398

**PIN EXT:** 000

**REID:** 65564

**Property Value:** \$0

**Acreage:** 14.91

**Deed Book:** 002681

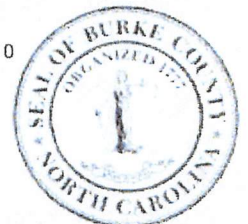
**Deed Page:** 00919

**Deed Date:** 5/2/2023 11:19:32 AM

0 305 610  
Feet

1:3,895

1 inch = 325 feet



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



## FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF LAND (the “**First Amendment**”) is made by and between TOWN OF VALDESE, a North Carolina municipal corporation, having a mailing address of P.O. Box 339, Valdese, NC 28690 (“**Seller**”), and EAST MCDOWELL STREET PROPERTIES, LLC, a North Carolina limited liability company, having a mailing address of 118 North Sterling Street, Morganton, NC 28655 (“**Buyer**”), and is effective as of the last date herein below signed (the “**Effective Date**”). The identified parties are at times referred to herein collectively as “Parties” and individually as a “Party.”

### RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Land signed by the Seller on June 5, 2025 and signed by the Buyer on April 30, 2025 (the “**Agreement**”), wherein Seller agreed to sell and Buyer agreed to purchase that certain real property more particularly described in the Agreement.

B. Seller and Buyer have agreed to amend the Agreement as provided herein.

IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Previously Defined Terms; Conflict. Each capitalized term not expressly defined in this Amendment shall have the meaning ascribed thereto in the Agreement. In the event of any conflict or inconsistency between the Agreement and this First Amendment, this First Amendment shall control.

2. Examination Period. Section 1(e) of the Agreement is hereby deleted in its entirety and replaced with the following language in its place and stead: “**Examination Period**” shall mean the period beginning on the Contract Date and continuing until January 15, 2026. ***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***”

3. Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety.

4. No Other Revisions to Agreement. All other provisions of the Agreement which are not specifically amended by this First Amendment shall remain the same and in full force and effect.

5. Electronic Mail as Writing. The Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed or digital product of an electronic mail transmittal, including DocuSign or any other similar method, including counterparts, shall be deemed to be “written” and a “writing” for all purposes of this Amendment.

6. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall not be necessary for all the Parties to execute each counterpart for this First Amendment to be binding and this First Amendment shall be binding if each party

executes at least one counterpart hereof.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this First Amendment to be duly executed, by its authorized officers or individually, on the Effective Date.

EAST MCDOWELL STREET  
PROPERTIES, LLC,  
a North Carolina limited liability company

\_\_\_\_\_

By:

Its:

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

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this First Amendment to be duly executed, by its authorized officers or individually, on the Effective Date.

[AFFIX SEAL]

ATTEST:

TOWN OF VALDESE,  
a North Carolina Municipal Corporation

\_\_\_\_\_  
By: Jessica Lail

Its: Town Clerk

\_\_\_\_\_  
By: Charles Watts

Its: Mayor

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

### **PRE-AUDIT CERTIFICATE**

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

\_\_\_\_\_  
By: Bo Weichel

Its: Finance Officer

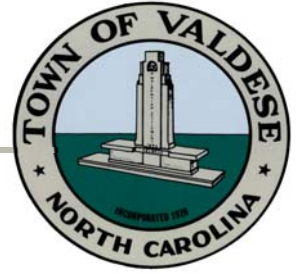
Approved as to form on behalf of the Town this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
By: Timothy D. Swanson

Its: Town Attorney

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Daniel Odom, WPCOG Planning Manager

Subject: Quasi Judicial Public Hearing -- 800 Pineburr Avenue SE

Meeting: October 6th, 2025

Presenter: Daniel Odom, WPCOG Planning Manager

### ITEM OF INTEREST:

Call for Quasi-Judicial Public Hearing to be set for December 8th, 2025, at 5:00 P.M.

### BACKGROUND INFORMATION:

The Town of Valdese has received a request for a Special Use Permit for 800 Pineburr Avenue SE . Special Use Permit's must follow Quasi-Judicial proceeding requirements as established by N.C. General Statute and the Town of Valdese Zoning Ordinance. These requirements include the scheduling and public notification of the Quasi-Judicial Hearing.

### BUDGET IMPACT:

None.

### RECOMMENDATION / OPTIONS:

Staff recommend that the Town of Valdese Council call for a public hearing to be held on Monday, December 8, 2025 at 5:00 P.M. in the Town of Valdese Council Chambers.

### LIST OF ATTACHMENTS:

N/A



# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Valdese Town Council

From: Western Piedmont Council of Governments

Subject: Public Hearing - CDBG-NR Funding for Berrytown Waterline Project

Meeting: October 06, 2025

Presenter: Kyle Case, Sherry Long

### ITEM OF INTEREST:

Third Public Hearing for NC Commerce CDBG-NR Funding related to the Berrytown Waterline Project

### BACKGROUND INFORMATION:

The Town of Valdese plans to use CDBG-NR Funding to replace water lines and service lines to low- and moderate-income households along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. Residents in the service area experience low water pressure and inadequate fire safety due to the aging and undersized waterlines as well as outdated service lines. This project will replace service lines to 50 LMI households within the project area and will help maintain existing housing by providing adequate water service delivery to the homes. Additionally, it will save residents money on homeowner insurance rates due to increased fire protection.

The Town of Valdese originally requested \$800,000 through NC Commerce's CDBG-NR program. Due to increased project costs, NC Commerce has awarded the Town an additional \$200,000. Total project CDBG-NR funding is now \$1,000,000. A public hearing is required to notify the public of the additional funding.

These funds will be used in conjunction with \$2,236,775 from the NC DEQ CDBG-I Program. The CDBG-I funds will be used to replace approximately 8,215 LF of existing undersized and aging waterlines as well as fire hydrants to improve water pressure and fire safety in the area.

### BUDGET IMPACT:

Increase in funding by \$200,000 - fully funding the project.

### RECOMMENDATION / OPTIONS:

No action required.

### LIST OF ATTACHMENTS:

N/A

TOWN OF VALDESE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NOTICE OF THIRD PUBLIC HEARING

The Town of Valdese is holding a third public hearing to discuss a budget amendment to a Community Development Block Grant Neighborhood Revitalization (CDBG-NR) grant request which was submitted to the North Carolina Department of Commerce Rural Economic Development Division on October 28, 2024, and awarded in the amount of \$1,000,000. In conjunction with the Town's Capital Improvement Plan, this project will provide waterline service connections to approximately fifty (50) low- and moderate-income households located along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. 100% of the CDBG-NR funds will benefit low- and moderate-income persons. This project will be completed in combination with a \$2,236,755 Community Development Block Grant - Infrastructure grant provided by the North Carolina Department of Environmental Quality Division of Water Infrastructure.

The Public Hearing will be held at the regularly scheduled meeting on Monday, October 6, 2025 at 6:00 pm in the Town Hall Council Chamber, 102 Massel Avenue SW, Valdese, North Carolina.

The Town of Valdese holds all public meetings in accessible rooms. All interested persons are invited to attend this hearing. Auxiliary aids will be supplied to the disabled if requested five days prior to the public hearing. Person needing special assistance or non-English speaking persons desiring to participate in this hearing should contact Jessica Lail, Town Clerk, at 828- 879-2117 or 1-800-735-0533 (TDD/TTY) for the hearing impaired.

Esta Informacion esta disponible en espanol on en cualquier otro idioma bajo peticion. Por favor, pongase encontacto con Kyle Case al 828-485-4285 o en Western Piedmont Council of Governments, 1880 2nd Ave NW, Hickory, NC 28801. De alojamiento para esta solicitud.

Publish: Saturday, September 20, 2025



# Town of Valdese

## AGENDA MEMO



☒ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Western Piedmont Council of Governments

Subject: Compliance Plans - CDBG-NR Funding for Berrytown Waterline Project

Meeting: October 06, 2025

Presenter: Kyle Case, Sherry Long

### ITEM OF INTEREST:

Compliance Plans related to NC Commerce CDBG-NR funding for Berrytown Waterline Project

### BACKGROUND INFORMATION:

The Town of Valdese has received \$1,000,000 in CDBG-NR Funding to replace water lines and service lines to low- and moderate-income households along Berry School Avenue, Berrytown Avenue, Berrytown Street, Bost Johnson Avenue, Bost Johnson Avenue Extension, and CV Johnson Drive. Residents in the service area experience low water pressure and inadequate fire safety due to the aging and undersized waterlines as well as outdated service lines. This project will replace service lines to 50 LMI households within the project area and will help maintain existing housing by providing adequate water service delivery to the homes. Additionally, it will save residents money on homeowner insurance rates due to increased fire protection.

As a requirement to receive the release of funds from NC Commerce, the following compliance plans must be adopted by the Town of Valdese:

- + Equal Employment Opportunity Plan
- + Procurement Plan
- + Fair Housing Plan
- + Section 3 Plan
- + Section 504 Plan
- + Language Access Plan
- + Analysis of Impediments
- + Undue Hardship Policy and Procedures

### BUDGET IMPACT:

Adoption of the compliance plans will finalize release of funds for \$1,000,000 in CDBG-NR grant funds. This will fully fund the Berrytown Waterline Project.

### RECOMMENDATION / OPTIONS:

Adoption of all compliance plans.

### LIST OF ATTACHMENTS:

All compliance plans. See above.



## 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

### EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PLAN

WHEREAS, the Town of Valdese as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, Section 109 of Title 1 of the Housing and Community Development Act of 1974; Title VII of Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; the Equal Employment Opportunity Act; the Immigration Reform and Control Act of 1986; the Vietnam Era Veterans' Readjustment Act of 1974, amended to Jobs for Veterans Act in 2002; Federal Executive Orders 11246, 11625, 12432, and 12138; Section 3 of the Housing and Urban Development Act of 1968; N.C.G.S. 126-16 (Equal Employment Opportunity); N.C.G.S. 143-422.2 (Equal Employment Practice Act); N.C.G.S. 168A-5-11 (Handicapped Persons Protection Act); N.C.G.S. 75B 1-7 (Discrimination in Business); N.C.G.S. 95- 151(OSHA); N.C.G.S. 95-28.1; N.C.G.S. 127B-10-15 (Discrimination Against Military Personnel); N.C.G.S. 130A-148(i); N.C.G.S. 126-16; N.C.G.S. 143-48 and 143-128; and all applicable federal and other state regulations.

WHEREAS, the Town of Valdese maintains the policy of providing equal employment opportunities for all persons regardless of race, color, creed, religion, sex, national origin, physical or mental disability, age, genetic information, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupational qualifications for employment.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1: In furtherance of this policy, the Town of Valdese prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

SECTION 2: The Town of Valdese shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

SECTION 3: Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the Mayor to assist in the implementation of this policy statement.

SECTION 4: The Town of Valdese shall develop a self-evaluation mechanism to provide periodic examination and evaluation. Every two years the results of the self- evaluation reporting on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Mayor. Records presented to the Mayor shall be maintained in the files and will be provided to NCDOC as needed.

SECTION 5: The Town of Valdese is committed to this policy and is aware that with its implementation, the community will receive positive benefits through the greater utilization and development of all its human resources.

SECTION 6: The Town of Valdese shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all the CDBG documents intended to be shared with the staff and the public.

SECTION 7: The Town of Valdese shall obtain commitment from contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 8: The Town of Valdese shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

PASSED BY THE TOWN COUNCIL OF VALDESE, NORTH CAROLINA.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ (Chief Elected Official)

ATTEST: \_\_\_\_\_ (Clerk)



## TOWN OF VALDEESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O.BOX 339

VALDEESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (888) 798-1022 | TOWNOFVALDEESE.COM

### Procurement Policy and Plan for CDBG Grantees

WHEREAS, the Town of Valdeese will comply with the terms and conditions of federal funding that is awarded and accepted, including, but not limited to, the terms and conditions of the Grant Contract, and the most recent version of the Procurement Policy of the North Carolina Department of Commerce's Community Development Block Grant Program (CDBG Program Procurement Policy}, attached;

WHEREAS, the States were advised by Housing and Urban Development (HUD) to develop their own procurement policies, and the CDBG Program has developed and adopted the attached policy (CDBG Program Procurement Policy) as reference for its grantee communities, using portions of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards," supplemented with NC General Statutes 143-64.31, 143-129, and 143-131; and 24 C.F.R. § 570.489(g), **which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 C.F.R. 570.489 (g), and 24 C.F.R. 570.607;**

WHEREAS, the Town, as the recipient of Federal CDBG funds, acknowledges its responsibility to and will adhere to the aforesaid CDBG Program Procurement Policy of the North Carolina Department of Commerce;

WHEREAS, the Town will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms, when those entities offer the best level of knowledge, skills and abilities for professional services, and when those entities offer the knowledge, skills and abilities and are the lowest cost responsive, responsible bidders in building trade and related services; and

WHEREAS, the Town will demonstrate contract cost and price awareness and adhere to awarding agency contract provisions (2 CFR Part 200, Appendix II, except for items F and J, which were not adopted by the CDBG Program, as allowed under 2 CFR Part 200.101(e)(1));

NOW THEREFORE, BE IT RESOLVED;

SECTION 1: All procurement of goods and services by the Town with CDBG grant funds shall be accomplished in accordance with the requirements of the CDBG Program Procurement Policy, and HUD implementing regulations at 24 CFR Part 570.489 (g) and (h), which prohibits cost plus a percentage of construction cost method of contracting for services.

SECTION 2: In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations including the Section 3 clause, per 2 C.F.R. 200.327 (Appendix II of Part 200), 24 CFR 570.489(g), 24 C.F.R. 570.607, or the North Carolina General Statutes Chapter 143 applying to procurement in general by North Carolina municipalities and counties.

SECTION 3: When Federal and State regulations are different, the more restrictive regulation shall apply to the procurement in question, as outlined in the CDBG Program Procurement Policy

SECTION 4: The Town will adhere to the following guidelines during procurement of goods and services using Federal funds:

- A. In all cases where goods or services are procured based on one bid or proposal received, the Town will follow established principles to verify the reasonable cost of the procurement and shall contact the State Agency supervising the grant program before making any contract award based on non-competitive negotiation. The Town shall follow all noticing and advertising requirements prior to accepting the single source respondent. Written permission from the CDBG Program shall be obtained prior to entering into a single source contract.
- B. Section 3 certified businesses, and historically underutilized businesses, including women-owned and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the Town. Firms shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- C. As applicable, appropriate and to the extent consistent with law, the Town shall, to the greatest extent practicable under a federal award, provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, Buy American preferences set forth in 2 C.F.R. part 184, for their infrastructure project.



SECTION 5: The Town will adhere to the following guidelines during procurement of professional service contracts:

- A. Professional services shall be procured through the use of Request for Proposals (administrative services) or Request for Qualifications (engineering services). Respondents offering administrative services shall be selected on the basis of the best qualified respondent for the price. Respondents offering engineering services shall be selected on the basis of the best qualified respondent, without regard for price. A written selection procedure shall be used to evaluate respondents, and those records maintained in the procurement files.
- B. The Town shall develop a written scope of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The selected engineering services respondent and the Town shall then enter into competitive negotiations to arrive at a mutually agreeable price for engineering services. All contracts awarded through competitive negotiations shall be awarded strictly on the basis of the written selection procedure.

SECTION 6: The Town will adhere to the following guidelines during procurement of construction contacts:

- A. Construction service contracts shall be competitively bid using sealed bids, with the award going to the lowest responsive, responsible bidder. A minimum of three bids shall be received prior to opening the sealed bids.

SECTION 7: Additionally, the Town will adhere to the following guidelines during all procurement:

- A. Prior to any contract award, the Town shall verify the consultant and/or contractor's eligibility to participate in a federally assisted program.
- B. No consultant or bidder shall assist in the development of the Request for Proposals, in the Request for Qualifications, nor the construction bid posting in which the consultant or bidder has a direct or indirect interest.
- C. No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has a direct or indirect interest. The Town shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- D. The Town shall request references or check references of contractors or firms who are awarded contracts with Federal grant funds and will request a written warranty for all goods and services provided through the small purchase's

procedure.

- E. The Town shall not award any contract for federally-assisted projects on a contingency or cost-plus-percentage of construction basis.
- F. The Town shall hold a pre-bid meeting and a pre-construction meeting for each construction project bid competitively using CDBG funds. Evaluation criteria for the bids may add points for attending the pre-bid meeting of contractors, but it is not a prerequisite.

PASSED BY THE TOWN COUNCIL, VALDESE, NORTH CAROLINA.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Chief Elected Official

ATTEST:

---

Town Clerk

## COMPLIANCE REQUIREMENTS (Revised in FY2024)

The local government is responsible for conformity with all Federal and State regulations governing the CDBG program. **CDBG-NR Program** applicants must comply with federal regulations and certify that, if funded, they will comply with all applicable laws and requirements in the **CDBG-NR Program** grant. Please refer to the Federal Certifications and State CDBG Regulations in the application for specific details. If you have questions about the documentation needed, please contact the CDBG-NR Program Grants Management Representative (GMR) for assistance.

Per the Housing and Community Development Act of 1974, as amended, the CDBG program has certain federal and state requirements that must be met. Local government project administrators should be familiar with the Act, along with the rules published in the Federal Register of November 9, 1992, under 24 CFR Part 570. NC Administrative Code requirements of 4 NCAC Subchapter 19L (NC Community Development Block Grant Program) must also be met.

It is important that applicants understand the commitment they will be undertaking with a CDBG grant. This description of the requirements and responsibilities of grantees should be read carefully. Please contact REDD Staff with any questions regarding federal program regulations. The following list is intended to provide local government and business CDBG program participants with a brief list of basic federal and state administrative requirements for compliance areas that must be addressed. *Please note that all compliance plans are local, not State, plans. For this reason, all required plans must be on local government stationary or format, rather than a state agency to be approved by REDD.*

### 1. Conflict of Interest

Per 24 CFR Part 570.489 (h), the following people or their immediate family members shall not have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the grant during their tenure or for one year thereafter: 1) employees or agents of the recipient who exercise any function or responsibility for the CDBG project, and 2) officials of the recipient including members of the governing body. The applicant will be asked to determine if a potential conflict exists. Questions regarding this item are in the program application. Please note that sub-recipients must comply with these regulations as well. Consult with REDD Staff regarding conflict-of-interest questions or North Carolina Community Development Block Grant Program Regulations (4NCAC 19L.Section.0914).

### 2. Citizen Participation

Applicants must certify in the application that they are following a written citizen participation plan that provides for access to information and participation in all stages of the project. This includes proper advertising of public hearings in the **non-legal** section of a newspaper with general circulation in the area, and timely access to meetings, information, and records related to the project. In addition to a minimum of two public hearings before submitting a final application, a third hearing is required prior to the formal close out of a grant after completion of all project activities.

Applicants must certify in their application that they are following a detailed citizen participation plan which provides for and encourages citizen participation at all stages of the project, from initial design and application through implementation and closeout.

This plan must provide for reasonable and timely access to meetings, information, and records; provide technical assistance to groups representative of low and moderate-income persons that request assistance; provide for public hearings at all stages of the community development program; provide timely written answers to written complaints; and provide for the needs of non-English speaking persons.

To meet the minimum requirements for citizen participation during the application phase, applicant must hold a public hearing to obtain citizens' comments at the beginning of the application process, and another hearing after the application is drafted but, prior to its submission to REDD. Public hearing notices must be published at least once in the non-legal section of a newspaper having general circulation in the area. **The notice must be published at least 10 days but no more than 25 days before the date of the hearing.**

The notice of public hearing to obtain citizens' views after the application has been prepared, but prior to its submission to REDD, must also contain a description of the proposed project(s), including proposed project location, activities to be carried out, and total costs of activities. The governing board of the applicant must conduct the public hearings.

*Please Note: Local governments must also provide citizens, especially residents of proposed project areas or ones whose homes will be included, an adequate opportunity to participate in the planning and development of CDBG applications beyond the public hearing requirements described above.*

Examples of actions applicants may take to ensure adequate citizen participation in the application stage includes meeting with community groups and leaders prior to public hearings, holding informational meetings for those citizens whose homes will be affected by the project and distributing notices of meetings and public hearings directly to them. Applicants may also choose to distribute public hearing notices to local community action agencies, legal services offices, and other public and private organizations.

Please note that the applicant certifies in the application Certification Form that it is following the requirements described in the first paragraph of this section for ensuring citizen participation, and that it will adopt a detailed written Citizen Participation Plan that includes these requirements if, the project receives the grant award. Applicants should refer to 4 NCAC 19L Section .1002(c) and (d) for information regarding the development and implementation of this plan.

If awarded, the grantee must have documentation on file of compliance with citizen participation requirements in the application process, 4 NCAC 19L.1002(b): publisher's affidavits of notices for and minutes signed by the town or county clerk of the two required public hearings.

### **3. Program Income**

Program income resulting from the CDBG project may be retained at the local level. For example, program income will result from loan repayments, or the sale of assets purchased with CDBG funds. Prior to expenditure of program income, the applicant must have a plan for reuse of program income approved by REDD.

### **4. Administration of Project**

If awarded, the grantee must meet minimal levels of supervision in implementing the project as follows:

- (a) Administrators of the project will give written status reports to the elected board at a minimum quarterly.
- (b) At least two people from the local government will review invoices and requests for payment to ensure accuracy and to ensure costs are allowable.
- (c) The local government manager reviews and signs off on all project reports.

- (d) All project files will be maintained at the local government offices and made available to citizens during regular business hours.

## 5. Audits/Compliance

CDBG grantees expending \$25,000 or more in a fiscal year are **required** to have funds audited for the CDBG program. CDBG funds can be used to pay for the CDBG portion of the audit provided the grantee has expended \$750,000 or more in the fiscal year in total federal awards (CDBG and other federal funds). If the grantee has expended less than \$750,000 in total federal awards, the grantee may budget local funds in the administrative line item in the CDBG application to pay for the CDBG portion of the audit and claim the local administrative funds as local commitment. All grantees that expend a total of \$750,000 in all federal assistance must submit the audit to the Federal Audit Clearinghouse.

## 6. Costs Associated with Preparation of the CDBG Application

Applicants that receive REDD funding approval for project(s) may charge the cost of application preparation to a current program if, procurement procedures consistent with 24 CFR 85.36 are followed. No more than \$3,500 may be charged to the CDBG program for the preparation of the application.

## 7. Procurement (**New as of July 10, 2023**)

The grantee must have a written Procurement Policy that meets the requirements specified in **2 CFR, Part 200.317-200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** at [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). The procurement procedures must reflect applicable State and local laws, should promote free and open competition, and describe efforts to encourage minority and female owned businesses to submit bids/proposals. Grantees must contract for the procurement of goods, services, and construction projects including design services.

The procurement of grant administrators occurs **after** an award is made, using the **Request for Proposal (RFP)** process. The contract for the grant administrator **cannot** be signed until you have a fully executed contract with the North Carolina Department of Commerce, Rural Economic Development Division.

As of July 10, 2023, CDBG grantees must enter a procurement solicitation for any contract over \$25,000 in the **EVP (electronic Vendor Portal)** formally known as the Statewide Interactive Purchasing System (IPS) as well as provide the information to the REDD Compliance Office. All notices must be posted in EVP at least three days before the procurement process begins. The local government must set up in EVP to post solicitation documents electronically. The process takes 15 minutes. The local government should contact N C Department of Administration at (888) 211-7440, option 2 or [www.evp.nc.gov](http://www.evp.nc.gov) for information. The use of EVP will be added to the program compliance monitoring process. Grantees must also ensure compliance with 24 CFR 85.36 Procurement Process in addition to the EVP requirement.

## 8. Equal Opportunity

Applicants are required to ensure that CDBG aided projects comply with equal opportunity and nondiscrimination laws and that people in protected categories are not excluded from project participation.

Applicants are required to take into consideration equal opportunity and non-discrimination laws in designing CDBG programs to ensure that people in protected categories are not excluded from participation, denied the benefit of, or subjected to discrimination under any program or activity funded

in whole or in part with CDBG funds. The recipient of CDBG funds must describe the actions it will take annually for each year the grant is open in the areas of enforcement, education and in the removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertising, compliance, and complaint tracking.

## **9. Fair Housing**

Recipients of CDBG funds will be required to comply with fair housing and non-discrimination laws and regulations. Applicants should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Applicants will be required to submit a Fair Housing Plan for the municipality and/or county. Applicants with 10,000 people or more will be required to complete an Analysis of Impediments to Fair Housing Choice Study. For each year that a CDBG project is active, a recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. For guidance for developing a Fair Housing Plan, grantees will refer to REDD Bulletin 10-25 (or any subsequent replacement versions).

## **10. Language Access Plan (LAP)**

Grantees have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons. Applicants will be required to submit a Language Access Plan using the approved recommended template from REDD. The plan will be submitted using municipality and or county using the thresholds established by REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

## **11. Local Economic Benefit (Section 3)**

Section 3 of the Housing and Urban Development Act of 1968, as amended, contains requirements governing programs providing direct financial assistance to public recipients and related contractors (or subcontractors). The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Effective November 30, 2020, HUD released new regulations found in 24 CFR Part 75 to shift the focus from new hires to labor hours. The new rule also established safe harbor benchmarks with a threshold requirement at 25% of all Section 3 labor hours.

For each year that a CDBG is active, a recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income and very low-income residents and businesses owned by low and very low-income people or to businesses that hire them within the CDBG assisted area to the greatest extent feasible. This strategy must include: (1) identification of construction-related training and technical assistance resources to prepare low-income residents for employment and contracting opportunities, (2) attempts to reach the 25% of labor hours set forth in the Section 3 regulation when the amount exceeds a threshold of \$200,000, and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program. Once applicants are awarded funds, recipients will be required to submit a Section 3 Plan using the approved REDD template. In addition, applicants will be required to coordinate additional activities as it relates to Section 3 with the REDD CDBG Compliance Specialist. More information is located on HUD Exchange at <https://www.hudexchange.info/programs/section-3/>

## **12. Environmental Review**

Recipients of CDBG funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58 and the NC State Environmental Policy

Act and complete an Environmental Review Record (ERR). Do not submit the Environmental Review Record (ERR) with the application. Please follow procedures outlined in REDD's Environmental Technical Assistance Handbook. Copies of the ERR can be secured from REDD. 24 CFR Part 58 (Environmental Regulations) require certain notices to be prepared and published by the local government applicant. This procedure is described in 24 CFR 58.40-47 and requires certain time periods to be allowed for public comment. REDD must receive evidence of the publication of these notices as well as a Request for Release of Funds and Environmental Certification. Upon REDD determination that the public comment periods have elapsed, REDD will issue a letter approving the release of funds. No CDBG funds for non-administrative activities will be released prior to the date of issuance of the letter approving the release of funds. Additionally, no construction-related bids can begin until the completion of the environmental review process and REDD issues a release of funds letter to the grantee. The CDBG Compliance Specialist should be contacted concerning questions with the environmental review process. [See Bulletins 24-01 on the radon policy, 24-02 on the Federal Flood Risk Management Standard \(FFRMS\), and 24-04 on Construction Bids and Choice-Limiting Actions.](#)

### **13. Floodplain**

Recipients must provide REDD with a certification on official letterhead (Local Government entity/municipality) signed by the CEO stating that the project area is not in a floodplain; or with certification that the recipient participates in the floodplain insurance program, all properties assisted in the project will be covered for floodplain insurance prior to beginning construction of the property, and all public facilities will be constructed to comply with the applicable floodplain regulations.

### **14. Section 504 of the Rehabilitation Act of 1973**

The local government applicant must complete a Self-Evaluation plan and Transition Plan (if required) as required by Section 504 to ensure that it does not discriminate by reason of a person's disability.

Recipients of CDBG funds are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the HUD implementing regulations at 24 CFR, Parts 8 and 9. The requirements of Section 504 apply to any recipient of federal CDBG funds for any program or activity carried out directly or through another recipient, successor, assignee, or transferee.

The Grant Agreement will require recipients to complete the Section 504 Survey and Transition Plan, covering policies, practices and physical accessibility and notify affected persons that it does not discriminate on the basis of handicap. (The latter notification action is a requirement if the recipient has 15 or more employees.) This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.

### **15. Residential Anti-Displacement and Relocation Assistance Plan**

A plan for residential anti-displacement and relocation must be documented or submitted with the application. All occupied and vacant occupiable low and moderate-income dwelling units demolished or converted to a use other than as low/moderate income housing must be replaced within three years of the commencement of the demolition or rehabilitation related to the conversion.

Once CDBG funds are awarded, recipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Compliance with the plan must be documented, including the information made public and the means used to make it public.

The plan must include a description of the activity, a location map, a time schedule, dwelling data on target and replacement homes, funding sources, a schedule for replacement or relocation and the basis



for concluding that replacement dwellings will remain low-moderate income for at least 10 years. A guide form for developing the plan should be obtained from REDD once an award is received.

**NOTE:** Due to potential changes regarding compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Section 104 (d) of the Housing and Community Development Act, potential projects involving acquisition, relocation, and demolition will be reviewed closely by REDD. Program Bulletin 94-1 will be revised, and other documents provided to clarify the new requirement.

When or if it is unclear as to whether the "contiguous lots" criterion is applicable, REDD will request a determination from HUD officials. Grantees are responsible for initiating the request with REDD and should allow 45 days for a reply.

#### **16. Americans with Disabilities Act (ADA)**

State and local governments are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA) which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.

Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504. REDD will continue to monitor for only Section 504 compliance until otherwise required by HUD.

#### **17. Lead-Based Paint Hazards**

Projects involving rehabilitation of residential structures require compliance with the federal Lead-Based Paint Hazard Reduction Act of 1992 and the "Lead-Based Paint Hazard Reduction Guidelines" issued November 1, 1993, by REDD. While residential structures are not likely to be involved with most SBEA projects, local government grantees are advised to determine state and county health requirements if there is any rehabilitation or demolition of structures that are likely to have lead-based paint present.

#### **18. Reporting**

Provide an update on the status of project activities, jobs created, and financial expenditures. REDD will expect participants to share their success stories with REDD. REDD requests copies of all published press articles, TV coverage, scheduled ribbon cuttings, and other events and milestones. Periodic photographs should document project stages, training, events, and successes.

An Annual Performance Report (APR) is due at the close of each calendar year and an annual financial audit of the CDBG program is due at the close of each fiscal year in which at least \$25,000 in CDBG funds were received. The audit may be performed in conjunction with the regular independent audit of the recipient and will contain an examination of all financial aspects of the CDBG program as well as a review of the procedures and documentation supporting the recipient's compliance with applicable statutes and regulations. A Final Performance Report and audit will be required prior to grant closeout.

#### **19. Monitoring**

REDD will monitor the project through mechanisms, including review of annual reports received from the grant recipient, through phone/email/letter correspondence, through receipt of all published press articles about the project as provided to REDD by the local government, and through on-site monitoring visits.



REDD staff will notify the grantee at least 30 days before on-site monitoring visits and the monitoring forms are located on the website at [www.commerce.nc.gov](http://www.commerce.nc.gov). Grantees are encouraged to complete the monitoring forms per the approved application activities and have the prepared forms ready for the monitoring visit. Any performance findings or administrative concerns resulting from the monitoring review must be mutually resolved before a grant can be formally closed.

## **20. Financial Management Requirements**

REDD will monitor the grantee to determine compliance with the financial management requirements. The review will determine if records are maintained in compliance with 2 CFR, Part 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and other State of North Carolina requirements. This monitoring is performed through desktop audit and at each on-site visit. Typically, ledgers, invoices, canceled checks, bank statements and requisitions are reviewed to see that the grantee has an adequate system of financial management. REDD staff may also make specific requests to review information or documentation relating to financial management of a grant.

## **21. SAM.gov Registration and FFATA**

All applicants MUST provide a screenshot of their Unique Identifier Number (UIN), from the sam.gov and confirmation the applicant is not disbarred by the Federal government, at time of application and registration status MUST be Active, without exclusions to be awarded a federal CDBG grant. Without evidence of an **active** SAM registration, the application is ineligible to receive HUD funds and will be disqualified.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 mandates specific reporting requirements for recipients of federal funds. Grants Administration is required by FFATA to submit information to the Office of Management and Budget (OMB) through an electronic Sub Award Reporting System (FSRS) on all grant awards \$30,000 or above.

Since REDD is required to report information as a part of FFATA for grants awarded after October 1, 2010, the SAM.gov registration will be required prior to submission of a CDBG application. Once obtained, the SAM.gov registration must be updated or renewed at least once a year. Rural Economic Development staff will monitor for compliance with this requirement.

## **22. Use of NC Licensed Professionals**

While not mandatory, REDD strongly recommends the use of North Carolina licensed professionals on all projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are \$30,000 and greater can **ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR**, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

## **23. Build America, Buy America Act (BABA)**

The **Build America, Buy America Act (BABA)** enacted as part of the Infrastructure Investment and Jobs Act, established a domestic content procurement preference for all Federal financial assistance obligated for some infrastructure, public facility, and housing projects. **BABA applies to the infrastructure, public facility, and housing projects that:**

- Include post FY2023 CDBG-NR funds **and**
- Contain iron or steel **and**

- Receive a total of CDBG and federal financial assistance **greater than \$250,000**.

All iron, steel, manufactured products, and construction materials used in covered infrastructure projects must be produced in the United States. This applies to all expenditures by a federal agency such as HUD to a non-federal entity (State of North Carolina) for an infrastructure, public facility, or project including construction, alteration, maintenance, or repair.

For housing rehabilitation projects, if an individual home receives \$250,000 or less in CDBG loans or grants and separate environmental reviews for each home BABA does not apply. If all homes in a program are included in a single environmental review, BABA does apply. The latter is the typical scenario in the CDBG Neighborhood Revitalization (CDBG-NR) program.

The HUD covered construction materials groups include all raw materials used in construction including:

- **Iron and Steel:** Includes materials that are primarily composed of iron or steel.
- **Identified Non-Iron and Steel Construction Materials:** Includes metals other than iron and steel (non-ferrous metals), plastic and polymer-based PCV pipe and tube (e.g., PVC pipe), lumber, and composite building materials. Does not include cement and aggregates (stone, sand, gravel).
- **Other Construction Materials:** Include glass, drywall, and other construction materials.
- **Manufactured Products:** A definition is forthcoming pending a proposed Office of Management and Budget (OMB) rulemaking.

BABA requirements flow with all CDBG funding. Local governments (grant recipients) and contractors must comply.

#### **24. Violence Against Women Act (VAWA)**

The Violence Against Women Act (VAWA) Reauthorization Act of 2022, which became effective October 1, 2022, includes a new requirement for Grantees (Grant Subrecipients) to support an individual's, including survivor's, right to seek law enforcement or emergency assistance. CDBG grants awarded on or after the effective date will be required to:

- "Report any of their laws or policies, or, as applicable, the laws or policies adopted by subgrantees, that impose penalties on landlords, homeowners, tenants, residents, occupants, guests, or housing applicants based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a property; and
- Certify that the grantee will comply with the VAWA requirements.

#### **25. Other Requirements and Attachments**

Recipients will also be required to comply with any subsequent requirements issued by HUD and/or REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, it will be returned to the local government.

- **Environmental Justice:** In accordance with Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity, analysis of compliance for this authority is no longer required. HUD recommends that when completing reviews, you include language under the Environmental Justice compliance heading and Environmental Assessment factor heading to indicate that compliance with the applicable authority/factor is no longer required.

## Recipient's Plan to Further Fair Housing

**Grantee:** Town of Valdese, NC

<b>Recipient's Mailing Address:</b>	PO Box 339, Valdese, NC 28690
<b>Recipient's Physical Address:</b>	102 Massel Ave SW, Valdese, NC 28690
<b>Contact Person:</b> Bo Weichel	<b>Contact Phone #:</b> 828.879.2123
<b>Contact Email:</b> bweichel@valdesenc.gov	<b>TDD #:</b> 1.800.735.0533

**I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.**

First Time \_\_\_\_\_ Past Activities   X  

**II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)**

- The primary obstacle to promoting fair housing in the Town of Valdese is the lack of affordable housing units in the community. Housing that is available is often times substandard according to building codes and energy efficiency standards.
- Another obstacle is the lack of knowledge of citizens about Title VIII. Many part-time landlords have no knowledge about fair housing, and, in particular, discriminatory advertising.

**III. Will the above activities apply to the total municipality or county?**

Yes   X   No \_\_\_\_\_

**If no, provide an explanation.**  
(Use additional pages as necessary)

**IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)**

**Grantee Name: Town of Valdese**

<b>Quarterly Fair Housing Activity</b>	<b>Months</b>	<b>Year</b>	<b>Estimated Cost</b>	<b>Actual Cost</b>
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxxx</i>	<i>\$xxxx</i>
The Town will publish a notice in the local newspaper, The News Harold, informing citizens of the Town's Fair Housing Procedure for receiving and resolving complaints. This notice will include the Town's TDD number.	Q1	2025	\$100	
The Town will sponsor announcements on the radio regarding Fair Housing laws and compliant procedures during the Fair Housing Month.	Q2	2025	\$0	
Fair Housing information will be distributed in the Town's newsletter.	Q3	2025	\$0	
Fair Housing pamphlets and posters will be placed in public buildings including the Town Hall.	Q4	2025	\$0	
The Town will provide Fair Housing information to local bank branches to distribute to their customers.	Q1	2026	\$25	
The Town will sponsor announcements on the radio regarding Fair Housing laws and compliant procedures during the Fair Housing Month.	Q2	2026	\$0	
Fair Housing information will be distributed in the Town's newsletter.	Q3	2026	\$0	
The Town will participate in the Fair Housing Workshop during the Annual Landlord & Tenant Meeting at the WPCOG.	Q4	2026	\$0	
The Town will provide Fair Housing information and pamphlets to realtors and encourage them to adhere fully with the Fair Housing Act and HUD's advertising by email.	Q1	2027	\$0	
The Town will sponsor announcements on the radio regarding Fair Housing laws and compliant procedures during the Fair Housing Month.	Q2	2027	\$0	
Fair Housing pamphlets and posters will be placed in public buildings including the Town Hall.	Q3	2027	\$0	
The Town will participate in the Fair Housing Workshop during the Annual Landlord & Tenant Meeting at the WPCOG.	Q4	2027	\$0	

**Additional Required Action Steps / Activities**

1. The Town shall adopt and publicize in the local newspaper, with the TDD# and/or TYY#, the local jurisdiction's fair housing complaint procedures and Fair Housing Officer contact information for housing discrimination complaints.
2. The Town shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all the CDBG documents intended to be shared with the public.

3. The Town shall post/display Fair Housing and Equal Housing Opportunity posters, with local Fair Housing Officer name, title, and contact information, and other additional information in prominent locations.

**V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)**

Individuals may report housing complaints to the FHO using the Housing Complaint Process outlined below. Contact information for the FHO is:

Jessica Lail, Town Clerk/HR Director  
828.879.2117  
[Jlail@valdesenc.gov](mailto:Jlail@valdesenc.gov)  
102 Massel Ave Sw, Valdese NC 28690

- 1) Any person or persons wishing to file a complaint of housing discrimination in the town may do so by **informing the town** administrator *of* the facts and circumstance of the alleged discriminatory acts or practice.
- 2) Upon receiving a housing discrimination complaint, the town administrator shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
- 3) The town administrator shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the *town/city/county*.
- 4) The town administrator shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

A summary of actions which may constitute housing discrimination, and instructions for completing and filing housing discrimination complaints will be made available to citizens at Town Hall, at 102 Massel Ave NW, Valdese, NC 28655.

In addition, individuals can file a housing discrimination using the HUD 903 Form and HUD 903-A Form (Spanish version) at the following locations:

1. HUD at [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint#\\_Information\\_About\\_Filing](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint#_Information_About_Filing)
2. NC Office of Administrative Hearings, Civil Rights Division at

<https://www.oah.nc.gov/civil-rights-division/housing-discrimination>

3. US Department of Justice Civil Rights Division at <https://www.justice.gov/crt>

## VI. AMENDMENTS

The Town shall amend and revise this Plan as required to keep current with state and federal fair housing and equal housing opportunity statutes and regulations, and local actions and activities to further the purposes of this Plan.

PASSED BY THE TOWN COUNCIL, VALDESE, NORTH CAROLINA.

**Approved By:**

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Name and Title of Chief Elected or Executive Officer	Signature	Date
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# Local Jobs Initiative

## Section 3 Plan

### Local Economic Benefit for Low- and Very Low-Income Persons

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Town of Valdese, NC

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*October 06, 2025-December 31, 2027*

#### I. APPLICATION AND COVERAGE OF POLICY

***The Town of Valdese*** is committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, the Town of Valdese has developed and hereby adopts the following Plan:

***The Town of Valdese*** will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include ***the Town of Valdese*** and portions of the immediately adjacent area.

***The Town of Valdese*** will be responsible for implementation and administration of the Section 3 plan. In order to implement the ***Town of Valdese's*** policy of encouraging local residents and businesses participation in undertaking community development activities, the ***Town of Valdese*** will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses.

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, ***the Town of Valdese*** will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The ***Town of Valdese*** will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre- bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Burke County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

## II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

***The Town of Valdese*** will take the following steps to assure that low-income residents and businesses within the community development project area and within ***Burke County*** are used whenever possible: (Describe below)

*Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses.*

Please check the methods to be used for the Section 3 program in your community:

☒ ***The Town of Valdese*** will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the ***Town of Valdese*** will maintain a list for individuals and business concerns inquiring information.

☐ Training and technical assistance will be provided by the local community college for low-income residents requiring skills to participate in community development project activities. Referrals will be



made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

☐ Low-income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the County Courthouse
- iii. County Board meeting when project activities and schedules are discussed
- iv. Open meetings of Project Advisory Committee when everyone in neighborhood is invited
- v. Notification to other agencies that provide services to low-income people.

☐ Other (describe):

***The Town of Valdese*** will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents
2. Encourage public works contractors to hire local area residents

***The Town of Valdese*** will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

### III. RECORDS AND REPORTS

***The Town of Valdese*** will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of State CDBG, and federal agencies access to books, records, and premises for purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

NC Commerce and any of its sub-recipients shall report annually the Section 3 numbers using the form HUD 60002 to State CDBG at the end of the calendar year as part of the Annual Performance Report (APR).

### IV. MONITORING COMPLIANCE

***The Town of Valdese*** may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

#### V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

**Bo Weichal, Assistant Town Manager**  
**(828) 879-2123**  
[bweichel@valdesenc.gov](mailto:bweichel@valdesenc.gov)  
**102 Massel Ave, Valdese, NC 28690**

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ (*Chief Elected Official*)

ATTEST: \_\_\_\_\_ (*Clerk*)

# 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

## SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE COMMUNITY DEVELOPMENT BLOCK GRANT

**Town of Valdese, NC  
102 Massel Ave, Valdese, NC 28690**

The Town of Valdese has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Americans with Disabilities Act (ADA) and by United States Department of Housing and Urban Development regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794).

Section 504 states, in part, that "no otherwise qualified individual with a disability ... shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Complaints should be addressed to: Jessica Lail, Human Resources Director, PO Box 339, Valdese, NC 28690 who has been designated to coordinate Section 504/ADA compliance efforts.

1. A complaint should be filed in writing or verbally (alternate method. of communication such as personal interview, tape recording, Braille, etc. are acceptable), contain the name and address of the person filing it and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within 90 days after the complainant becomes aware of the alleged violation. (Processing allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, will follow a filing of a complaint. The investigation will be conducted by Jessica Lail, Human Resources Director, who shall be appointed by the chief elected official. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by Jessica Lail, Human Resources Director, and a copy forwarded to the complainant no later than 90 days after its filing.
5. The Section 504/ADA coordinator will maintain the files and records of the Town of Valdese relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within 30 days to Bo Weichel, Interim Town Manager. The request for reconsideration may be mailed to PO Box 339, Valdese, NC 28690 or hand delivered at 102 Massei Ave, Valdese, NC 28690. The request will be promptly reviewed, and a final determination issued.

# TOWN OF VALDESE

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P.O.BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX ( 888) 798-1022 | TOWNOFVALDESE.COM



7. If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce, Community Development Block Grant (CDBG), 4346 Mail Service Center Raleigh, NC 27699-4336, Phone: (919) 814-4600.

8. The right of a person to a prompt and equitable resolution of the filed complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 or ADA complaint with the U.S. Department of Housing and Urban Development (HUD). Using this grievance procedure is not a prerequisite to the pursuit of other remedies.

9. These rules will be construed to protect the substantive rights of interested persons, meet appropriate due process standards, and assure that the Town of Valdeese complies with the ADA, Section 504 and their implementing regulations.

This information is available in Spanish or any other language upon request. Please contact Jessica Lail at 828.879.2117 or at 102 Massel Ave, Valdeese, NC 28690 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Jessica Lail al 828.879.2117 o en 102 Massel Ave, Valdeese, NC 28690 de alojamiento para esta solicitud.



EQUAL HOUSING  
OPPORTUNITY

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Town Clerk

## Providing Meaningful Communication with Persons with Limited English Proficiency

*Town of Valdese, NC  
October 06, 2025-December 31, 2027*

***The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.***

### **POLICY:**

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Town of Valdese will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

### **DEFINITIONS:**

***Limited English Proficient (LEP) individual*** – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

***Vital Documents*** – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

***Title VI Compliance Officer:*** The person or persons responsible for administering compliance with the Title VI LEP policies.

***Substantial number of LEP:*** 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

### **PROCEDURES:**

#### **1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE**

The Town of Valdese will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

## 2. OBTAINING A QUALIFIED INTEPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Jessica Lail, Town Clerk/HR Director  
828.879.2117  
102 Massel Ave Sw, Valdese NC 28690  
Jlail@valdesenc.gov

***(Note: The agency must notify the REDD Compliance Office immediately of changes in name or contact information for the Title VI compliance officer.)***

**Check all methods that will be used:**

- ☐ Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- ☐ Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- ☒ Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

***(Identify the agency(s) name(s) with whom you have contracted or made arrangements)***

The Western Piedmont Council of Governments has bilingual staff and will provide them at no cost.

Have/has agreed to provide qualified interpreter services. The agency's telephone number is 828.322.9191, and the hours of availability are Mon-Thu 8:00am-5:00pm and Fri 8:00am-11:30am.

☐ Other (*describe*):

**All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.**

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

### **3. PROVIDING WRITTEN TRANSLATIONS**

- i. The Town of Valdese will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the Town of Valdese will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

### **4. PROVIDING NOTICE TO LEP PERSONS**

The Town of Valdese will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Notices will be posted at Town Hall and the Recreation Center.

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Notification will be provided by outreach documents.

### **5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION**

On an ongoing basis, The Town of Valdese will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The Town of Valdese will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

#### **I. Compliance Procedures, Reporting and Monitoring**

##### **A. Reporting**

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

##### **B. Monitoring**

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

## **II. Applicant/Recipient Complaints of Discriminatory Treatment**

### **A. Complaints**

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/cd/community-investment/forms-resources/compliance-plans-and-templates>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

### **B. Resolution of Matter**

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.



SUBMITTED AND ADOPTED BY:

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Name of Mayor or Chairman of Board

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Signature of Mayor or Chairman of Board

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Date

### ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)

Grantee Name:	<b>Town of Valdese, NC</b>
Time Period for this Plan:	<b>October 06, 2025-December 31, 2027</b>
Grantee's Mailing Address:	<b>PO Box 339, Valdese, NC 28690</b>
Grantee Physical Address (if different than mailing):	<b>102 Massel Ave SW, Valdese, NC 28690</b>
Contact Person and Title (Fair Housing Officer):	<b>Jessica Lail, Town Clerk/HR Director</b>
Contact Email:	<a href="mailto:jlail@valdesenc.gov">jlail@valdesenc.gov</a>
Contact Phone Number:	<b>(828) 879-2117</b>
TDD and/or TYY Number:	<b>1-800-735-0533</b>

<b>Check one:</b>	
Initial AI	X
Amended AI	
Renewal AI	



Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
(Chief Elected Official)

ATTEST: \_\_\_\_\_  
(Clerk)

## **GRANT RECIPIENT**

### **ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE (AI)**

#### **I. INTRODUCTION**

The Department of Housing and Urban Development (HUD) is committed to eliminating racial and ethnic segregation and other discriminatory practices in housing and will use all its programmatic and enforcement tools to achieve this goal. The fundamental goal of HUD's fair housing policy is to make housing choice a reality through fair housing planning. Fair housing planning involves three main steps:

1. Conducting an analysis of impediments to fair housing choice within the jurisdiction;
2. Taking meaningful actions to overcome the effects of any impediments identified through the analysis; and
3. Maintaining records reflecting the analysis and actions taken.

This report is the Analysis of Impediments to Fair Housing Choice (AI). This analysis has been completed for the Town of Valdese CDBG-NR Berrytown Waterline Project to begin July 1, 2025. This AI and AFFH Plan will be incorporated into the Town of Valdese's CDBG Policies and Procedures.

The AI is a review of impediments to fair housing choice in the public and private sector. It involves a comprehensive review of the jurisdiction's laws, regulations, policies, procedures, and practices; and an assessment of how those laws, etc. affect the location, availability, and accessibility of housing. In addition, it includes an assessment of conditions, both public and private, affecting fair housing choice for members of the protected groups.

Specifically, impediments to fair housing choice are any actions, omissions, or decisions, which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

The AI includes an analysis of demographic data and a housing needs assessment. It then includes an analysis to determine the nature and extent of discrimination against the protected groups within the jurisdiction. The format used to conduct this analysis is a fair housing planning model developed for use by local government CDBG grantees by the North Carolina Department of Commerce.

#### **II. SOCIO-ECONOMIC BACKGROUND DATA AND ANALYSIS**

##### **A. Community Profile** *(local government information, etc.)*

The Town of Valdese (pop. 4,689) is located in eastern Burke County, North Carolina and is a part of the Hickory-Lenoir-Morganton MSA. The town is approximately 7.6 miles to the east of the City of Morganton (pop. 17,474) and 13.8 miles to the west of the City of Hickory (pop. 43,490). US Highway 70 runs east and west through downtown Valdese and serves as the community's Main Street. Additionally, Interstate 40 runs along the southern edge of the town. The town borders

Rhodhiss Lake and the Catawba River for approximately 4 miles to the north and boasts a number of outdoor recreation amenities.

The town was settled in 1893 by a group of Waldensians from the Cottian Alps region of Northern Italy. This Waldensian heritage remains a strong component of the community's collective identity and culture.

**B. Demographic Profile** *(local government, compare with county and state data)*

	<b>Town of Valdese</b>	<b>Burke County</b>	<b>North Carolina</b>
American Indian/Alaskan Native	2 (0.04%)	1,337 (1.53%)	130,032 (1.25%)
Asian	160 (3.41%)	3,168 (3.62%)	343,051 (3.29%)
Black/African American	78 (1.66%)	4,854 (5.54%)	2,140,217 (20.5%)
Native Hawaiian/Pacific Islander	10 (0.21%)	7,184 (8.2%)	8,518 (0.08%)
Some Other Race	91 (1.94%)	3,829 (4.37%)	617,390 (5.91%)
Two or More Races	197 (4.2%)	4,641 (5.28%)	711,721 (6.82%)
White	4,151 (88.53%)	69,671 (79.56%)	6,488,459 (62.15%)
Hispanic/Latino	161 (3.43%)	7,184 (8.2%)	1,118,596 (10.72%)
Not Hispanic/Latino	4,097 (87.37%)	68,664 (78.41%)	6,312,148 (60.46%)
<b>Total Population</b>	<b>4,689 (100%)</b>	<b>87,570 (100%)</b>	<b>10,439,388 (100%)</b>
Median Age	53.2	45.2	39.4
Total 65+ Population	26.2%	22.2%	17.7%
Median Household Income	\$61,250	\$53,739	\$70,804
Population in Poverty	8.8%	17.7%	12.8%
Total Households	1,775	34,375	4,034,685
Households Below 80% of Median Income	36.6%	39.6%	41.2%
Persons Identified with Disabilities	650 (17.8%)	14,815 (16.4%)	1,661,440 (13.6%)
Total Low Income Census Tracts	0	0	0
Total Minority Census Tracts	0	0	0
Total Minority/Low Income Census Tracts	0	0	0
Source: <a href="https://data.census.gov/">https://data.census.gov/</a> (2020 Census, 2023 ACS)			

**C. Education and Economic Profile** *(local government, compare with county and state data)*

	<b>Town of Valdese</b>	<b>Burke County</b>	<b>North Carolina</b>
Educational Attainment (Bachelor's Degree or higher)	37.9%	19.9%	36.8%
K-12 Enrollment	89.5%	76.4%	67.3%

Employment Rate/Labor Force	55.7%	55.0%	59.5%
Unemployment Rate (11/24)	-	4.0%	3.7%
Source: <a href="https://data.census.gov/">https://data.census.gov/</a> (2020 Census, 2023 ACS)			

According to US Census Bureau data, the largest industries in the Town of Valdese ranked by total employed are Educational Services and Health and Social Assistance (22.8%), Retail Trade (15.7%), Manufacturing (15.3%), Construction (11.0%), and Professional, Scientific, and Management, and Administrative and Waste Management Services (9.9%).

### III. ANALYSIS TO DETERMINE DISPROPORTIONATE HOUSING NEED

#### 1. Housing Profile *(local government, compare with county and state data)*

	Town of Valdese	Burke County	North Carolina
Median Gross Rent	\$627	\$786	\$1,245
Homeownership Rate	76.0%	73.2%	66.3%
Total Housing Units	2,135	39,525	4,708,710
Vacant Housing Units	185 (8.67%)	4,385 (11.09%)	547,854 (11.8%)
Owner Occupied Housing Units	1,197 (56.07%)	20,658 (52.27%)	2,118,765 (45.0%)
Median Home Value (12/24)	\$229,230	\$241,206	\$327,482
MHV 12-Month Change	+5.1%	+4.9%	+2.0%
Source: <a href="https://data.census.gov/">https://data.census.gov/</a> (2020 Census, 2023 ACS), <a href="https://www.zillow.com/home-values/">https://www.zillow.com/home-values/</a>			

According to the NC Housing Coalition, an average of 21% of households in Burke County are cost burdened with 40% of renters and 16% of homeowners reporting difficulty affording housing. The county ranks at #61 out of North Carolina's 100 counties for evictions with 447 families facing evictions and 86 facing foreclosure over the past year. NCHC also notes that these conditions may not fully capture the impacts of Tropical Storm Helene on housing in the county.

The Median Property Value in the Town of Valdese is \$160,500 with a Median Property Tax payment of \$1,472. The Median Year of Structure Built for homes in the town is 1970.

### IV. ANALYSIS TO DETERMINE THE NATURE AND EXTENT OF DISCRIMINATION

#### 1. Analysis of the Level of Segregation and Spatial Isolation *(provide answers to the following and how/where you received the information)*

##### 1. Are there areas of minority concentration within your jurisdiction?

The Town of Valdese falls within four Census Tracts – 208.01, 209.01, 209.02, and 212.01. The project area for the Berrytown Waterline Project lies entirely within CT 208.01 which has the highest concentration of minority residents within the community. CT 208.01 has a Black or African American population of 6.7% while the other three tracts have the same demographic at 3.2% or less. (US Census Bureau 2020 Census)

See attached Map #1.

2. What is the county tier your community is located in?

In 2025, Burke County is designated as Tier 2. (NC Commerce)

See attached Map #2.

2. **Historical Incidences that Contribute to Current Housing Patterns** *(provide answers to the following and how/where you received the information)*

1. History of public policy decision on segregation within the community.

Burke County and the Town of Valdese have historically had a relatively small percentage of non-white residents. However, the minority populations that do exist within the county have typically resided to the western portion of the county and around the City of Morganton which is the county seat and largest town. While no public policy within the Town of Valdese endorsing segregation can be traced, it is nearly certain that there would have been both formal and informal rules around segregation in the community as was the standard in the region during the 20<sup>th</sup> century.

2. Number of farms that utilize migrant workers and its effects on housing patterns.

According to the Burke County NC Cooperative Extension Office, approximately 135 farms in the county utilize migrant workers. These workers are typically seasonal with the period of highest demand being April through September. Due to the lack of affordable housing in the region, some farms provide housing for these workers, however, the demand for seasonal housing is often greater than what is available.

3. Industry contributions to current housing patterns.

Burke County and the Town of Valdese have historically been known for furniture and textile manufacturing. In the early part of the 20<sup>th</sup> century, many businesses in these industries constructed mill housing for their workers. These houses were typically located close to the industrial areas and were prioritized for white workers. Many of these homes still exist in the area, however, the conditions may vary with many needing major updates to meet modern standards.

3. **Discrimination in the Rental Market** *(provide answers to the following and how/where you received the information)*

1. Are there any zoning requirements that have the effect of limiting the availability of rental units within the jurisdiction?

There are no zoning requirements that have the effect of limiting the availability of rental units within the jurisdiction.

2. Where are the rental units located? Are they located in areas of minority concentration?

Rental units in Valdese are scattered throughout the community. They are not concentrated in any one area of the town.

3. Where are the public housing units located?

There are two public housing complexes in the Town of Valdese. Agape Retirement Home is located just west of downtown and includes 30 one-bedroom apartments for seniors. Valdese Village Apartments is located to the southeast of downtown and includes 34 low-income apartment units and accepting Section 8 Rental Assistance.

4. Determine what barriers exist for protected class members in the rental market.

The primary barriers for protected class members in the rental market is the lack of available rental units as well as the affordability of existing units.

5. Are vouchers and Section 8 certificate holders able to find housing throughout the community? If not, identify the barriers that face them.

The Western Piedmont Council of Governments administers the Section 8 Voucher program for the Valdese Housing Authority. Section 8 Voucher holders are allowed to search for and secure housing anywhere in WPCOG's 4-county service area. However, housing units are subject to an affordability check that will not allow renters to pay over 30-40% of their household income toward rent and utility expenses, so the units cannot generally exceed the cost of our HUD issued Payment Standards.

Because some landlords and owners can get higher amounts of rent from the general unassisted private market, voucher holders do have challenges finding rentals that are affordable, with a landlord is willing to work with the payment standards and voucher program, and that meet HUD's Housing Quality Standards for safe and secure housing.

In summary, the main challenges facing Section 8 Voucher holders are:

- A shortage of landlords that are willing to accept a Voucher
- A shortage of affordable housing
- A shortage of housing that will meet the federal regulations around decent, safe, and sanitary conditions due to local housing stock being generally older

6. Is steering an issue for protected class members?

There is no known evidence of steering being an ongoing issue in the community. However, a survey of local renters is needed to determine the extent of discrimination in the local housing market.

7. Is housing available for families with children and persons with disabilities?

According to the US Census Bureau, 17.8% of individuals in the Town of Valdese have an identifiable disability. This does present a concern regarding accessible housing units. As mentioned previously, there is a shortage of housing units in the region, and, of the existing housing units, many are older and in sub-par condition. Older housing stock is less likely to have been constructed to modern accessible standards.

There are also concerns with adequate housing supply for families with children due to the housing shortage. Of the existing housing stock, even fewer are homes with 3 or more bedrooms that can comfortably house a family with children.

**4. Discrimination in the Sales Market** *(provide answers to the following and how/where you received the information)*

1. Does the local association of realtors have an MLS service?

Yes.

2. Is the local association of realtors a VAMA signatory?

No.

3. Is there any evidence of protected class members steering or blockbusting within the local market?

No.

4. What are the relative housing values for minority and non-minority communities of similar economic composition?

Housing values appear to be relatively consistent throughout the community.

5. Identify any barriers to home ownership opportunities within your jurisdiction.

Lack of credit or poor credit ratings and lack of knowledge of the home buying process are the primary barriers to home buying. This knowledge includes the actual process of applying for a loan, maintaining good credit, selecting a home, home maintenance, and financial responsibility for owning a home.

**5. Discrimination in Financing** *(provide answers to the following and how/where you received the information)*

1. Are local lenders signatories of HUD's best practices program?



No.

2. Examine the Home Mortgage Disclosure Act information in your area. Is there evidence of higher denial rates for protected class members?

The most recent HMDA data from 2017 shows a total of 1,149 loan applications that year in Burke County. Of those with reported income, 470 (42%) were applications from Low- and Moderate-Income individuals. Of those reporting race, 77 (7%) were minority applicants. Out of the 1,149 loan applications, 100% reported that the loan was originated.

3. Is there evidence of illegal redlining?

No.

4. Are banking services available on an equal opportunity basis?

There is only one bank located in the Valdese town limits. Two credit unions are located just to the east and west of the town. A variety of additional banking services are located in the nearby Cities of Morganton, Lenoir, and Hickory. See attachment 3.

5. Examine the community needs assessment and community reinvestment activities of local banks to determine the adequacy of these activities as compared to community needs as determined through the jurisdiction's planning process.

Thirty-two banks are participating with Burke County and the Unifour Consortium (a HOME Program participating jurisdiction) as lenders offering lower interest rates and/or reduced closing costs for participants of the HOME downpayment assistance program. Seven of these banks are located in Burke County.

6. Do local financial institutions participate in housing projects or in the funding of housing related services sponsored by the jurisdiction?

Yes.

**6. Discrimination in the Building and Construction Industry** *(provide answers to the following and how/where you received the information)*

1. Do local building codes include the requirements of the Federal Fair Housing Act?

No. Burke County provides building inspections to all jurisdictions within the county and has adopted the State of North Carolina Building Codes.

2. If not, how are local builders and architects made aware of these requirements?

The local home builders' association receives information on fair housing and accessibility directly from HUD and makes it available to its members as needed.

3. How many single-family and multi-family dwellings funded by local (including non-for-profits), state, or federal funds have been built in the past 20 years?

In the past 20 years, the regional HOME Consortium reports having funding 37 single-family homes and four multi-family complexes comprised of 262 total units in Burke County. Other funding programs, such as the NC Housing Finance Agency, may have data on additional projects.

4. Are they compliant with FFHA requirements? ADA requirements? Section 504?

All projects completed with federal funding are compliant with all federal requirements. No data exists to verify that projects completed with local or state funds are compliant. Site visit surveys would need to be conducted to make this determination.

5. Is the local homebuilders' association a VAMA signatory?

The National Homebuilders' Association is a VAMA signatory which covers local chapters.

6. Is there an identified community need for persons with disabilities?

Yes. As mentioned previously, much of the existing housing stock in the community predates FFHA and ADA requirements. Therefore, accessible housing in the community is limited.

7. Is there an identified community need for the construction of more affordable housing?

Yes. Affordable housing is identified as a major concern for the region in the Western Piedmont Council of Governments Community Economic Development Strategy (CEDS) 2022. Housing Affordability was also a major concern identified by the public in a survey conducted as part of the Town of Valdese 2024 Strategic Plan.

**7. Environmental Justice Discrimination** *(provide answers to the following and how/where you received the information)*

1. Identify the location of hazardous materials within the community. Are they located disproportionately in areas of minority and low-income concentration?

The NC Department of Commerce identifies three toxic waste sites within the Town of Valdese. They are not concentrated in any one area of town. The sites include:

1. Meridian Specialty Yarn Group, Inc (large quantity generator)
2. CVS Pharmacy (small quantity generator)
3. Saft America, Inc (small quantity generator)

2. Identify any superfund sites within your jurisdiction. Are they located disproportionately in areas of minority or low-income concentration?

According to US EPA, there are no superfund sites in Valdese or Burke County.

3. Identify any areas without public water and sewer services. If there are areas, why are they lacking public services? Are they located disproportionately in areas of minority or low-income concentration? Identify local efforts to provide public services.

The Town of Valdese provides comprehensive water service throughout the community. This project is intended to address water capacity concerns in the Berrytown Community of Valdese which has a higher concentration of minority and low-moderate income individuals. The project will achieve this by replacing outdated, 2-inch water lines with new, 6-inch water lines to improve pressure for residents and increase fire safety through upgraded fire hydrants.

4. Identify any local, state or federal efforts to remove environmental hazards.

There are no known environmental hazards that need to be addressed as a part of this project.

5. What barriers exist to remove environmental hazards from the community?

Should environmental hazards be found that need to be addressed, the most significant barrier would be funding for the removal and/or cleanup.

**V. FAIR HOUSING ENFORCEMENT** (*provide answers to the following and how/where you received the information*)

1. Does the community have a fair housing ordinance?

Yes.

2. What mechanism exists for citizens to file a complaint alleging illegal discrimination in programs or services funded by your jurisdiction?

The town code of ordinances states:

*(a) Any person who contends that the provisions of this chapter have been violated may file a written complaint under oath with the town zoning administrator. Within a reasonable time after the complaint has been filed, the zoning administrator shall make a determination of the merits and reasonableness of the complaint, and shall attempt to adjust the grievance between the parties. The administrator will report all findings to the town council.*

*(b) The town council will, upon enactment of this chapter, serve as the fair housing board. The town council shall adopt rules governing fair housing proceedings, and shall set aside time during regularly-scheduled council meetings for the hearing and ruling of fair housing complaints.*

*(c) If the complaint or grievance is not resolved by the parties through the administrator, either party to the alleged complaint or the administrator, may appeal to the fair housing board. The appeal shall be taken within a reasonable time as provided by the rules of the board. Upon an appeal being properly filed, the zoning administrator shall forthwith transmit to the board all paper constituting the record of the matter.*

### 3. Do you have an Affirmative Marketing Plan?

Each CDBG project has Policies, Procedures, and Plans which include the marketing procedures of the grant. Any project without a defined project area is marketed to the entire population of the county in a fair and equitable manner.

### 4. The number of discrimination complaints files against your jurisdiction with in the past two years and the results on any investigations.

There have been no complaints filed over the past two years.

### 5. The number of discrimination complaints filed with the NC Human Relations Commission or HUD originating in your jurisdiction and the results of any investigations.

There have been no complaints filed over the past two years.

### 6. The number of findings related to Fair Housing or Equal Opportunity issued against your jurisdiction and the corrective action taken.

There have been no complaints filed over the past two years.

## VI. **FAIR HOUSING EDUCATION AND OUTREACH EFFORTS** *(provide answers to the following and how/where you received the information)*

### 1. Identify all resources available for promotion of fair housing and equal opportunity.

There are two local newspapers and three local radio stations serving Valdese, NC. Fair Housing posters and pamphlets are distributed at the Valdese Town Hall, Burke County Administrative Offices, East Burke Senior Center, Burke County Department of Social Services, and local banks.

2. How are citizens made aware of these activities?

Fair Housing notices are published in the local newspaper.

3. List all such activities during the past two years. What were the results of these activities?

The town publishes the HUD Fair Housing logo and Equal Employment Opportunity (EEO) language in its newspaper advertising. Radio Public Service Announcements (PSA's) are played on WMNC in April as part of Fair Housing month. Two public notices were run in The News Herald informing citizens of Fair Housing rights and procedures. The CDBG Office maintains a list of local realtors who are available to assist in locating housing for anyone needing assistance. Letters were sent to area realtors from the mayor informing them of the town's commitment to Fair Housing opportunity. Fair housing pamphlets were enclosed with the letters. REDD reported no compliance findings.

In most CDBG grants, applicants are preselected when the grant is submitted. This most likely has contributed to the lack of complaints stemming from these programs. The town council holds an annual public hearing to announce the availability of CDBG programs. The town council meetings are livestreamed on the town's YouTube channel and available to watch in perpetuity.

**VII. EXAMINATION OF PUBLIC POLICY AND PROGRAMS** *(provide answers to the following and how/where you received the information)*

1. Do current site selection policies have a disproportionate impact based upon a protected basis? If so, is there a nondiscriminatory reason for this policy and is there an alternative that would have a less discriminatory impact?

Site selection policies do not appear to have a disproportionate impact on protected classes. The town works closely with Burke Development Inc. for industrial site selection. Sites are typically selected based on proximity to existing infrastructure.

2. Are municipal and/or county services equitably distributed throughout the community?

Municipal services are provided on an equitable basis to all citizens. The town strives to address any areas where services may be sub-par, as is the case with this grant project.

3. Are there any zoning requirements that have the effect of limiting housing opportunities to protected groups?

There are no specific zoning requirements that have the effect of limiting housing opportunities for protected groups.

4. Are there any community development or public housing authority activities or programs that have the effect of perpetuating segregation?

There are no community development or public housing activities or programs that are expected to have the effect of perpetuating segregation.

5. Is the Board or Commission representative of the community?

The Valdese Town Council is elected based on wards in an effort to ensure all regions of the community are represented. The council races are non-partisan, and the current board is made up of three men and three women. There is no minority representation on the board.

**VIII. BARRIERS TO EQUAL HOUSING OPPORTUNITIES**

Identify and discuss the barriers to equal housing opportunities in your community and how they will be addressed through actions/activities.

1. Affordability. Housing affordability is a concern throughout the region. Members of minority groups and those with disabilities have lower incomes on average. Affording a home, whether rental or owned, is often a barrier to housing choice.

2. Fair housing awareness. Lack of knowledge about fair housing rights and persistent cultural attitudes that encourage separation impede fair housing. Lack of funding for testing and enforcement and reluctance of victims to pursue legal remedies can be barriers to fair housing.

Education of property owners, landlords, builders, and lenders about fair housing must also be addressed. There is a lack of knowledge and, consequently, a fear by the private sector in addressing fair housing issues. They also fear the costs that may incur if changes are needed to make units accessible.

3. Housing Availability. There is a current shortage of all housing types throughout the region – including within Valdese. Specifically, the limited availability of affordable housing is an impediment because members of protected classes are more likely to be economically disadvantaged. For persons with disabilities, there are not enough accessible and affordable units.

4. Education. Individuals in protected classes often face challenges with the process of buying a home. This process includes finding a suitable home, choosing a realtor, applying for a mortgage, budgeting, and home maintenance.

5. Accessibility. For persons with disabilities, there is difficulty in finding a home that is readily accessible and does not require additional, costly modifications.

6. Credit Counseling. Minority mortgage applicants are more likely than white applicants to be denied a mortgage loan. Given that HMDA data does not provide any credit history of minority applicants that were denied mortgage loans, it is assumed that minority applicants are experiencing greater challenges with credit applications.

## **IX. APPENDICES**

1. Map #1 – 2020 US Census Demographic Data Map Viewer
2. Map #2 – NC County Tier Designations 2025
3. Attachment #3 – List of Banks in proximity to Valdese, NC
4. Attachment #4 – List of Media Providers in proximity to Valdese, NC
5. Attachment #5 – Valdese Strategic Plan 2024

# 2020 Census Demographic Data Map Viewer



100 of 219

Population

Race alone, not Hispanic or Latino

Race alone, Hispanic or Latino

Race alone or in combination, not Hispanic or Latino

Race alone or in combination, Hispanic or Latino

Legend

Percent Black or African American alone or in combination, not Hispanic or Latino by census tract

70.0 or more

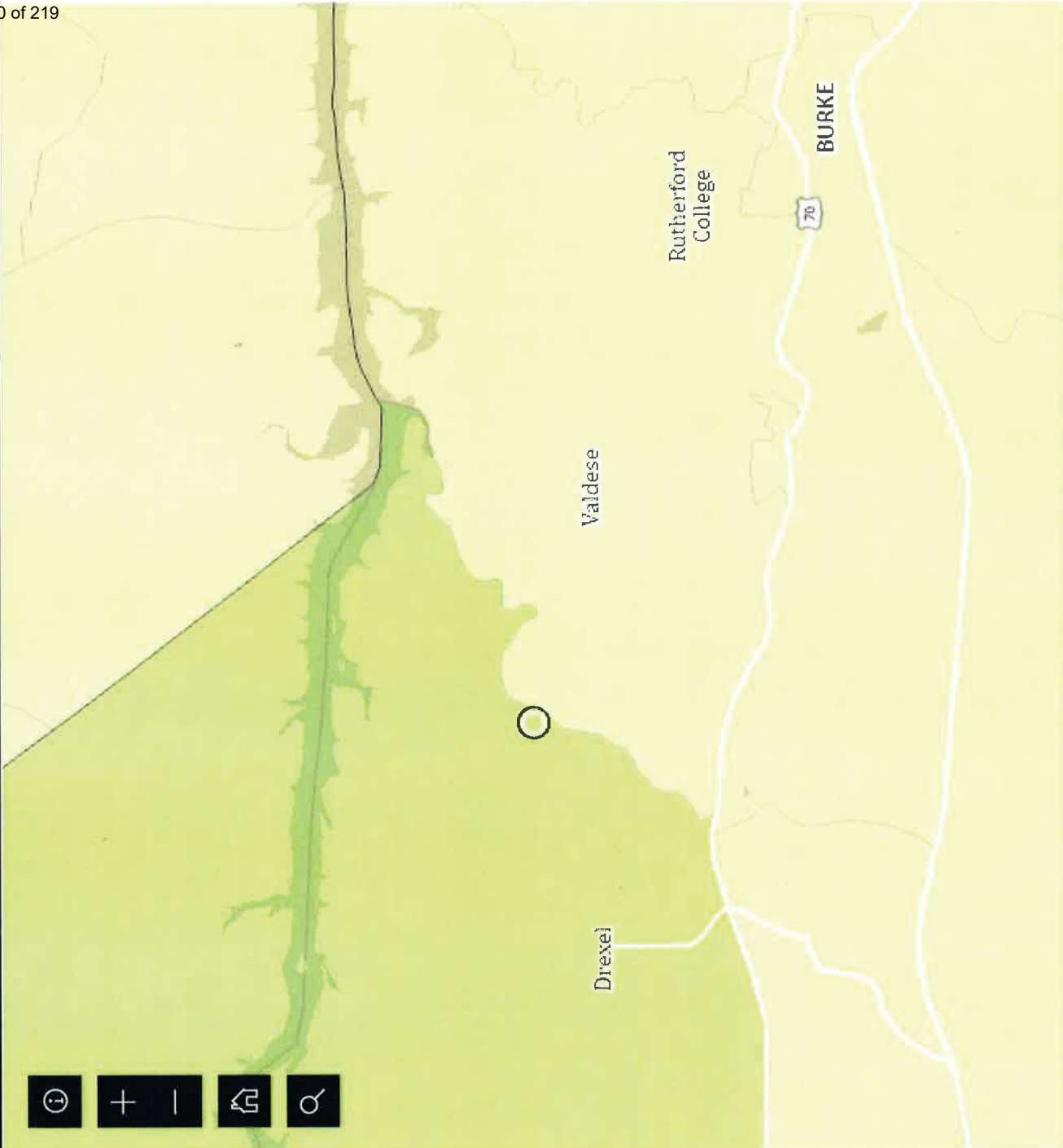
40.0 to 69.9

20.0 to 39.9

6.0 to 19.9

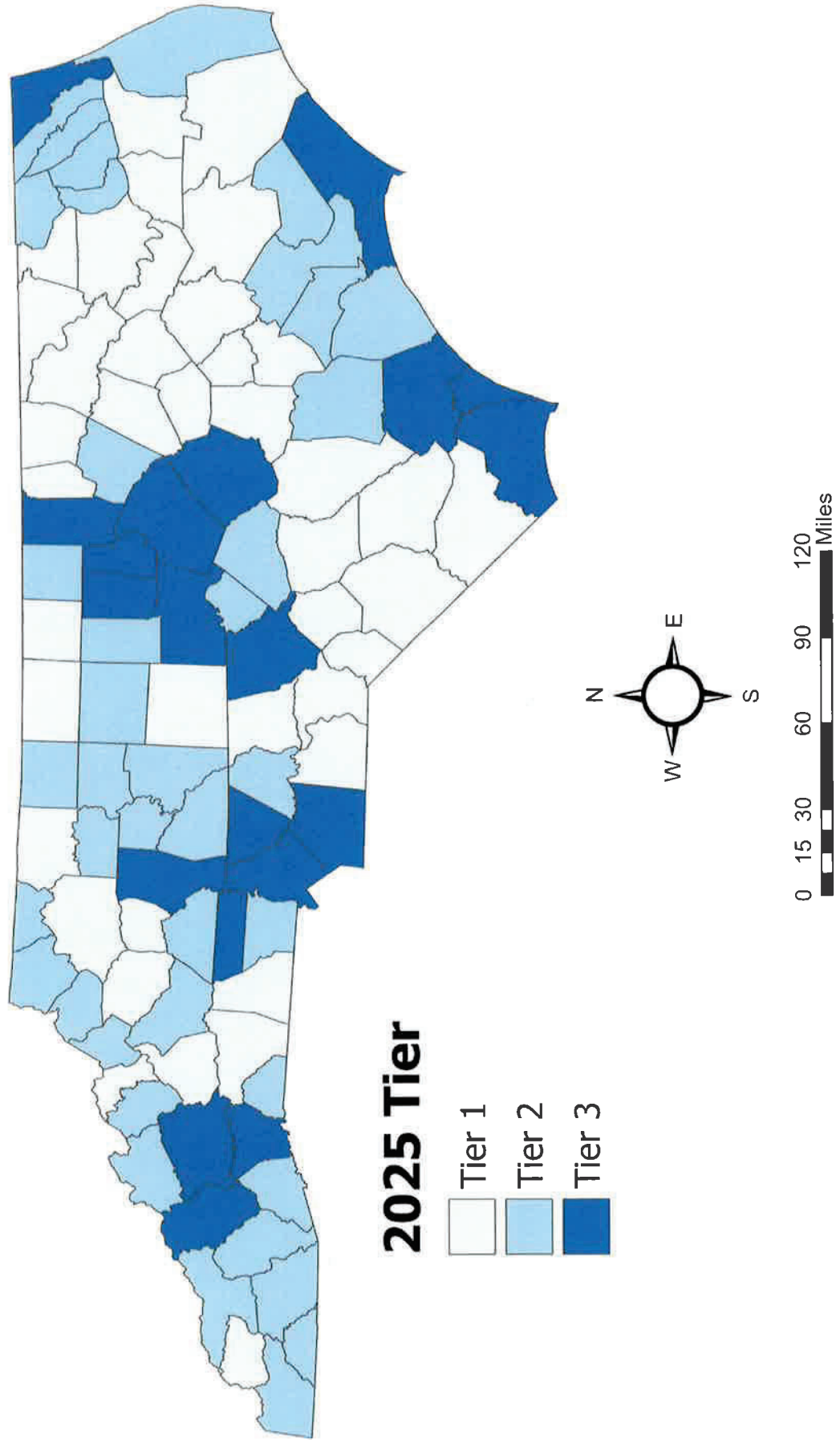
Less than 6.0

No population





# 2025 County Tier Designations



### **Banks in proximity to Valdese, NC**

**First Citizens Bank**

280 Main St W  
Valdese, NC 28690  
828.874.2147

**Members Credit Union**

835 Main St W  
Valdese, NC 28690  
828.874.3900

**State Employees' Credit Union**

411 Malcolm Blvd  
Connelly Springs, NC 28612  
828.874.7070

**Media Providers in proximity to Valdese, NC****The News Herald** (newspaper)

3078 US Highway 70

Morganton, NC 28655

828.437.2161

**The Paper** (newspaper)

110 S Sterling St

Morganton, NC 28655

828.445.8595

**WMNC/The Big Dawg 92.1FM** (radio)

1103 N Green St

Morganton, NC 28655

828.437.0521

**WCIS** (radio)

2828 NC-126

Morganton, NC 28655

828.584.3076

**WSVM Radio 96.5FM** (radio)

225 Main St W

Valdese, NC 28690

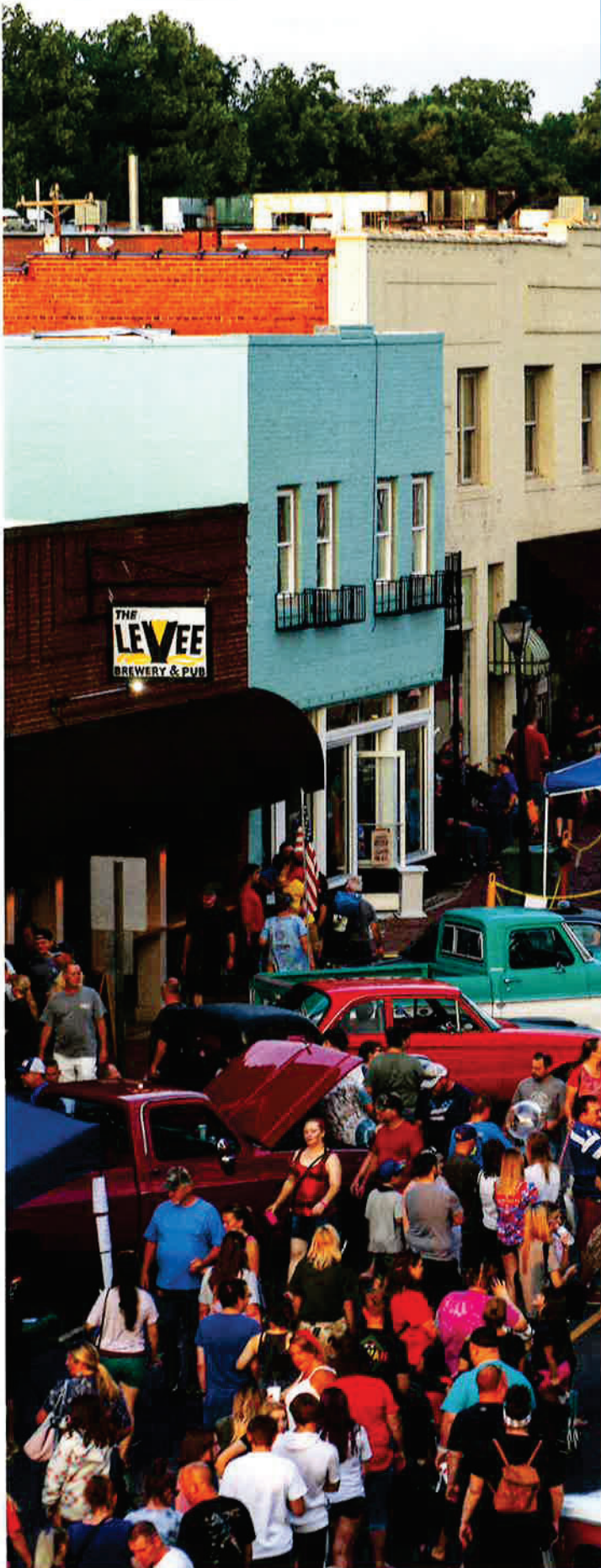
828.475.6980





# VALDEESE 2024 STRATEGIC PLAN

ADOPTED: MARCH 18, 2024





The Town Council acknowledges its role in vision and action planning for the future of the Town and pledges that this document will be a living, changing, and evolving document to help guide the Town's path to the future.

**Mayor**  
Charles Watts

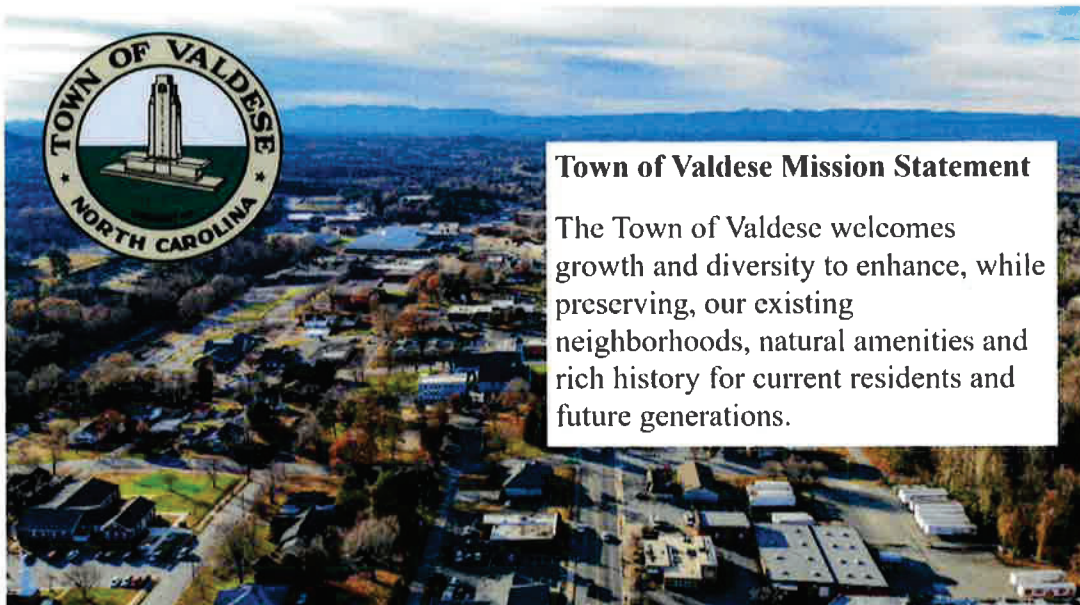
**Mayor Pro-Tem**  
Gary Ogle

**Council Members**

Glenn Harvey (Ward 1)  
Paul Mears (Ward 2)  
Rexanna Lowman (Ward 3)  
Gary Ogle (Ward 4)  
Heather Ward (Ward 5)

**Interim Town Manager**  
Bryan Steen

**Town Clerk/Human Resources Director**  
Jessica Lail



**Town of Valdese Mission Statement**

The Town of Valdese welcomes growth and diversity to enhance, while preserving, our existing neighborhoods, natural amenities and rich history for current residents and future generations.

# Town of Valdese Demographics\*

\*Due to the small sample size and a large margin for error, there is no statistically significant change in the data.



Total Population:

2017: 4,408 people

2022: 4,682 people

6.2% Increase



Total Number of Families:

2017: 1,063 Families

2022: 1,245 Families

17.1% Increase



Median Age:

2017: 48.5 Years Old

2022: 50.0 Years Old

3.1% Increase

Of these families, the following have an income below the poverty level:



2017: 132 Families; 12.4%

2022: 32 Families; 2.6%

**75.8% Decrease**

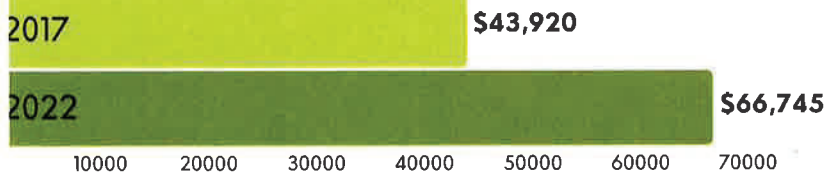


## Housing

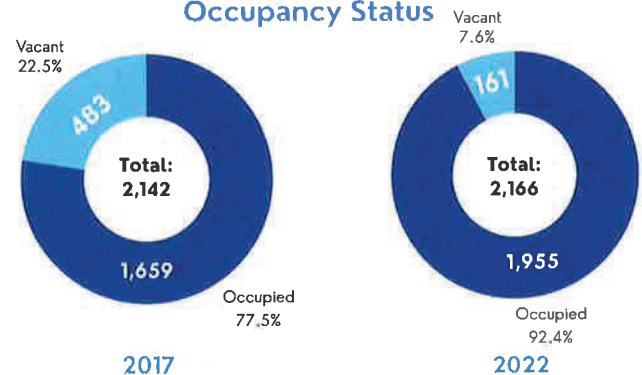
### Median Household Income

Percent Change: 52.0% Growth

2017 2022



### Housing Unit Occupancy Status



Percent Change  
Overall Units: 1.2% Loss  
Occupied: 17.8% Gain  
Vacant: 66.7% Loss



Median Year of Structure Built:

2017: 1969

2022: 1970

### Median House Value for All Owner-Occupied Housing Units

Percent Change: 45.1% Growth

2017 2022



### Median Gross Rent

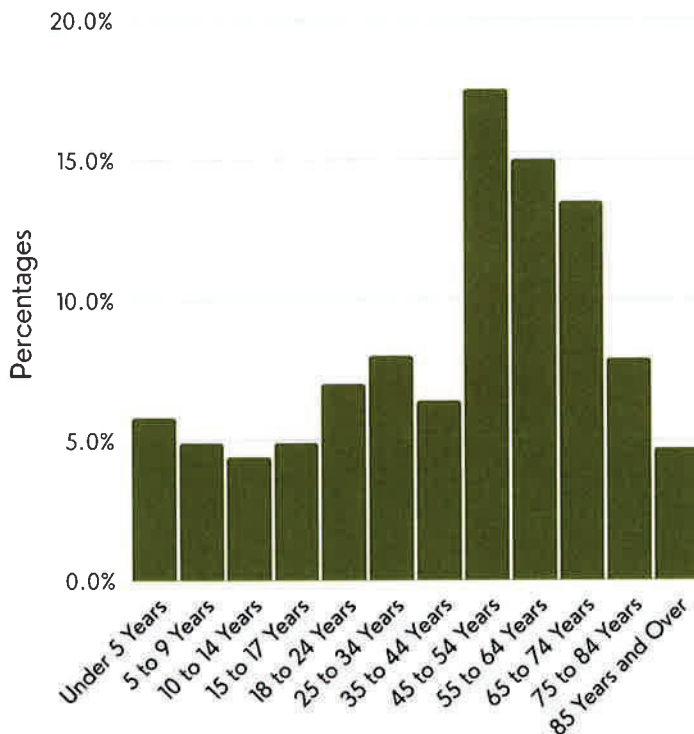
Percent Change: 18.5% Growth

# Town of Valdese Demographics

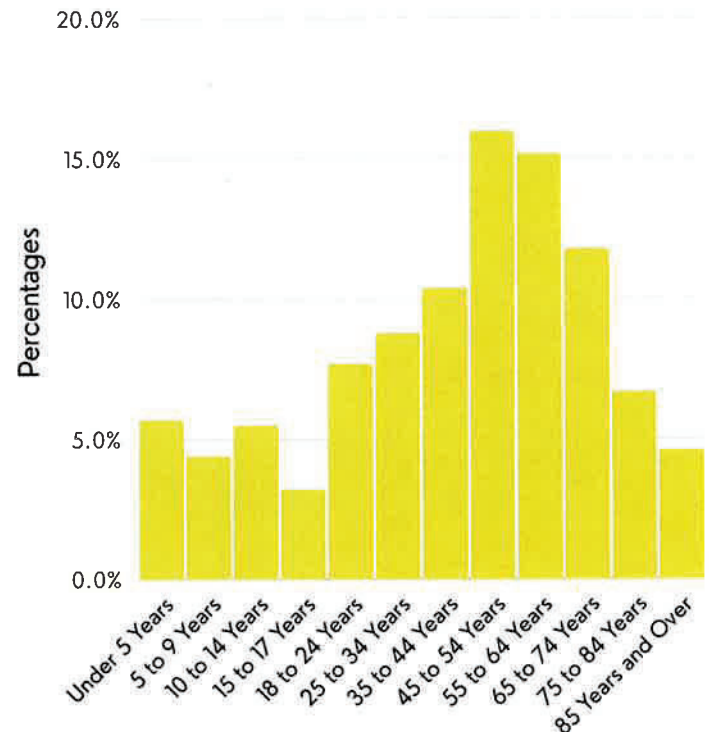
## Racial Demographics

	2013-2017 ACS Data		2018-2022 ACS Data		Change (2017-2022)
Race	Number	Percent	Number	Percent	Percent Change
White Alone	4,302	97.6%	4,378	93.5%	1.8%
Black or African American Alone	13	0.3%	69	1.5%	430.8%
American Indian and Alaska Native Alone	17	0.4%	0	0.0%	-100.0%
Asian Alone	59	1.3%	29	0.6%	-50.8%
Mixed Race (Two or More Races)	17	0.4%	131	2.8%	670.6%

**2017 Age Distribution**  
Total Valdese Population: 4,408



**2022 Age Distribution**  
Total Valdese Population: 4,682



### Notable Changes in Age Demographics

#### Increases:

- 73.6% increase in ages 35-44
- 33% increase in ages 10-14
- 17.3% increase in ages 25-33

#### Decreases:

- 29.6% decrease in ages 15-17
- 10.3% decrease in ages 75-84





## Role of the Town Council

The town council's main roles include establishing administrative policy, adopting ordinances based on North Carolina General Statutes and the Town's Charter for public protection, and levying taxes for these functions. The town council represents the citizens of the Town of Valdese. The council provides community leadership by serving as the legislative and policy-making body. The mayor and council approve policy and budgets and provide direction to the town manager. The council is responsible for providing oversight related to municipal operations and assets, and to provide services and facilities considered necessary or desirable for taxpayers. The council strives to foster the economic, social, and environmental well-being of the town.



## Public Input Meetings

At the request of the mayor and town council, WPCOG staff led attendees through an interactive SWOT analysis to compile input regarding the community's perception of the Town of Valdese's strengths, weaknesses, opportunities and threats. The results of this analysis are a combination of the responses of two public meetings that were held in January 2024. These responses were taken into consideration while drafting the Strategic Plan.

A SWOT (strengths, weaknesses, opportunities, and threats) is defined as the following. Strengths are internal and supportive characteristics that are the foundation of a community and provide stability. Weaknesses are internal and harmful characteristics to the community's stability. Opportunities are external and helpful characteristics for continued growth. Threats are external and harmful characteristics that weaken community stability.

WPCOG staff members moderated a discussion between the attendees on each SWOT category and recorded the identified topics. After the discussion, the attendees voted on individual topics under each SWOT category. Each attendee was instructed to cast up to 4 votes per strength, weakness, opportunity, and threat category. Participants were not permitted to vote for a topic more than once. Below are the collective results from the public input meetings.



## Public Input Meeting Top Issues

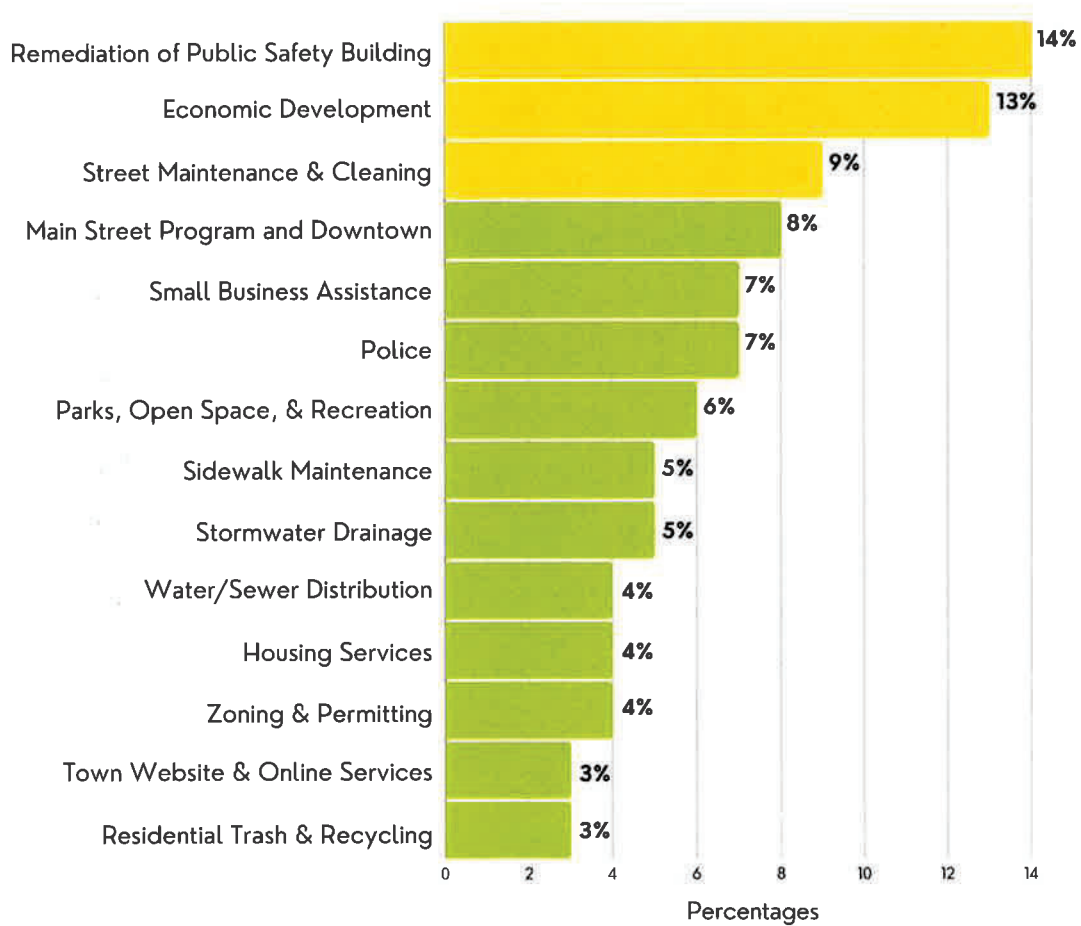


## Public Survey Results

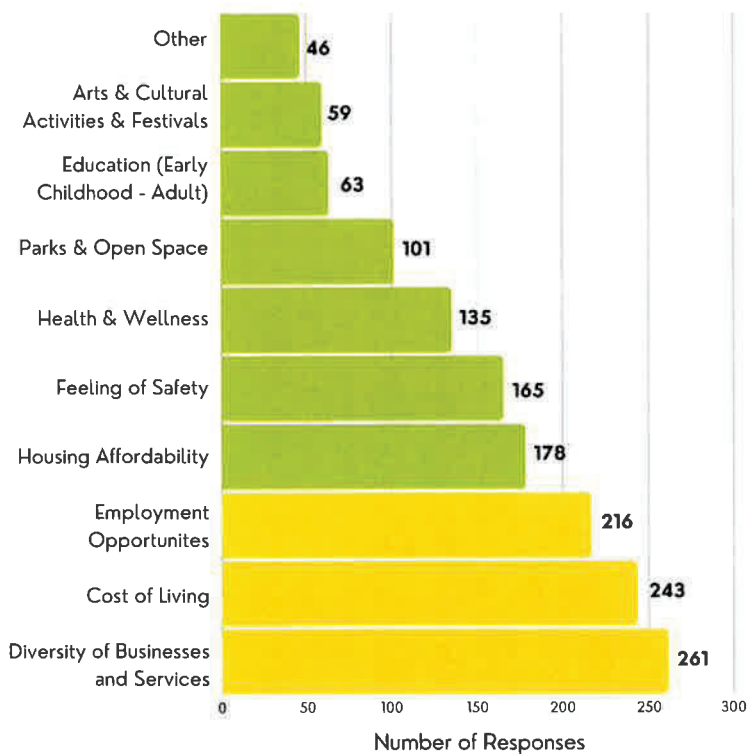
- Both a digital survey and a paper survey were administered to obtain feedback.
- 1,915 paper surveys were sent and 313 were received providing for a 16.3% response rate.
- A total of 218 digital surveys were completed. The total number of responses for both digital and paper were 531.
- A total of 12 questions were asked of the participants – 9 rating scale questions and three open-ended questions.
- Comparisons from the paper to digital survey results were very similar. The top three to four responses were consistent between the two survey types.
- Analyzing the data – paired together the positives (excellent/good), the negatives (fair/poor), neutral and don't know responses were analyzed individually.
- Written explanations were analyzed with AI technology to create a summarized consensus of the comments received.

# Survey Results

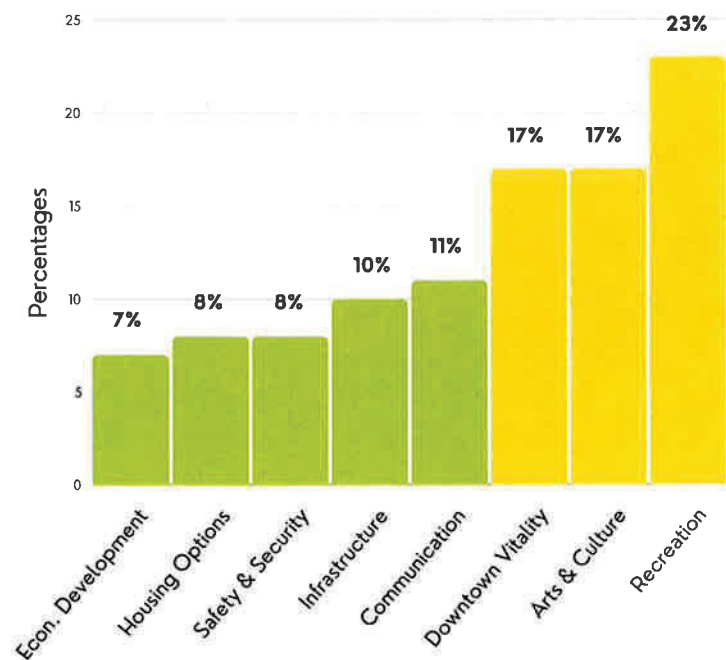
## Top three services the town should improve upon



## The public's three areas of desired improvements



## The public's four areas of most positive change since 2020



# Town Council Priorities

During the Town Council's strategic planning session, council members identified the main takeaways from the public input/survey materials. The council participated in a SWOT analysis, which guided a prioritization of goals, needed policy changes, and future projects. The action items stated below were created from the priority identification process and their corresponding votes. The items in bold received the most votes from participating council members.

- **Hiring the best town manager (4)**
- **Tackle the public safety building issues (updating the existing structure) (4)**
- **Recruitment and retention – develop strategies for town employees (3)**
- **Create permanent structure over the recreation pool (3)**
- **Addressing infrastructure (water/sewer and public safety building) (3)**
- **Continue the repaving schedule started in 2023 (3)**
- Address the housing issue (1)
- Continue improving the Old Rock School (consider establishing a committee) (1)
- Recruit at least one job creating industry (significant number of employees) (1)
- Expand cultural affairs program (1)
- Strategy to retain young people



# Valdese Town Council Focus Areas 2024-2025

**From the identified priorities, four focus areas were created as actionable items for the town.**



## Employee Retention & Recruitment

Recruitment and retention of a town manager and qualified employees



## Economic Development

Business recruitment, retention, and expansion



## Public Infrastructure

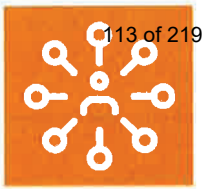
Public buildings, streets, and utility upgrades



## Old Rock School

Expand and upgrade Old Rock School





# Focus Area 1: Employee Retention & Recruitment

## 1. Recruit and retain a knowledgeable and experienced town manager.

**a.** Complete a standardized nationwide search.

**b.** Recruitment of candidates that not only have experience as a town manager, but show strengths in soft skills (empathy, transparency, attentive to employee and citizen needs).

**c.** Market position in a way that highlight's Valdese's values and mission.

## 2. Conduct analysis regarding employee benefits, compensation, and satisfaction.

**a.** Conduct an anonymous survey regarding current benefits to employees that allows for feedback and assesses current employee needs.

**b.** Compare Valdese employee benefits and compensation packages to local governments in the region.

**c.** Identify vacant positions and departments that will need additional staffing capacity.

## 3. Promote the assets in the area to prospective employees.

**a.** Promote the excellent healthcare resources, school systems, shopping, and recreation opportunities that impact the quality of life outside of work.

**b.** Market the quality of life in Valdese.

- i.** Partner with WPCOG to utilize NC Foothills Experience as recruitment/retention tool.
- ii.** Partner with Burke County Tourism for marketing and tourism opportunities.
- iii.** Distribute digital and paper marketing/employee recruitment materials throughout the region.

**c.** Spotlight and market employee success stories and their employment milestones in order to promote workforce recruitment and retention.



## Focus Area 2: Economic Development

### 1. Attract and retain young people to the area. Specifically, young adults within the workforce age group.

**a.** Facilitate engagement with young adults within the region. This can be done by job fairs, partnerships with college educators, community college students, and young adult community stakeholders.

**b.** Use this data to evaluate the target market audience and incorporate in branding strategy.

**c.** Engage with local employers with information on promotional employment opportunities they can attend in the region.

**d.** Partner with WPCOG Workforce Development initiatives to promote and attract workforce age adults to the town.

### 2. Recruitment of an industry that creates 75 jobs or more.

**a.** Engage in an industrial site identification that can be marketed to potential industries.

**b.** Identify possible target industries that would be compatible with Valdese topography, utility capacity, and workforce needs.

**c.** Work with Burke County Development Inc. to develop and implement economic development/business recruitment strategies.

### 3. Increase and diversify the housing stock within the Town of Valdese.

**a.** Town staff, planning board, and council should provide support for the developers through streamlined efficient processes to ensure project success.

**b.** Create a zoning "roadmap" for housing developers to easily understand Town zoning policies and approval processes.

**c.** Consider implementing strategies featured in the Western Piedmont Housing Growth Toolkit to promote diverse housing types.



# Focus Area 3

## Public Infrastructure

### 1. Rehabilitate the public safety building.

**a.** Provide appropriate support and resources for the fire and police department.

**b.** Develop a cost-effective rehabilitation plan that meets the current and future needs of the police and fire departments.

### 2. Construct a permanent structure over the pool at the Valdese Aquatic and Fitness center.

**a.** Identify possible coverage options, compare the cost and functionality and determine a construction timeline.

**b.** After construction is complete encourage and market the pool for year-round swimming.

### 3. Maintain and implement the current Capital Improvement Plan.

**a.** Expand and replace the water lines on a schedule that represents good stewardship of the utility systems, while balancing consumer needs with the cost burden.

**b.** Continue advancing water and wastewater infrastructure development.

**i.** Identify annual projects for implementation.

**c.** Analyze water and sewer capacity at targeted sites/areas in order to recruit large industries and new employers.

### 4. Identify and pursue relevant grant funding for building rehabilitation and utility upgrades

**a.** Work with WPCOG Community and Economic Development Department to seek and obtain grant funding for implementation.

### 5. Continue current street paving/maintenance schedule.

**a.** Evaluate feasibility of expediting schedule based on recent progress.

**b.** Develop and maintain a street re-paving prioritization plan.



# Focus Area 4: Old Rock School

## 1. Create a citizen action group that can provide recommendations and guidance to Town Council regarding the future of Old Rock School.

**a.** Identify Valdese residents and community members who hold experience in relevant fields and therefor can offer expert recommendations.

**b.** Consider forming a committee to provide input regarding community activities and future plans for the facility.

## 2. Assess the expansion and revitalization of the existing facilities.

**a.** Use insight from the public, town council, the newly formed committee, and staff to identify possible next steps for expansion and revitalization.

## 3. Identify and pursue relevant grant funding for building rehabilitation and upgrades.

**a.** Create a funding timeline and planning documents needed to submit grant applications.

**b.** Align capital improvement plan with grant submittals and possible funding awards.

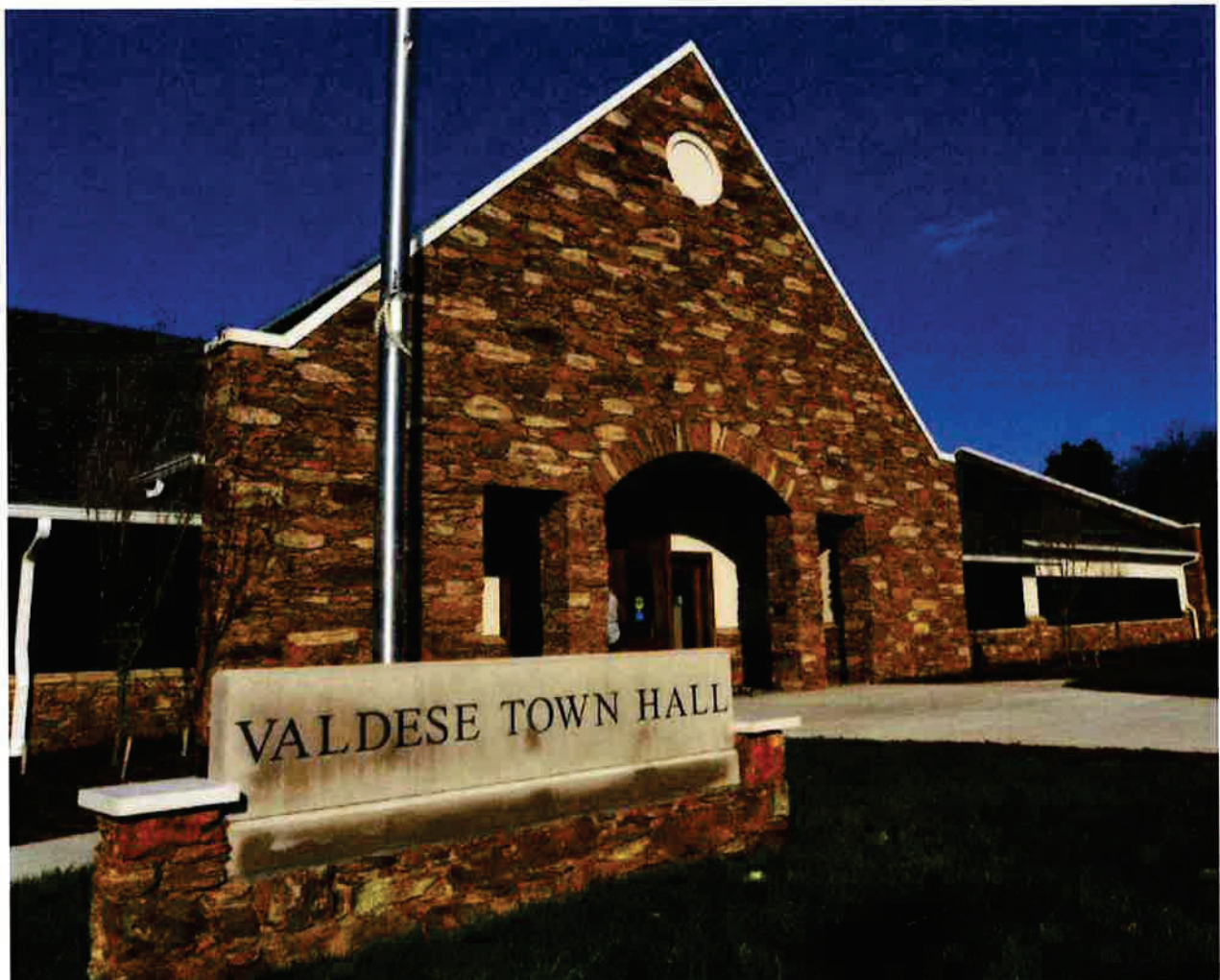
## 4. Market and advertise existing and expanded activities.

**a.** Evaluate public/private partnerships and small businesses to offer activities/events/etc.



# Conclusion

This plan's implementation is dependent on both the staff and the town council acting on the recommendations in this report. The staff has the responsibility to take on these goals as a part of the operations of the Town and the town council must reinforce the desire and need for these actions to occur. The staff and town council should update and review progress on these action points throughout the year along with an annual review prior to the beginning of the budgeting process to ensure alignment of priorities and funding. Ongoing public input is key to assisting the town with implementation of this plan.





## **TOWN OF VALDEESE**

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDEESE, NORTH CAROLINA 28690-0339

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### **UNDUE HARDSHIP POLICY AND PROCEDURES**

#### **DETERMINING UNDUE HARDSHIP**

HUD does not require funding recipients to provide an accommodation that would cause an "undue hardship" on the recipient organization. Undue hardship must be based on an individualized assessment of current circumstances that show that a specific accommodation would cause significant difficulty or expense, or would fundamentally alter the nature of the recipient's operations

#### **WHAT CONSTITUTES UNDUE HARDSHIP?**

##### **Determining Factors**

##### **Undue hardship must be based on several factors**

The nature and cost of the accommodation; the overall financial resources of the recipient; the number of persons employed; the effect on expenses and resources; type of operation, including the structure and functions of the workforce, the geographical separateness, and the administrative or fiscal relationship involved in making the reasonable accommodation to the employee; and the impact of the accommodation on the operations.

An employer cannot claim undue hardship based on an employee's fears or prejudices toward the individual's disability, nor can undue hardship be based on the fact that provision of a reasonable accommodation might have a negative impact on the morale of other employees. Employers, however, may be able to show undue hardship where provision of a reasonable accommodation would be unduly disruptive to other employee's ability to work.

Undue hardship relates to the HUD Recipient. Therefore, all undue hardship issues and/or preliminary decisions regarding undue hardship must be forwarded to the Town Manager for review and final decision.

Direct threat to the health or safety of others or to oneself in the workplace determinations are based on individualized assessments of current medical evidence or the best available objective evidence that will demonstrate (1) a significant risk of substantial harm; (2) the nature, duration, severity, likelihood, and/or imminence of the risk; (3) the probability that the potential injury will actually occur; and (4) whether reasonable modification of policies, practices, or procedures will mitigate the risk.

### **Supervisor/Manager Role**

If a supervisor/manager determines that a particular accommodation may cause undue hardship on the recipient, but an alternative type of accommodation would be as effective and will not cause an undue hardship and the Town Manager agrees, then the supervisor shall provide the alternative accommodation.

### **Actions, when no undue hardship**

Absent an undue hardship, the supervisor may also choose among reasonable accommodations as long as the chosen one is equally effective. For example, an employee or applicant with a disability requests a specific accommodation and there are two possible reasonable accommodations, one costs more or is more burdensome than the other, the supervisor may choose the less expensive or less burdensome accommodation as long as it is equally effective. An accommodation is considered "effective" if it removes a workplace barrier, thereby providing the individual with an equal opportunity to apply for a position, to perform the essential functions of a position, or to gain equal access to a benefit or privilege of employment.

### **Individual's Preference**

When more than one accommodation is effective, the preference of the individual with a disability should be given primary consideration. However, the supervisor has the ultimate discretion to choose between effective accommodations. The manager or supervisor may not, however, require a qualified individual with a disability to accept an accommodation.

If, however, an employee needs a reasonable accommodation to perform an essential function or to eliminate a direct threat, and refuses to accept an effective accommodation s/he may not be qualified to remain in the job.

## **REASSIGNMENT**

### **Last Resort**

If the agency determines that no other reasonable accommodation will permit the employee with a disability to perform the essential functions of his/her current position, absent undue hardship on the agency, reassignment will be considered as a reasonable accommodation. Reassignment, available only to employees, is a "last resort" accommodation that may be made only to a vacant position. The law does not require that agencies create new positions or move employees from their jobs in order to create a vacancy. If the employee is qualified for the position, s/he should be reassigned to the vacant position as a reasonable accommodation and should not have to compete for it.

**Requirement(s)**

The employee with a disability must be qualified for the position. The employee is qualified if s/he satisfies the requisite skill, experience, education, and other job-related requirements of the position, and can perform the essential functions of the position with or without reasonable accommodation.

**Procedures**

If reassignment is the "last resort" accommodation, the Town Manager, in coordination with town staff, must conduct a search for available vacancies. The Supervisor must consult with the affected employee as necessary to determine whether there are limits on the search the employee would like the Town Manager to conduct; whether the employee is qualified for a particular job; or whether the employee would need a reasonable accommodation to perform the essential functions of a new position.

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_ (Chief Elected Official)

ATTEST: \_\_\_\_\_ (Clerk)

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Curt Willis, WPCOG Code Compliance Manager

Subject: Ordinance to Vacate & Close- 508 Pineburr Ave SW

Meeting: October 6, 2025

Presenter: Curt Willis, WPCOG Code Compliance Manager

### ITEM OF INTEREST:

Ordinance to Vacate & Close for the property located at 508 Pineburr Ave SW

### BACKGROUND INFORMATION:

The property located at 508 Pineburr Ave SW has a history of violations, most recently, the property owner, Kristina Bolick, and her son are living in a tent/shed on the property. A notice of violation was issued on July 11, 2025 with a hearing held on July 23, 2025 with the owner present. A subsequent Order to Vacate was issued on July 23, 2025 with a deadline to vacate set at September 25, 2025.

Ms. Bolick has been in contact with Homelessness Outreach Team and has options as soon as vacancies become available.

### BUDGET IMPACT:

Less than \$500.00 IF the Town has to remove the tent and other structures

### RECOMMENDATION / OPTIONS:

Recommend passing the ordinance to vacate and close the property Posting the property and enforcing the trespass clause of the ordinance in accordance with GS.

### LIST OF ATTACHMENTS:

Original Notice of Violation  
Order to Vacate and Close  
Ordinance to Vacate and Close

**TOWN OF VALDESE**  
**WPCOG CODE ENFORCEMENT SERVICES**

**Residential Minimum Housing**

This is to certify that the following location 508 Pineburr Ave SW is in violation of Part 9, Chapter 1, Article D of the Code of the Town of Valdese. For more information, go to: <http://www.wpcog.org/ce-valdese>

**Residential Minimum Housing** - Minimum standards for occupancy of a residential house/home as follows, but not limited to:

- ☐ **Space Use** (minimum square footage, measurements, and uses)
- ☐ **Lighting and ventilation** (operable windows, doors, screens, foundation vents & access etc...)
- ☐ **Exits** (two means on ingress/egress, porches, stairs and handrail to code)
- ☒ **Plumbing** (septic or sewer, indoor water supply, hot water heater, insulated pipes, etc...)
- ☐ **Heating** (required to maintain 68 degrees 3 feet off the floor during winter conditions, no unvented combustible space heaters can be used)
- ☐ **Electricity** (required to be wired and no broken fixtures, no exposed wires, outlets, switches and over-loaded circuits, etc...)

**Structural requirements** (all maintained in sound working order)

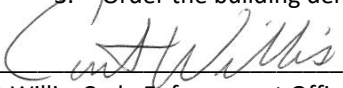
- Foundation (foundation vents, crawlspace door, structural issues)
- Floors (rotted, missing, termites, water damage, structural issues)
- Walls (exterior, interior, water damage, missing wall covering, structural issues)
- Ceilings (water damage, cracking, falling, structural issues)
- Roofs (leaking, water damage, missing shingles, fascia, soffit, drip edge, flashing structural issues)
- Stairs and steps (hand rails/railing, rotted treads, structural issues)
- Porches and appurtenances (structural issues, damaged surface, rotted wood, water damage)
- Accessory structures (sheds, shops, pump houses, dog houses that are dilapidated or damaged)
- Supplied facilities

**Property maintenance** (all keep orderly and clean)

- Building and structures (replace rotted wood, roofing, paint, etc.)
- Public areas
- Rubbish and garbage (junk, trash or debris on property needs to be cleaned up)
- Premises (grass needs to be mowed weekly, overgrowth needs to be kept cut back, nothing in right-of-way)
- Infestation (fleas, rats, snakes, roaches, other insects or bugs, etc.)
- Cleanliness (must be cosmetically clean in appearance at all time as not to affect the neighborhood/town)
- Supplied plumbing fixtures (no leaks, correctly installed, allowed materials by building code, etc.)
- Care of facilities, equipment and structure (must be properly maintained at all times)

A hearing will be held with the Code Enforcement Officer at the Valdese Town Hall on 07/23/25 at 10AM. This will be your opportunity to present facts and evidence as to why the structure should not be found failing to meet the Minimum Standards for Residential Buildings. You may bring anyone you wish to this hearing to present evidence. This hearing is not judicial in nature, but simply provides the property owner an opportunity to present their facts to the Code Enforcement Officer. The Code Enforcement Officer will then make a decision to:

1. Revoke the Notice of Violation,
2. Order the property repaired within a certain time frame, or
3. Order the building demolished.

  
Curt Willis, Code Enforcement Officer  
(828) 455-8021; [curt.willis@wpcog.org](mailto:curt.willis@wpcog.org)

07/11/2025

Date



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**Address:** 508 Pineburr Ave SW

**Photos and Notes collected as evidence. Photos taken on this day:** 07/09/2025





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**WPCOG Code Enforcement Nuisance Inspection Checklist**

**Valdese Town Code Chapter 9. Residential Minimum Housing**

The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the people of this State. A public necessity exists for the repair, closing, or demolition of such dwellings. Whenever any local government finds that there exists in the planning and development regulation jurisdiction dwellings that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light, or sanitary facilities; or other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government, power is conferred upon the local government to exercise its police powers to repair, close, or demolish the dwellings consistent with the provisions of this Article. Ref: (NCGS 160D-12)

**Sec. 9-1069. - Space use.**

☐ The minimum standards for space use are as follows:

- (1) A principal area shall not have less than one hundred fifty (150) square feet.
- (2) A kitchen-dining room combination, if any, shall have not less than one hundred (100) square feet.
- (3) A first bedroom, if any, shall have not less than one hundred (100) square feet.
- (4) A second bedroom, if any, shall have not less than seventy (70) square feet.
- (5) Each habitable room shall have at least seventy (70) square feet.
- (6) At least one hundred fifty (150) square feet of floor space in habitable rooms shall be provided for the first occupant in each dwelling unit; at least one hundred (100) square feet of additional floor space shall be provided for each of the next three (3) occupants; and at least seventy-five (75) square feet of additional floor space shall be provided for each additional occupant over the number of four (4) (children one (1) year of age and under shall not be counted).
- (7) At least seventy (70) square feet of bedroom floor space shall be provided for the first occupant; at least twenty (20) square feet of additional bedroom floor space shall be provided for the second occupant; and at least thirty (30) square feet of additional bedroom floor space shall be provided for each occupant over the number of two (2) (children one (1) year of age and under shall not be counted).
- (8) Those habitable rooms which must be included to meet the foregoing minimum space standards shall be at least seven (7) feet wide in any part with at least one-half of the floor area having a ceiling height of at least seven (7) feet. That portion of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area.
- (9) No basement space shall be used as a habitable room or dwelling unit unless:
  - (a) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.
  - (b) The total of window area in each room is equal to at least the window area sizes prescribed in the following section for habitable rooms.
  - (c) The total of functionally opening window area in each room is equal to at least the room area prescribed in the following section for habitable rooms, except where there is supplied some other device affording adequate ventilation approved by the director of inspections.
- (10) Toilet and bathing facilities shall be structurally enclosed and shall be located so as not to require passage through an openable area.



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- (11) Bathroom walls, toilet room walls and bedroom walls shall have no holes or excessive cracks.
- (12) Access shall be provided to all rooms within a dwelling unit without passing through a public space or another dwelling unit.
- (13) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, bathrooms and at all rooms adjoining a public space.
- (14) Each living unit shall have a specific kitchen space, which contains a sink with counter workspace and has hot and cold running water and adequate space for storing cooking utensils.
- (15) Electric, water and sewer must be in working order.

**Sec. 9-1070. - Light and ventilation.**

☐ The minimum standards for light and ventilation are as follows:

- (1) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area measured between stops for every habitable room shall be eight (8) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light obstruction structures are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, they shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15) percent of the total floor area of such room.
- (2) Every room in a dwelling unit and means of egress shall be sufficiently illuminated so as to provide safe and satisfactory uses.
- (3) Year-round mechanically ventilating systems may be substituted for windows, as required herein, but must be approved by the code enforcement officer, in rooms other than rooms used for sleeping purposes.
- (4) All outside windows and doors used for ventilation shall be screened.
- (5) All windows and doors shall be made weather tight.
- (6) Windows and doors shall have no broken glass and shall have adequate operable locks and hardware.
- (7) Openable window area in each toilet room shall be at least two (2) square feet, unless served by mechanical ventilation.
- (8) Natural ventilation of spaces such as attics and enclosed non-basement space shall be provided by openings of sufficient size to overcome dampness and to minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics.
- (9) Utility spaces containing heat-producing, air-conditioning and other equipment shall be ventilated according to manufacturer's requirements.
- (10) Mechanical ventilation shall be of sufficient size to eliminate dampness and odors of the area it is serving.

**Sec. 9-1071. - Exits.**

- ☐ (a) Two (2) main exits, each at least thirty (30) inches wide and six (6) feet eight (8) inches high, easily accessible to the occupants of each housing unit, shall be provided, unless a single exit is permitted as an exception by provisions of the state building code, as from time to time amended. All exit doors shall be easily operable.
- ☐ (b) Platforms, steps and/or handrails shall be provided to serve exits and maintained in a safe condition.

**Sec. 9-1072. - Plumbing.**

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The minimum plumbing standards are as follows:

- (1) The plumbing systems shall be connected to the Town sanitary sewer system, where available; otherwise, the plumbing system shall be connected onto an approved septic tank.
- (2) All plumbing fixtures shall meet the standards of the Town plumbing code and shall be maintained in a state of good repair and in good working order.
- (3) There shall be provided a hot water heater (minimum thirty-gallon capacity) furnishing hot water to each tub or shower, lavatory and kitchen sink.
- (4) Installed water supply inside the building shall be provided for each housing unit.
- (5) Installed water closet, tub or shower, lavatory and sink shall be provided for each dwelling unit.
- (6) Separate toilet facilities shall be provided for each dwelling unit.
- (7) Toilet and bathing facilities shall be structurally protected from the weather.
- (8) All water piping shall be protected from freezing by proper installation in protected space.
- (9) At least one (1) main vent of a minimum diameter of two (2) inches shall be properly installed for each building.
- (10) Sewer and water lines shall be properly supported with no broken or leaking lines.

**Sec. 9-1073. - Heating.**



The minimum heating standards are as follows:

- (1) Reserved.
- (2) Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above floor level, under ordinary minimum winter conditions.
- (3) All gas-heating and oil-heating equipment installed on the premises shall be of a type approved by Underwriters' Laboratories or by the American Gas Association and shall be installed in accordance with the provisions of the state building code.
- (4) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the National Fire Prevention Association standards.
- (5) Chimneys and fireplaces shall have no loose bricks.
- (6) Flues shall have no holes.
- (7) There shall be no hanging masonry chimneys.
- (8) Thimbles shall be grouted in tight.
- (9) Thimbles shall be installed high enough for stovepipe to rise one-fourth inch per foot minimum.
- (10) Hearths shall be at least twenty (20) inches deep and seven (7) inches beyond each side of the fireplace opening.
- (11) No combustible materials shall be within seven (7) inches beyond each side of the fireplace opening.
- (12) If the fireplace opening is closed because of hazardous conditions, the closure shall be of masonry or other approved material as determined by the code enforcement officer.
- (13) Any stove shall be within six (6) feet of the thimble serving it.
- (14) Stovepipes and vents shall comply with volume 3 of the state building code.

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(15) No unvented combustible space heaters shall be used.

**State Law reference - G.S. §136-443.1**

**Sec. 9-1074. - Electricity.**

☐ The minimum electrical standards are as follows:

- (1) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles, which shall be connected in such manner as determined by the *National Electric Code*, as adopted by the Town.
- (2) No receptacles, ceiling fixtures or other fixtures shall be broken or hanging loose.
- (3) All toggle switches and fixtures shall be safely operable.
- (4) At least two (2) duplex convenience outlets, as remote from each other as practicable, shall be provided per habitable room.
- (5) At least one (1) light outlet in each bathroom, hall, kitchen and porch, and over exterior steps to the second floor shall be provided.
- (6) There shall be no bare wires, open joints or spliced cables.
- (7) Flexible cords shall not be used as a substitute for the fixed wiring of a structure, nor shall flexible cords be run through holes in walls, ceilings or floors, through doorways, windows, or similar openings, or be attached to building surfaces or concealed behind building walls, ceilings or floors.
- (8) No branch circuits shall be overloaded.
- (9) A minimum of three (3) branch circuits, plus separate circuits for each fixed appliance, shall be provided in each dwelling unit.
- (10) There shall be provided service equipment and a lighting panel of adequate capacity and size (minimum of sixty-ampere capacity) to accommodate the existing or the required number of branch circuits, and the equipment shall be properly grounded.
- (11) Outlets in kitchens and bathrooms shall be ground-fault interrupter device protected.
- (12) All residences shall have a smoke detector on each livable floor. The property owner shall be responsible for installing a fresh battery with change in tenants; the tenant shall be responsible for maintaining the unit and shall not commit any act that shall render the unit inactive.
- (13) All rental dwelling units having a fossil fuel burning heater or appliance or fireplace shall provide a minimum of one operable carbon monoxide detector per unit per level. A carbon monoxide detector is also required for an attached garage. The landlord shall install, replace or repair the carbon monoxide monitor(s) unless the landlord and tenant have a written agreement to the contrary.

**Sec. 9-1075. - Structural requirements.**

☐ The minimum structural standards shall be as follows:

- (1) *Foundation:*
  - a. A foundation shall support the building at all points and shall be free of holes and cracks which admit rodents, water or dampness to the interior of the building or which lessen the capability of the foundation to support the building.
  - b. The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.
  - c. Footings shall be sound and have adequate bearing capacity.
  - d. Piers shall be sound.

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- e. No wood stiff knees or other improper piers shall be allowed.
- f. All structures shall be underpinned or enclosed in an approved manner, such as aluminum, galvanized, asbestos or masonry.

**(2) Floors:**

- a. No rotted or termite-damaged sills shall be allowed.
- b. No broken, overloaded or sagging sills shall be allowed.
- c. Sills shall be reasonably level.
- d. Sills shall be properly and sufficiently supported.
- e. Sills shall clear the ground by at least eighteen (18) inches.
- f. No rotted or termite-damaged joists shall be allowed.
- g. No broken or sagging joists shall be allowed.
- h. Flooring shall be weather tight without holes or cracks which permit air to excessively penetrate rooms.
- i. Flooring shall be reasonably smooth, not rotten or worn through.
- j. No loose flooring shall be allowed.
- k. Floors shall be reasonably level.

**(3) Walls, exterior:**

- a. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
- b. No studs which are rotted or termite-damaged shall be allowed.
- c. No broken or cracked structural members shall be allowed.
- d. No loose siding shall be allowed.
- e. Walls used as partitions shall not lean or buckle.
- f. No deteriorated siding or covering shall be allowed.

**(4) Walls, interior:**

- a. The interior finish shall be free of holes and cracks, which permit air to excessively penetrate rooms.
- b. No loose plaster, loose boards or other loose wall materials shall be allowed.
- c. There shall be no cardboard, newspaper or other highly combustible material allowed as a wall finish.
- d. No studs shall be rotted or termite-damaged.
- e. No broken or cracked studs or other broken or cracked structural members shall be allowed.

**(5) Ceilings:**

- a. No joists shall be rotted, broken or sagging or have improperly supported ends.
- b. There shall be allowed no holes or cracks, which permit air to excessively penetrate rooms.
- c. No loose plaster, loose boards, loose sheetrock or other loose ceiling finish shall be allowed.
- d. There shall be allowed as ceiling finishes no cardboard or other highly combustible material.

**(6) Roofs:**

- a. Rafters shall not be rotted, broken or sagging or have improperly supported ends.

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- b. No rafters seriously fire-damaged shall be allowed.
- c. Attics shall be properly vented.
- d. No rotted, loose or sagging sheathing shall be allowed.
- e. No loose roof covering shall be allowed nor shall there be allowed any holes or leaks, which could cause damage to the structure or rooms.
- f. Walls and chimneys shall have proper flashing.

**(7) *Stairs and steps:***

- a. Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.
- b. Stairwells and flights of stairs more than four (4) risers or having risers more than thirty (30) inches high shall have rails not less than two (2) feet six (6) inches measured vertically from the nose of the treads to the top of the rail.
- c. Every rail shall be firmly fastened and maintained in good condition.
- d. No flight of stairs settled more than one (1) inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- e. No rotting, sagging or deteriorated supports shall be allowed.

**(8) *Porches and appurtenances:***

- a. Every outside and inside porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be kept in sound condition and good repair.
- b. Protective railings shall be required on any unenclosed structure over three (3) feet from the ground level.

**(9) *Accessory structures:*** All accessory buildings and structures, including detached garages, shall be maintained structurally sound and in good repair or shall be raised to grade level and the debris therefrom removed from the premises.

**(10) *Supplied facilities:*** Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

**Sec. 9-1076. - Property maintenance.**

☒ The minimum property maintenance standards are as follows:

**(1) *Buildings and structures:***

- a. Exterior wood surfaces not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative, with sufficient frequency to prevent deterioration.
- b. Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.

**(2) *Public areas:*** Every owner of a structure containing two (2) or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the structure and premises thereof.

**(3) *Rubbish and garbage:*** Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper storage facilities.

**(4) *Premises:***

- a. Fences and other minor structures shall be maintained in safe and substantial condition.



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- b. Yards and courts shall be kept clean and free of physical hazards, rubbish, trash and garbage.
- c. No heavy undergrowth or accumulations of plant growth which are noxious or detrimental to health shall be allowed.
- d. Every premises shall be provided with all-weather vehicular access to and from the premises at all times by an abutting public or private street.
- e. Walks and steps, constructed so as to provide safety, reasonable durability and economy of maintenance, should be provided for convenient all-weather access to the structure.
- f. Access to the rear yard from each dwelling unit shall be required. Such access is not, however, acceptable where it is dependent upon passage through another dwelling unit. Each building shall be provided with access to the rear yard. This access for a detached dwelling shall be directly from a street.
- g. Any nonresidential use of the premises shall be subordinate to its residential use and character.

**(5) *Infestation:***

- a. Premises, buildings and structures shall, by generally accepted methods of extermination, be maintained free of vermination and rodent harborage and infestation.
- b. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement or cellar, which might provide an entry for rodents, shall be supplied with screens installed or with such other approved devices as will effectively prevent entrance by rodents.
- c. Every head-of-household occupant of a structure containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every head-of-household occupant of a dwelling unit in a structure containing more than one (1) dwelling unit shall be responsible for such extermination whenever the dwelling unit is the only one infested. Whenever infestation is caused by failure of the owner to maintain a structure in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any structure or in the shared or public parts of any structure containing two (2) or more dwelling units, extermination shall be the responsibility of the owner.

**(6) *Cleanliness:*** Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

**(7) *Supplied plumbing fixtures:*** Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.

**(8) *Care of facilities, equipment and structure:*** No occupant shall willfully destroy, deface or impair any of the facilities or equipment of any part of the structure of a dwelling or dwelling unit.

**(9) *Lead Paint*** per North Carolina G.S. 130A-131.7 All property owners shall comply with lead paint provisions and abatement. Property owner assumes all costs of abatement and repairs. All homes constructed before the year 1978 will be subject to lead paint testing.

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**Valdese Code Enforcement: Part 9, Chapter 1, Article D - Minimum Housing**

**Procedure**

**Step 1. Preliminary Findings**

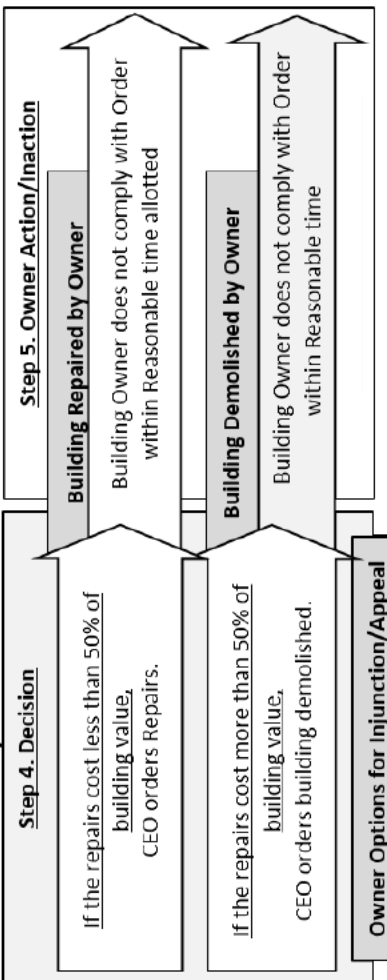
Whenever a petition is filed with the Code Enforcement Officer (CEO), by a public authority or by at least (5) residents of the city, charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the CEO that any dwelling or dwelling unit is unfit for human habitation, the CEO shall conduct an investigation to confirm or deny the complaint.

**Step 2. Code Enforcement Officer Issues Notice of Violation/Hearing**

If the CEO confirms there are violations of the town ordinance present, the officer shall give notice (NOV- Notice of Violation) to the owner, lessee or other person in possession of the premises in writing (By either Regular Mail, Certified Mail, or In-Person Delivery) setting forth his findings and describing the appropriate corrective action. Complaint will state the charges and contain a notice that a hearing will be held before the CEO not less than 10 days and no more than 30 days from mailing the complaint.

**Step 3. Code Enforcement Officer Holds Hearing**

The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one (1) of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. If after such notice and hearing the official determines that the dwelling under consideration is unfit for human habitation, the code enforcement officer shall state in writing the findings of fact in support of such determination and shall issue and cause to be served upon the owners an order as follows:



**Owner Petition**

Any person aggrieved by an order issued by the official may petition the superior court for an injunction restraining the official from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the official pending a final disposition of the case. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. **If denied, time-period is resumed.**

**Owner Appeal**

An appeal from any decision or order of the code enforcement officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within ten days from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the planning department which shall specify the grounds upon which the appeal is based. The board of adjustment shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the official, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

**Step 6. Town Action**

City Council Adopts an Ordinance that States the Building will be Repaired or Demolished within 90 Days.

Council Adopts an Ordinance to Order Code Enforcement Officer to Demolish the Building.

**Building is repaired or demolished by the Town and a Lien placed against the Real Property.**

## ORDER TO VACATE AND CLOSE

NAME: Bolick, Kristina J  
508 Pineburr Ave SW  
Valdese, NC 28690

TO: Owners and parties in interest of the property located at 508 Pineburr Ave SW,  
Valdese, NC . Parcel: 2733-73-1506

The undersigned Code Enforcement Officer for the Town of Valdese, pursuant to law, conducted a hearing at the time and place stated in the Complaint and Notice heretofore issued and served. At the hearing, the Answer, if any, filed by the owners and parties in interest were carefully analyzed and considered by the undersigned. In addition to other evidence presented, the undersigned personally inspected the property described above, and such inspection and examination has been considered, along with the other evidence offered at this hearing.

Upon the record and all of the evidence offered and contentions made, the undersigned Code Enforcement Officer does hereby find the following facts:

1. The above-named owners and parties in interest with respect to the property located at the place specified above were duly served as required by law with written Complaint and Notice of Hearing which set forth the Complaint that the **Dwelling** located at the above address is **unsafe and in violation of the Town Minimum Housing Code**. At the hearing, the following owners, persons in interest or their agents or attorneys, were present and participated therein:  
The undersigned CEO held a hearing on July 23, 2025 at 10am, Ms. Bolick and her son Noah were present as was Chae Moore from the Homeless Outreach Team. No evidence was presented by Ms. Bolick.

2. The premises described above violate the Town Minimum Housing Code, by reason of the conditions found to be present and to exist in and about the structure. See Exhibit A "Original NOV, dated 11JUL2025" and Exhibit B "Findings of Fact, dated 23JUL2025" attached.

3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the Town Minimum Housing Code, so as to be unsafe, in danger of collapse and unfit for human habitation;





**IT IS THEREFORE ORDERED** that the owners of the property above are required to bring such property into compliance with the Minimum Housing Code by **Vacating and Closing the Dwelling**, by a date **not later than the 25th day of September, 2025**.

**4. Failure to comply with this notice WILL result in the Town of Valdese taking action to cause the abatement and the resulting costs being placed as a lien against the property.** The Town of Valdese may take other action as permitted by law, which may result in additional costs and/or attorney fees.

**5. Appeal:** An appeal from any decision or order of the Code Enforcement Officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within **ten days** from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the Valdese Board of Adjustment (Valdese Town Hall, (828) 879- 2129) which shall specify the grounds upon which the appeal is based. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

THIS the 25th day of July, 2025

\_\_\_\_\_  
 Curt Willis  
 Code Enforcement Officer  
 (828) 485-4263 or [curt.willis@wpcog.org](mailto:curt.willis@wpcog.org)



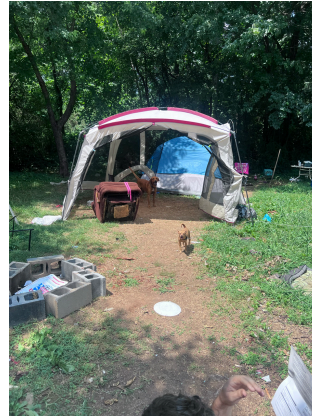
## FINDINGS OF FACT

508 Pineburr Ave SW, Valdese NC. Minimum Housing Standards

All photos are from 11JUL2025.

All violations are based on Article D, Section 9-1062 of the Code of the Town of Valdese in the following ways:

1. Tents while dwellings are unsafe as a permanent residence. Structures do not have permits
2. Section 9-1072 Lack of sanitary plumbing.
3. Section 9-1076 Property maintenance





**TOWN OF VALDESE**  
**WPCOG CODE ENFORCEMENT SERVICES**

**Residential Minimum Housing**

This is to certify that the following location 508 Pineburr Ave SW is in violation of Part 9, Chapter 1, Article D of the Code of the Town of Valdese. For more information, go to: <http://www.wpcog.org/ce-valdese>

**Residential Minimum Housing** - Minimum standards for occupancy of a residential house/home as follows, but not limited to:

- ☐ **Space Use** (minimum square footage, measurements, and uses)
- ☐ **Lighting and ventilation** (operable windows, doors, screens, foundation vents & access etc...)
- ☐ **Exits** (two means on ingress/egress, porches, stairs and handrail to code)
- ☒ **Plumbing** (septic or sewer, indoor water supply, hot water heater, insulated pipes, etc...)
- ☐ **Heating** (required to maintain 68 degrees 3 feet off the floor during winter conditions, no unvented combustible space heaters can be used)
- ☐ **Electricity** (required to be wired and no broken fixtures, no exposed wires, outlets, switches and over-loaded circuits, etc...)

**Structural requirements** (all maintained in sound working order)

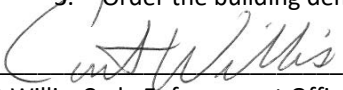
- Foundation (foundation vents, crawlspace door, structural issues)
- Floors (rotted, missing, termites, water damage, structural issues)
- Walls (exterior, interior, water damage, missing wall covering, structural issues)
- Ceilings (water damage, cracking, falling, structural issues)
- Roofs (leaking, water damage, missing shingles, fascia, soffit, drip edge, flashing structural issues)
- Stairs and steps (hand rails/railing, rotted treads, structural issues)
- Porches and appurtenances (structural issues, damaged surface, rotted wood, water damage)
- Accessory structures (sheds, shops, pump houses, dog houses that are dilapidated or damaged)
- Supplied facilities

**Property maintenance** (all keep orderly and clean)

- Building and structures (replace rotted wood, roofing, paint, etc.)
- Public areas
- Rubbish and garbage (junk, trash or debris on property needs to be cleaned up)
- Premises (grass needs to be mowed weekly, overgrowth needs to be kept cut back, nothing in right-of-way)
- Infestation (fleas, rats, snakes, roaches, other insects or bugs, etc.)
- Cleanliness (must be cosmetically clean in appearance at all time as not to affect the neighborhood/town)
- Supplied plumbing fixtures (no leaks, correctly installed, allowed materials by building code, etc.)
- Care of facilities, equipment and structure (must be properly maintained at all times)

A hearing will be held with the Code Enforcement Officer at the Valdese Town Hall on 07/23/25 at 10AM. This will be your opportunity to present facts and evidence as to why the structure should not be found failing to meet the Minimum Standards for Residential Buildings. You may bring anyone you wish to this hearing to present evidence. This hearing is not judicial in nature, but simply provides the property owner an opportunity to present their facts to the Code Enforcement Officer. The Code Enforcement Officer will then make a decision to:

1. Revoke the Notice of Violation,
2. Order the property repaired within a certain time frame, or
3. Order the building demolished.

  
Curt Willis, Code Enforcement Officer  
(828) 455-8021; [curt.willis@wpcog.org](mailto:curt.willis@wpcog.org)

07/11/2025

Date



**TOWN OF Valdese**  
**WPCOG CODE ENFORCEMENT SERVICES**

**Address:** 508 Pineburr Ave SW

**Photos and Notes collected as evidence. Photos taken on this day:** 07/09/2025





**TOWN OF VALDESE**  
**WPCOG CODE ENFORCEMENT SERVICES**

**WPCOG Code Enforcement Nuisance Inspection Checklist**

**Valdese Town Code Chapter 9. Residential Minimum Housing**

The existence and occupation of dwellings that are unfit for human habitation are inimical to the welfare and dangerous and injurious to the health and safety of the people of this State. A public necessity exists for the repair, closing, or demolition of such dwellings. Whenever any local government finds that there exists in the planning and development regulation jurisdiction dwellings that are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents or other calamities; lack of ventilation, light, or sanitary facilities; or other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government, power is conferred upon the local government to exercise its police powers to repair, close, or demolish the dwellings consistent with the provisions of this Article. Ref: (NCGS 160D-12)

**Sec. 9-1069. - Space use.**

☐ The minimum standards for space use are as follows:

- (1) A principal area shall not have less than one hundred fifty (150) square feet.
- (2) A kitchen-dining room combination, if any, shall have not less than one hundred (100) square feet.
- (3) A first bedroom, if any, shall have not less than one hundred (100) square feet.
- (4) A second bedroom, if any, shall have not less than seventy (70) square feet.
- (5) Each habitable room shall have at least seventy (70) square feet.
- (6) At least one hundred fifty (150) square feet of floor space in habitable rooms shall be provided for the first occupant in each dwelling unit; at least one hundred (100) square feet of additional floor space shall be provided for each of the next three (3) occupants; and at least seventy-five (75) square feet of additional floor space shall be provided for each additional occupant over the number of four (4) (children one (1) year of age and under shall not be counted).
- (7) At least seventy (70) square feet of bedroom floor space shall be provided for the first occupant; at least twenty (20) square feet of additional bedroom floor space shall be provided for the second occupant; and at least thirty (30) square feet of additional bedroom floor space shall be provided for each occupant over the number of two (2) (children one (1) year of age and under shall not be counted).
- (8) Those habitable rooms which must be included to meet the foregoing minimum space standards shall be at least seven (7) feet wide in any part with at least one-half of the floor area having a ceiling height of at least seven (7) feet. That portion of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area.
- (9) No basement space shall be used as a habitable room or dwelling unit unless:
  - (a) The floor and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness.
  - (b) The total of window area in each room is equal to at least the window area sizes prescribed in the following section for habitable rooms.
  - (c) The total of functionally opening window area in each room is equal to at least the room area prescribed in the following section for habitable rooms, except where there is supplied some other device affording adequate ventilation approved by the director of inspections.
- (10) Toilet and bathing facilities shall be structurally enclosed and shall be located so as not to require passage through an openable area.

**TOWN OF VALDESE**

**WPCOG CODE ENFORCEMENT SERVICES**

- (11) Bathroom walls, toilet room walls and bedroom walls shall have no holes or excessive cracks.
- (12) Access shall be provided to all rooms within a dwelling unit without passing through a public space or another dwelling unit.
- (13) Doors shall be provided at all doorways leading to bedrooms, toilet rooms, bathrooms and at all rooms adjoining a public space.
- (14) Each living unit shall have a specific kitchen space, which contains a sink with counter workspace and has hot and cold running water and adequate space for storing cooking utensils.
- (15) Electric, water and sewer must be in working order.

**Sec. 9-1070. - Light and ventilation.**

☐ The minimum standards for light and ventilation are as follows:

- (1) Every habitable room shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window area measured between stops for every habitable room shall be eight (8) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light obstruction structures are located less than five (5) feet from the window and extend to a level above that of the ceiling of the room, they shall not be included as contributing to the required minimum total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15) percent of the total floor area of such room.
- (2) Every room in a dwelling unit and means of egress shall be sufficiently illuminated so as to provide safe and satisfactory uses.
- (3) Year-round mechanically ventilating systems may be substituted for windows, as required herein, but must be approved by the code enforcement officer, in rooms other than rooms used for sleeping purposes.
- (4) All outside windows and doors used for ventilation shall be screened.
- (5) All windows and doors shall be made weather tight.
- (6) Windows and doors shall have no broken glass and shall have adequate operable locks and hardware.
- (7) Openable window area in each toilet room shall be at least two (2) square feet, unless served by mechanical ventilation.
- (8) Natural ventilation of spaces such as attics and enclosed non-basement space shall be provided by openings of sufficient size to overcome dampness and to minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics.
- (9) Utility spaces containing heat-producing, air-conditioning and other equipment shall be ventilated according to manufacturer's requirements.
- (10) Mechanical ventilation shall be of sufficient size to eliminate dampness and odors of the area it is serving.

**Sec. 9-1071. - Exits.**

- ☐ (a) Two (2) main exits, each at least thirty (30) inches wide and six (6) feet eight (8) inches high, easily accessible to the occupants of each housing unit, shall be provided, unless a single exit is permitted as an exception by provisions of the state building code, as from time to time amended. All exit doors shall be easily operable.
- ☐ (b) Platforms, steps and/or handrails shall be provided to serve exits and maintained in a safe condition.

**Sec. 9-1072. - Plumbing.**

**TOWN OF VALDESE**

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The minimum plumbing standards are as follows:

- (1) The plumbing systems shall be connected to the Town sanitary sewer system, where available; otherwise, the plumbing system shall be connected onto an approved septic tank.
- (2) All plumbing fixtures shall meet the standards of the Town plumbing code and shall be maintained in a state of good repair and in good working order.
- (3) There shall be provided a hot water heater (minimum thirty-gallon capacity) furnishing hot water to each tub or shower, lavatory and kitchen sink.
- (4) Installed water supply inside the building shall be provided for each housing unit.
- (5) Installed water closet, tub or shower, lavatory and sink shall be provided for each dwelling unit.
- (6) Separate toilet facilities shall be provided for each dwelling unit.
- (7) Toilet and bathing facilities shall be structurally protected from the weather.
- (8) All water piping shall be protected from freezing by proper installation in protected space.
- (9) At least one (1) main vent of a minimum diameter of two (2) inches shall be properly installed for each building.
- (10) Sewer and water lines shall be properly supported with no broken or leaking lines.

**Sec. 9-1073. - Heating.**



The minimum heating standards are as follows:

- (1) Reserved.
- (2) Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms and bathrooms in every dwelling unit located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance three (3) feet above floor level, under ordinary minimum winter conditions.
- (3) All gas-heating and oil-heating equipment installed on the premises shall be of a type approved by Underwriters' Laboratories or by the American Gas Association and shall be installed in accordance with the provisions of the state building code.
- (4) Liquid fuel stored on the premises shall be stored in accordance with the provisions of the National Fire Prevention Association standards.
- (5) Chimneys and fireplaces shall have no loose bricks.
- (6) Flues shall have no holes.
- (7) There shall be no hanging masonry chimneys.
- (8) Thimbles shall be grouted in tight.
- (9) Thimbles shall be installed high enough for stovepipe to rise one-fourth inch per foot minimum.
- (10) Hearths shall be at least twenty (20) inches deep and seven (7) inches beyond each side of the fireplace opening.
- (11) No combustible materials shall be within seven (7) inches beyond each side of the fireplace opening.
- (12) If the fireplace opening is closed because of hazardous conditions, the closure shall be of masonry or other approved material as determined by the code enforcement officer.
- (13) Any stove shall be within six (6) feet of the thimble serving it.
- (14) Stovepipes and vents shall comply with volume 3 of the state building code.



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(15) No unvented combustible space heaters shall be used.

**State Law reference - G.S. §136-443.1**

**Sec. 9-1074. - Electricity.**

☐ The minimum electrical standards are as follows:

- (1) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles, which shall be connected in such manner as determined by the *National Electric Code*, as adopted by the Town.
- (2) No receptacles, ceiling fixtures or other fixtures shall be broken or hanging loose.
- (3) All toggle switches and fixtures shall be safely operable.
- (4) At least two (2) duplex convenience outlets, as remote from each other as practicable, shall be provided per habitable room.
- (5) At least one (1) light outlet in each bathroom, hall, kitchen and porch, and over exterior steps to the second floor shall be provided.
- (6) There shall be no bare wires, open joints or spliced cables.
- (7) Flexible cords shall not be used as a substitute for the fixed wiring of a structure, nor shall flexible cords be run through holes in walls, ceilings or floors, through doorways, windows, or similar openings, or be attached to building surfaces or concealed behind building walls, ceilings or floors.
- (8) No branch circuits shall be overloaded.
- (9) A minimum of three (3) branch circuits, plus separate circuits for each fixed appliance, shall be provided in each dwelling unit.
- (10) There shall be provided service equipment and a lighting panel of adequate capacity and size (minimum of sixty-ampere capacity) to accommodate the existing or the required number of branch circuits, and the equipment shall be properly grounded.
- (11) Outlets in kitchens and bathrooms shall be ground-fault interrupter device protected.
- (12) All residences shall have a smoke detector on each livable floor. The property owner shall be responsible for installing a fresh battery with change in tenants; the tenant shall be responsible for maintaining the unit and shall not commit any act that shall render the unit inactive.
- (13) All rental dwelling units having a fossil fuel burning heater or appliance or fireplace shall provide a minimum of one operable carbon monoxide detector per unit per level. A carbon monoxide detector is also required for an attached garage. The landlord shall install, replace or repair the carbon monoxide monitor(s) unless the landlord and tenant have a written agreement to the contrary.

**Sec. 9-1075. - Structural requirements.**

☐ The minimum structural standards shall be as follows:

- (1) *Foundation:*
  - a. A foundation shall support the building at all points and shall be free of holes and cracks which admit rodents, water or dampness to the interior of the building or which lessen the capability of the foundation to support the building.
  - b. The foundation shall be on firm, reasonably dry ground, and there shall be no water standing or running under the building.
  - c. Footings shall be sound and have adequate bearing capacity.
  - d. Piers shall be sound.

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**WPCOG CODE ENFORCEMENT SERVICES**

- e. No wood stiff knees or other improper piers shall be allowed.
- f. All structures shall be underpinned or enclosed in an approved manner, such as aluminum, galvanized, asbestos or masonry.

**(2) Floors:**

- a. No rotted or termite-damaged sills shall be allowed.
- b. No broken, overloaded or sagging sills shall be allowed.
- c. Sills shall be reasonably level.
- d. Sills shall be properly and sufficiently supported.
- e. Sills shall clear the ground by at least eighteen (18) inches.
- f. No rotted or termite-damaged joists shall be allowed.
- g. No broken or sagging joists shall be allowed.
- h. Flooring shall be weather tight without holes or cracks which permit air to excessively penetrate rooms.
- i. Flooring shall be reasonably smooth, not rotten or worn through.
- j. No loose flooring shall be allowed.
- k. Floors shall be reasonably level.

**(3) Walls, exterior:**

- a. Every exterior wall shall be protected with paint or other protective covering to prevent the entrance or penetration of moisture or the weather.
- b. No studs which are rotted or termite-damaged shall be allowed.
- c. No broken or cracked structural members shall be allowed.
- d. No loose siding shall be allowed.
- e. Walls used as partitions shall not lean or buckle.
- f. No deteriorated siding or covering shall be allowed.

**(4) Walls, interior:**

- a. The interior finish shall be free of holes and cracks, which permit air to excessively penetrate rooms.
- b. No loose plaster, loose boards or other loose wall materials shall be allowed.
- c. There shall be no cardboard, newspaper or other highly combustible material allowed as a wall finish.
- d. No studs shall be rotted or termite-damaged.
- e. No broken or cracked studs or other broken or cracked structural members shall be allowed.

**(5) Ceilings:**

- a. No joists shall be rotted, broken or sagging or have improperly supported ends.
- b. There shall be allowed no holes or cracks, which permit air to excessively penetrate rooms.
- c. No loose plaster, loose boards, loose sheetrock or other loose ceiling finish shall be allowed.
- d. There shall be allowed as ceiling finishes no cardboard or other highly combustible material.

**(6) Roofs:**

- a. Rafters shall not be rotted, broken or sagging or have improperly supported ends.

**TOWN OF VALDESE**  
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- b. No rafters seriously fire-damaged shall be allowed.
- c. Attics shall be properly vented.
- d. No rotted, loose or sagging sheathing shall be allowed.
- e. No loose roof covering shall be allowed nor shall there be allowed any holes or leaks, which could cause damage to the structure or rooms.
- f. Walls and chimneys shall have proper flashing.

(7) *Stairs and steps:*

- a. Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.
- b. Stairwells and flights of stairs more than four (4) risers or having risers more than thirty (30) inches high shall have rails not less than two (2) feet six (6) inches measured vertically from the nose of the treads to the top of the rail.
- c. Every rail shall be firmly fastened and maintained in good condition.
- d. No flight of stairs settled more than one (1) inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- e. No rotting, sagging or deteriorated supports shall be allowed.

(8) *Porches and appurtenances:*

- a. Every outside and inside porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be kept in sound condition and good repair.
- b. Protective railings shall be required on any unenclosed structure over three (3) feet from the ground level.

(9) *Accessory structures:* All accessory buildings and structures, including detached garages, shall be maintained structurally sound and in good repair or shall be raised to grade level and the debris therefrom removed from the premises.

(10) *Supplied facilities:* Every supplied facility, piece of equipment or utility which is required under this article shall be so constructed or installed that it will function safely and effectively and shall be maintained in satisfactory working condition.

**Sec. 9-1076. - Property maintenance.**

☒ The minimum property maintenance standards are as follows:

(1) *Buildings and structures:*

- a. Exterior wood surfaces not inherently resistant to deterioration shall be treated with a protective coating of paint or other suitable preservative, with sufficient frequency to prevent deterioration.
- b. Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.

(2) *Public areas:* Every owner of a structure containing two (2) or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the structure and premises thereof.

(3) *Rubbish and garbage:* Every person who occupies and controls a dwelling unit shall dispose of all rubbish and garbage in a clean and sanitary manner by placing it in proper storage facilities.

(4) *Premises:*

- a. Fences and other minor structures shall be maintained in safe and substantial condition.

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- b. Yards and courts shall be kept clean and free of physical hazards, rubbish, trash and garbage.
- c. No heavy undergrowth or accumulations of plant growth which are noxious or detrimental to health shall be allowed.
- d. Every premises shall be provided with all-weather vehicular access to and from the premises at all times by an abutting public or private street.
- e. Walks and steps, constructed so as to provide safety, reasonable durability and economy of maintenance, should be provided for convenient all-weather access to the structure.
- f. Access to the rear yard from each dwelling unit shall be required. Such access is not, however, acceptable where it is dependent upon passage through another dwelling unit. Each building shall be provided with access to the rear yard. This access for a detached dwelling shall be directly from a street.
- g. Any nonresidential use of the premises shall be subordinate to its residential use and character.

**(5) *Infestation:***

- a. Premises, buildings and structures shall, by generally accepted methods of extermination, be maintained free of vermination and rodent harborage and infestation.
- b. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement or cellar, which might provide an entry for rodents, shall be supplied with screens installed or with such other approved devices as will effectively prevent entrance by rodents.
- c. Every head-of-household occupant of a structure containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; and every head-of-household occupant of a dwelling unit in a structure containing more than one (1) dwelling unit shall be responsible for such extermination whenever the dwelling unit is the only one infested. Whenever infestation is caused by failure of the owner to maintain a structure in a rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any structure or in the shared or public parts of any structure containing two (2) or more dwelling units, extermination shall be the responsibility of the owner.

**(6) *Cleanliness:*** Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

**(7) *Supplied plumbing fixtures:*** Every occupant of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of same.

**(8) *Care of facilities, equipment and structure:*** No occupant shall willfully destroy, deface or impair any of the facilities or equipment of any part of the structure of a dwelling or dwelling unit.

**(9) *Lead Paint*** per North Carolina G.S. 130A-131.7 All property owners shall comply with lead paint provisions and abatement. Property owner assumes all costs of abatement and repairs. All homes constructed before the year 1978 will be subject to lead paint testing.

**TOWN OF VALDESE**  
**WPCOG CODE ENFORCEMENT SERVICES**

**Valdese Code Enforcement: Part 9, Chapter 1, Article D - Minimum Housing Procedure**

**Step 1. Preliminary Findings**

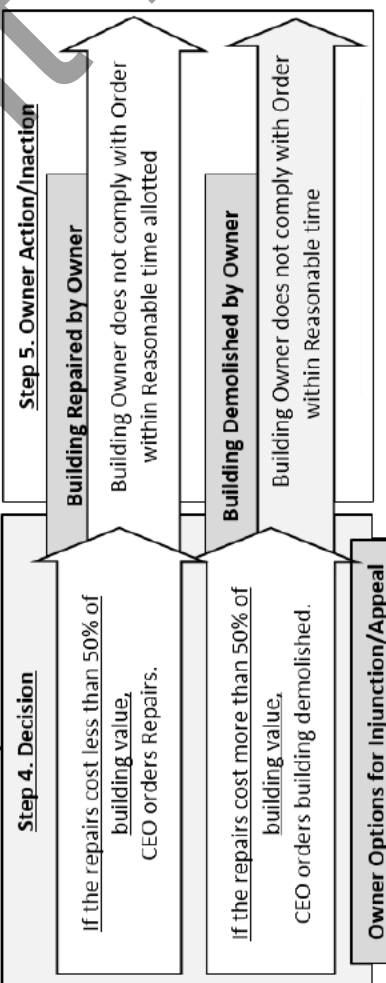
Whenever a petition is filed with the Code Enforcement Officer (CEO), by a public authority or by at least (5) residents of the city, charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the CEO that any dwelling or dwelling unit is unfit for human habitation, the CEO shall conduct an investigation to confirm or deny the complaint.

**Step 2. Code Enforcement Officer Issues Notice of Violation/Hearing**

If the CEO confirms there are violations of the town ordinance present, the officer shall give notice (NOV- Notice of Violation) to the owner, lessee or other person in possession of the premises in writing (By either Regular Mail, Certified Mail, or In-Person Delivery) setting forth his findings and describing the appropriate corrective action. Complaint will state the charges and contain a notice that a hearing will be held before the CEO not less than 10 days and no more than 30 days from mailing the complaint.

**Step 3. Code Enforcement Officer Holds Hearing**

The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one (1) of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. If after such notice and hearing the official determines that the dwelling under consideration is unfit for human habitation, the code enforcement officer shall state in writing the findings of fact in support of such determination and shall issue and cause to be served upon the owners an order as follows:



**Owner Petition**

Any person aggrieved by an order issued by the official may petition the superior court for an injunction restraining the official from carrying out the order or decision and the court may, upon such petition, issue a temporary injunction restraining the official pending a final disposition of the case. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. **If denied, time-period is resumed.**

**Owner Appeal**

An appeal from any decision or order of the code enforcement officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within ten days from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal with the planning department which shall specify the grounds upon which the appeal is based. The board of adjustment shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the official, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

**Step 6. Town Action**

City Council Adopts an Ordinance that States the Building will be Repaired or Demolished within 90 Days.

Council Adopts an Ordinance to Order Code Enforcement Officer to Demolish the Building.

**Building is repaired or demolished by the Town and a Lien placed against the Real Property.**

(the above space is left blank for recording purposes)

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**PREPARED BY/RETURN TO:**

Timothy D. Swanson, Attorney  
Young, Morphis, Bach & Taylor, LLP  
Post Office Drawer 2428  
Hickory, North Carolina 28603

**AN ORDINANCE DIRECTING TOWN OFFICIALS TO VACATE AND CLOSE THE  
PROPERTY HEREIN DESCRIBED AS AN IMMINENT DANGER TO THE PUBLIC  
AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY  
NOT BE OCCUPIED**

**WHEREAS**, N.C. Gen. Stat. § 160D-1201, et seq. authorizes any local government by ordinance to provide for the repair, closing, or demolition of dwellings, as defined by N.C. Gen. Stat. § 160D-1201(a), found unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light, or sanitary facilities, or other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the local government; and

**WHEREAS**, the Town has adopted by ordinance in Division II, Part 9, Chapter 1, Article D of the Town of Valdese Code of Ordinances (“Minimum Housing Standards”) to provide for the repair, closing, or demolition of dwellings found unfit for human habitation; and

**WHEREAS**, on or about July 11, 2025, the Code Enforcement Officer, as defined in Section 9-1061 of the Minimum Housing Standards, found that the Dwelling located at 508 Pineburr Avenue SW, Valdese, North Carolina, Parcel ID: 2733731506 (the “Dwelling”), as unfit for human habitation; and

**WHEREAS**, on July 11, 2025, the Code Enforcement Officer, after conducting a preliminary investigation disclosing a basis for such charges, issued and caused to be served on



Kristina J. Bolick, the Owner of the Dwelling, as defined by N.C. Gen. Stat. § 160D-1202(1), and parties in interest of such Dwelling a complaint stating the charges in that respect and containing a notice that an administrative hearing would be held before the Code Enforcement Officer, or the designated agent, at a place within Burke County; and

**WHEREAS**, after notice and an administrative hearing, the Code Enforcement Officer determined that the Dwelling was unfit for human habitation due to the fact that the Dwelling consisted of a tent without sanitary facilities and stated, in writing, findings of fact to support that determination; and

**WHEREAS**, the repair to the Dwelling cannot be made at a reasonable cost in relation to the value of the Dwelling; and

**WHEREAS**, on July 25, 2025, the Code Enforcement Officer issued and caused to be served on the Owner an order requiring the Owner to vacate and remove the Dwelling by not later than September 25, 2025; and

**WHEREAS**, the Owner of the Dwelling has been given a reasonable opportunity to bring the Dwelling into conformity with the Minimum Housing Standards, but has failed to comply; and

**WHEREAS**, N.C. Gen. Stat. § 160D-1203 provides that if the Owner fails to comply with an order to vacate, close and/or remove the Dwelling, the Code Enforcement Officer may, following ordinance adopted by the governing board, cause the Dwelling to be vacated, closed, posted with a placard on the main entrance of the Dwelling the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful," and removed; and

**WHEREAS**, the Town Council has determined that the Dwelling is unfit for human habitation due to lack of sanitary facilities rendering the Dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety, morals, or otherwise inimical to the welfare of the residents of the Town of Valdese; and

**WHEREAS**, based on the foregoing, the Town Council finds that the Dwelling should be vacated, closed, and removed to meet the requirements of the Minimum Housing Standards, and should be placarded by placing thereon a notice prohibiting use for human habitation until removed; and

**WHEREAS**, the Town Council finds that all of the provisions of the Minimum Housing Standards have been complied with as a condition of the adoption of this Ordinance.

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

**SECTION 1.** The Owner of the Dwelling having been notified in accordance with Chapter 160D of the North Carolina General Statutes, is hereby ordered to vacate the Dwelling on or before October \_\_\_\_, 2025.

**SECTION 2.** The real property upon which the Dwelling is situated is more particularly described as follows:

TRACT I. BEGINNING on an iron stake and pointers, Shuping northeast corner of Shuping residence lot and runs North 7½ poles to an iron pipe; thence East 7½ poles to a stake; thence South 10° West 7½ poles to 3 white oaks; thence West to the BEGINNING.

TRACT II. BEGINNING on an iron and pointers, the Shuping northeast corner of residence lot and runs East 7 poles to 3 white oak trees; thence South 11 poles to a stake on north edge of a public road; thence with the north edge of said road West 3 poles to a stake, thence North 65° West 3 poles to a stake in Shuping line; thence North with his line 7 poles to the BEGINNING.

Parcel ID: 2733731506

**SECTION 3.** That the Owner of the real property described herein is Kristina J. Bolick.

**SECTION 4.** The Code Enforcement Officer or his designee is hereby authorized and directed to place a placard on the main entrance of the Dwelling containing the legend: “THIS DWELLING IS UNFIT FOR HUMAN HABITATION. THE USE OR OCCUPATION OF THIS DWELLING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL. ANYONE FOUND TRESPASSING ON THE PROPERTY CAN BE CHARGED WITH A CLASS 1 MISDEMEANOR.”

**SECTION 5.** It shall be unlawful for any person to remove or cause to be removed the placard from Dwelling to which it is affixed thereto pursuant to this Ordinance. It shall likewise be unlawful for any person to occupy or to permit the occupancy of Dwelling having been declared to be unfit for human habitation. Occupation of a building so posted shall constitute a Class 1 misdemeanor.

**SECTION 6.** That Owner and parties in interest of the Dwelling are hereby ordered to vacate and close the Dwelling found by the Code Enforcement Officer and Town Council to be unfit for human habitation within thirty (30) days from the date of adoption of this Ordinance. If the Owner or parties in interest fail to have the Dwelling vacated within thirty (30) days from the adoption of this Ordinance, the Code Enforcement Officer is hereby authorized to commence summary ejectment proceedings pursuant to N.C. Gen. Stat. § 160D1203(8).

If the Owner or parties in interest shall fail or refuse to vacate and close Dwelling within the time allowed, then the Code Enforcement Officer is hereby authorized to proceed to vacate, close and secure and demolish the Dwelling in accordance with this Ordinance pursuant to the Minimum Housing Standards and N.C. Gen. Stat. § 160D-1203. The cost of vacating and closing, or removal and demolition by the Code Enforcement Officer shall be a lien against the real property upon which the cost was incurred as provided in the Minimum Housing Standards and N.C. Gen. Stat. § 160D-1203(7).

**SECTION 7.** The Code Enforcement Officer or his designee is further directed and authorized to take such other and further action and exercise such other powers with respect to said dwelling as may be necessary or convenient to carry out and effectuate the provisions of the Minimum Housing Code of the Town of Valdese.

**SECTION 8.** That any person violating the provision of this Ordinance or the Minimum Housing Standards shall be subject to the penalties and fines set forth in Section 9-1085. If the violation is continued, each day's violation shall be a separate offense. In addition, this Ordinance may be enforced by an appropriate equitable remedy such as an injunction or order of abatement issuing from any court or competent jurisdiction pursuant to N.C. Gen Stat. § 106D-1208 and by any, all, or a combination of the remedies as authorized and prescribed by law or under the Town of Valdese Code of Ordinances.

**SECTION 9.** That the Town Clerk is hereby directed to record a certified copy of this Ordinance in the Office of the Burke County Register of Deeds and see that it is properly indexed in the name of the Owner in the grantor index.

**SECTION 10.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 11.** That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 12.** That the Town Attorney is authorized to proceed with in rem foreclosure proceedings to collect taxes and liens owed for the property, if any.

**SECTION 13.** This Ordinance shall become effective upon its adoption.

**ORDAINED** by Town Council for the Town of Valdese, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2025.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST:

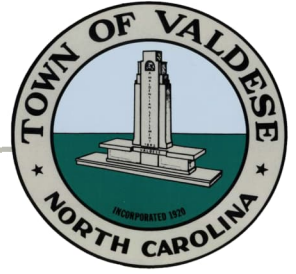
\_\_\_\_\_  
Jessica Lail, Town Clerk

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

(Seal)

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Utility Line Replacement 2025-2026

Meeting: October 6, 2025

Presenter: Bo Weichel

### ITEM OF INTEREST:

Setup a capital project ordinance (CPO) for several utility line projects adopted in the FY25-26 CIP budget.

### BACKGROUND INFORMATION:

The Town of Valdese's adopted FY25-26 Budget included appropriations within the Utility Fund Capital Improvements Plan (CIP) to advance critical water and sewer infrastructure replacements. To formally account for and manage these capital funds, it is necessary to establish a Capital Project Ordinance (CPO). This mechanism provides the financial structure required under North Carolina General Statutes to track revenues, appropriations, and expenditures for the life of the project.

The specific project covered under this ordinance carries a total estimated value of \$2,054,000 in the 25-26 fiscal year.

The project consists of multiple line replacements designed to modernize and improve reliability of the utility system.

-Rodoret Street North: Replacement of existing sanitary sewer lines along the backs of residences and replacement of the existing water main line.

-Rodoret Street South (west side): Replacement of an existing sanitary sewer line along the backs of residences.

-Jefferson Avenue NE: Replacement of an existing sanitary sewer line.

-Curville Street NE: Replacement of the existing water main line.

This initial CPO establishes the project in the Town's financial system and authorizes expenditures for professional engineering services. These steps are required to prepare bid documents, secure regulatory permits, and move the project toward construction.

At this stage, the CPO does not yet include construction funding. Once contractor bids are received, evaluated, and accepted by Town Council, the ordinance will be amended to reflect full construction costs and funding sources.

### BUDGET IMPACT:

Transfer from the utility fund.

### RECOMMENDATION / OPTIONS:

By adopting this CPO, the Town ensures proper accounting for professional engineering services associated with its FY25-26 Utility Fund CIP. This action provides the necessary financial framework to advance the Rodoret, Jefferson, and Curville utility line replacements, while reserving future amendment authority to incorporate actual construction costs.

### LIST OF ATTACHMENTS:

Capital Project Ordinance #56

**TOWN OF VALDESE**  
**UTILITY LINE REPLACEMENT for FISCAL YEAR 2025-2026**  
**CAPITAL PROJECT BUDGET 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 **Utility Line Replacement – Fiscal Year 2025-2026**. The project proposes the replacement of existing sanitary sewer lines along the backs of residences on Rodoret Street North, replacement of the existing water main line along Rodoret Street North, replacement of an existing sanitary sewer line along the backs of residences on the west side of Rodoret Street South, replacement of an existing sanitary sewer line along the backs of residences on Jefferson Avenue NE, and replacement of the existing water main line on Curville Street NE. This project is part of the Town's annual Capital Improvements Plan (CIP) and has a total estimated value of \$2,054,000 for the 2025-2026 fiscal year.

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:

<b><u>Source</u></b>	<b><u>Amount</u></b>	<b><u>Assigned Account Number</u></b>
Utility Fund	335,000	56.3000.000
	-----	
	\$ 335,000	
	=====	

Section 4. The following amounts are appropriated for the project:

<b><u>Source</u></b>	<b><u>Amount</u></b>	<b><u>Assigned Account Number</u></b>
Survey/Design/Permitting Phase	\$ 213,000	56.8120.100
Bidding and Award Phase	12,000	56.8120.200
Construction Admin Phase	110,000	56.8120.300
	-----	
	\$ 335,000	
	=====	

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 October, 2025.

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Charles Watts., Mayor

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Jessica Lail, Town Clerk



# Town of Valdese

## AGENDA MEMO



☐ Resolution
 ☒ Ordinance
 ☐ Contract
 ☐ Discussion
 ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Water Plant Bulk Chemical Facility Improvements

Meeting: October 6, 2025

Presenter: Bo Weichel

### ITEM OF INTEREST:

Setup a capital project ordinance (CPO) for the engineering work involved with the replacement of the existing bulk storage chemical tanks, piping, valves, and associated appurtenances for the Aluminum Sulfate feed system and the Caustic feed system.

### BACKGROUND INFORMATION:

The Town's Utility Fund CIP identified the replacement of bulk chemical storage and feed systems at the Water Treatment Plant. The project includes new Aluminum Sulfate and Caustic bulk storage tanks, piping, valves, and appurtenances, along with protective coatings in the existing containment area.

Originally budgeted at \$780,000 for the next FY26–27, this work is recommended to be coordinated with the larger Water Treatment Plant Upgrades Project currently under design and funded through the NC Legislature. Combining these efforts will:

- Improve efficiency by packaging work under one construction contract.
- Ensure updated cost estimates are included in the overall project budget.
- Streamline permitting and construction sequencing.
- Limit future disruption to plant operations while ensuring compliance with NCDEQ standards.

Setting up this project for the engineering services will provide the needed cost estimates to incorporate this work into the larger upgrade project that will be bid in a few months.

### BUDGET IMPACT:

Transfer from the utility fund.

### RECOMMENDATION / OPTIONS:

Authorize this Project Ordinance to proceed with design and cost estimating services, allowing the Water Plant Bulk Chemical Facility Improvements to be integrated into the Water Treatment Plant Upgrades Project.

### LIST OF ATTACHMENTS:

Capital Project Ordinance #57

TOWN OF VALDESE  
WATER PLANT BULK CHEMICAL FACILITY IMPROVEMENTS  
CAPITAL PROJECT BUDGET 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 **Water Plant Bulk Chemical Facility Improvements**. The project proposes the replacement of the existing bulk storage chemical tanks, piping, valves, and associated appurtenances for the Aluminum Sulfate feed system and the Caustic feed system. In addition, coatings will be applied within the existing containment area as required to ensure compliance and long-term facility protection. This project has been developed through the Town's annual Capital Improvements Plan (CIP) and has a total estimated value of \$780,000 for the 2026–2027 fiscal year. The work is planned to be coordinated with and incorporated into the ongoing **Water Treatment Plant Upgrades Project** currently being completed with appropriation of funds from the North Carolina State Legislature.

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>
Utility Fund	57,000	57.3000.000
	-----	
	\$ 57,000	
	=====	

Section 4. The following amounts are appropriated for the project:

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Survey/Design/Permitting Phase	\$ 55,000	57.8100.100
Bidding and Award Phase	2,000	57.8100.200
	-----	
	\$ 57,000	
	=====	

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 October, 2025.

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Charles Watts., Mayor

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Jessica Lail, Town Clerk

**TOWN OF VALDESE**  
**Revenue Statement**  
 Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
2019 AD VALOREM TAXES	10-3010-191	0.00	503.25	503.25	-503.25	0.00
2020 AD VALOREM TAXES	10-3010-201	0.00	135.18	135.18	-135.18	0.00
2021 AD VALOREM TAXES	10-3010-211	2,000.00	103.39	103.39	1,896.61	5.17
2022 AD VALOREM TAXES	10-3010-221	2,000.00	479.44	479.44	1,520.56	23.97
2023 AD VALOREM TAXES	10-3010-231	2,000.00	1,477.21	1,477.21	522.79	73.86
2024 AD VALOREM TAXES	10-3010-241	9,000.00	14,726.85	14,726.85	-5,726.85	163.63
2025 AD VALOREM TAXES	10-3010-251	2,317,018.00	1,353,310.89	1,353,310.89	963,707.11	58.40
MOTOR VEHICLE TAXES	10-3100-000	200,000.00	60,914.51	60,914.51	139,085.49	30.45
TAX REFUNDS	10-3120-001	-10,545.00	0.00	0.00	-10,545.00	0.00
TAX PENALTY & INTEREST	10-3170-000	6,000.00	1,820.34	1,820.34	4,179.66	30.33
OCCUPANCY TAX	10-3200-000	95,000.00	60,353.47	60,353.47	34,646.53	63.53
INTEREST EARNED ON INVESTMENT	10-3290-000	435,000.00	181,452.90	181,452.90	253,547.10	41.71
RENTS	10-3310-000	74,400.00	20,196.50	20,196.50	54,203.50	27.14
ABC STORE	10-3330-000	165,000.00	0.00	0.00	165,000.00	0.00
OTHER	10-3350-030	2,500.00	3,819.51	3,819.51	-1,319.51	152.78
UTILITY FRANCHISE TAX	10-3370-000	440,000.00	111,465.87	111,465.87	328,534.13	25.33
ALCOHOL/BEVERAGE TAX	10-3410-000	22,000.00	0.00	0.00	22,000.00	0.00
POWELL BILL ST ALLOCATION	10-3430-000	198,300.00	99,019.63	99,019.63	99,280.37	49.93
UNRESTRICTED SALES TAX	10-3450-010	1,879,492.00	517,974.96	517,974.96	1,361,517.04	27.55
JAIL FEES	10-3580-000	500.00	126.00	126.00	374.00	25.20
REFUSE COLLECTION FEES	10-3590-000	210,000.00	55,328.62	55,328.62	154,671.38	26.34
RECYCLE FEES	10-3590-010	86,000.00	23,242.03	23,242.03	62,757.97	27.02
SOLID WASTE DISPOSAL TX	10-3590-020	3,800.00	910.13	910.13	2,889.87	23.95
CEMETERY REVENUES	10-3610-000	0.00	305.00	305.00	-305.00	0.00
SALES TAX CERTIFICATION REFUN	10-3670-000	5,000.00	0.00	0.00	5,000.00	0.00
FINES	10-3930-002	0.00	700.00	700.00	-700.00	0.00
HOUSING AUTHORITY	10-3970-020	26,000.00	0.00	0.00	26,000.00	0.00
PARAMOUNT FORD	10-3970-021	1,910.00	425.94	425.94	1,484.06	22.30
XTREME MACHINES	10-3970-022	809.00	149.64	149.64	659.36	18.49
ORS FACILITY RENTALS	10-3970-025	22,075.00	3,242.00	3,242.00	18,833.00	14.68
ORS AUDITORIUM & TICKET SALES	10-3970-026	58,000.00	12,481.00	12,481.00	45,519.00	21.51
ORS LEASES	10-3970-027	25,492.00	6,308.00	6,308.00	19,184.00	24.74

**TOWN OF VALDESE**  
**Revenue Statement**  
 Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
C.A. TOURS	10-3970-028	600.00	0.00	0.00	600.00	0.00
YOUTH SPORTS REGISTRATION FEE	10-3970-029	15,500.00	4,132.00	4,132.00	11,368.00	26.65
COMMUNITY CENTER MEMBERSHIPS	10-3970-030	150,000.00	36,662.08	36,662.08	113,337.92	24.44
COMMUNITY CENTER CONCESSIONS	10-3970-031	48,000.00	13,048.55	13,048.55	34,951.45	27.18
SUMMER SWIM TEAM	10-3970-032	4,000.00	5.00	5.00	3,995.00	0.12
BOWLING	10-3970-033	52,500.00	13,428.50	13,428.50	39,071.50	25.57
VENDING	10-3970-034	1,500.00	0.00	0.00	1,500.00	0.00
RECREATION CREDIT CARD FEES	10-3970-035	3,000.00	861.34	861.34	2,138.66	28.71
WALDENSIAN FOOTRACE	10-3970-036	3,500.00	3,539.80	3,539.80	-39.80	101.13
MCGALLIARD FALLS CONCESSIONS	10-3970-038	3,600.00	0.00	0.00	3,600.00	0.00
RECREATION MISC REV & PARK RE	10-3970-039	32,000.00	7,535.00	7,535.00	24,465.00	23.54
ORS FACILITY FEES	10-3970-126	2,000.00	544.00	544.00	1,456.00	27.20
TEACHERS COTTAGE RENTALS	10-3970-127	8,000.00	1,298.50	1,298.50	6,701.50	16.23
MERCHANDISE SALES	10-3970-128	3,000.00	1,677.00	1,677.00	1,323.00	55.90
C.A. CONCESSIONS	10-3970-129	3,400.00	1,218.67	1,218.67	2,181.33	35.84
PRO RATA	10-3970-300	1,100,000.00	183,333.32	183,333.32	916,666.68	16.66
CAPITAL PROJECTS	10-3970-302	221,000.00	221,000.00	221,000.00	0.00	100.00
FESTIVAL	10-3970-920	23,500.00	8,666.00	8,666.00	14,834.00	36.87
FUND BALANCE APPROPRIATED	10-3990-000	168,040.79	0.00	0.00	168,040.79	0.00
PROCEEDS FROM GRANTS	10-3995-002	30,000.00	27,000.00	27,000.00	3,000.00	90.00
TOTAL FUND REVENUE:		8,151,891.79	3,054,922.02	3,054,922.02	5,096,969.77	37.47
TOTAL REVENUE:		8,151,891.79	3,054,922.02	3,054,922.02	5,096,969.77	37.47%

Date run: 10/1/2025 11:45:28 AM

## TR-401E Net Collections Report

NCPTS V4

Data as of: 9/30/2025 8:11:48 PM

## Report Parameters:

Date Sent to Finance Start: Min - July 1, 2025

Date Sent to Finance End: Max - September 30, 2025

Abstract Type: BUS,IND,PUB,REI,RMV

Tax District: VALDESE

Levy Type: Interest, LATE LIST PENALTY, TAX

Tax Year: 2025, 2024, 2023

Year For: 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017,  
2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008,  
2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999,  
1998, 1997, 1996

Collapse  
Districts: N

Default Sort-By: Tax Year

Grouping: Tax District, Levy Type

Tax Year	Opening Uncollected as of 7/1/2025 (\$)	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Discovered Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	Unpaid Balance as of 9/30/2025 (\$)
					Additional Levy (\$)			% Uncoll. as of 9/30/2025 (\$)
<b>TAX DISTRICT: VALDESE    LEVY TYPE: Interest</b>								
2025	0.00	0.00	0.00	0.00	0.00	0.00	13.14	0.00
					0.00			NA
2024	0.00	0.00	0.00	0.00	0.00	0.00	340.44	0.00
					0.00			NA
2023	0.00	0.00	0.00	0.00	0.00	0.00	222.55	0.00
					0.00			NA
<b>Sub.</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>576.13</b>	<b>0.00</b>
					<b>0.00</b>			<b>NA</b>
<b>TAX DISTRICT: VALDESE    LEVY TYPE: LATE LIST PENALTY</b>								
2025	0.00	1,606.41	8.24	0.41	0.00	0.00	1,124.83	476.80
					3.87			29.77 %
2024	26.62	0.00	0.79	0.00	0.00	0.00	3.87	21.96
					0.00			1.53 %
2023	17.71	0.00	1.03	0.00	0.00	0.00	0.00	16.68
					0.00			0.87 %
<b>Sub.</b>	<b>44.33</b>	<b>1,606.41</b>	<b>10.06</b>	<b>0.41</b>	<b>0.00</b>	<b>0.00</b>	<b>1,128.70</b>	<b>515.44</b>
					<b>3.87</b>			<b>10.40 %</b>
<b>TAX DISTRICT: VALDESE    LEVY TYPE: TAX</b>								
2025	54,671.67	2,419,946.12	3,254.01	99.00	0.00	0.00	1,555,024.85	918,808.27
					2,568.34			37.14 %
2024	15,406.96	0.00	7.89	0.37	0.00	0.00	5,760.57	9,638.13
					0.00			0.41 %
2023	4,689.11	0.00	10.30	0.00	0.00	0.00	1,507.88	3,170.93
					0.00			0.12 %
<b>Sub.</b>	<b>74,767.74</b>	<b>2,419,946.12</b>	<b>3,272.20</b>	<b>99.37</b>	<b>0.00</b>	<b>0.00</b>	<b>1,562,293.30</b>	<b>931,617.33</b>
					<b>2,568.34</b>			<b>12.32 %</b>
<b>Total</b>	<b>74,812.07</b>	<b>2,421,552.53</b>	<b>3,282.26</b>	<b>99.78</b>	<b>0.00</b>	<b>0.00</b>	<b>1,563,998.13</b>	<b>932,132.77</b>
					<b>2,572.21</b>			<b>12.32 %</b>

Signature (Tax Collector) \_\_\_\_\_

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4100) GOVERNING BODY							
SALARIES & WAGES	10-4100-020	42,000.00	10,500.00	10,500.00	0.00	31,500.00	25.00
FICA TAX PAYABLE	10-4100-050	3,213.00	803.25	803.25	0.00	2,409.75	25.00
TRAVEL EXPENSE	10-4100-140	2,500.00	0.00	0.00	0.00	2,500.00	0.00
DEPT SUPPLIES	10-4100-330	100.00	11.07	11.07	0.00	88.93	11.07
IT	10-4100-490	3,000.00	0.00	0.00	0.00	3,000.00	0.00
MISCELLANEOUS	10-4100-570	500.00	0.00	0.00	0.00	500.00	0.00
TOTAL DEPT: (4100) GOVERNING BODY		51,313.00	11,314.32	11,314.32	0.00	39,998.68	22.04



TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4200) ADMINISTRATION							
SALARIES & WAGES	10-4200-020	514,911.00	133,135.24	133,135.24	0.00	381,775.76	25.85
PART TIME PAY	10-4200-022	18,800.00	4,581.00	4,581.00	0.00	14,219.00	24.36
PROFESSIONAL SERVICES	10-4200-040	176,075.00	21,899.48	21,899.48	25,000.00	129,175.52	26.63
HEALTH REIMBURSEMENT (	10-4200-041	65,000.00	3,513.15	3,513.15	0.00	61,486.85	5.40
FICA TAX PAYABLE	10-4200-050	40,578.00	10,324.49	10,324.49	0.00	30,253.51	25.44
GROUP INSURANCE PAYABL	10-4200-060	48,763.00	10,423.03	10,423.03	0.00	38,339.97	21.37
RETIREMENT EXPENSE	10-4200-070	72,862.00	18,824.77	18,824.77	0.00	54,037.23	25.83
UNEMPLOYMENT CHARGES	10-4200-080	4,000.00	0.00	0.00	0.00	4,000.00	0.00
TELEPHONE	10-4200-110	24,750.00	3,511.96	3,511.96	0.00	21,238.04	14.19
POSTAGE	10-4200-111	4,000.00	502.25	502.25	0.00	3,497.75	12.55
PRINTING EXPENSE	10-4200-120	2,725.00	120.45	120.45	18.15	2,586.40	5.08
UTILITY EXPENSE - ELEC	10-4200-130	10,500.00	2,601.59	2,601.59	0.00	7,898.41	24.77
TRAVEL EXPENSE	10-4200-140	14,610.00	2,368.97	2,368.97	0.00	12,241.03	16.21
MAINT & REPAIR BLDG &	10-4200-150	19,045.00	4,634.80	4,634.80	0.00	14,410.20	24.33
MAINT & REPAIR - EQUIP	10-4200-160	4,600.00	0.00	0.00	0.00	4,600.00	0.00
MAINT & REPAIR - AUTO	10-4200-170	250.00	0.00	0.00	0.00	250.00	0.00
ADVERTISING	10-4200-260	2,850.00	191.16	191.16	0.00	2,658.84	6.70
AUTO SUPPLIES GAS	10-4200-311	1,000.00	32.02	32.02	0.00	967.98	3.20
AUTO SUPPLIES OIL	10-4200-314	50.00	0.00	0.00	0.00	50.00	0.00
DEPT SUPPLIES & MATL	10-4200-330	15,100.00	1,341.26	1,341.26	0.00	13,758.74	8.88
CONTRACTED SERVICES	10-4200-450	30,420.00	10,055.53	10,055.53	0.00	20,364.47	33.05
IT	10-4200-490	79,580.00	27,198.31	27,198.31	0.00	52,381.69	34.17
DUES & SUBSCRIPTIONS	10-4200-530	22,213.00	8,435.92	8,435.92	8,110.00	5,667.08	74.48
INSURANCE & BONDS	10-4200-540	181,500.00	146,418.04	146,418.04	0.00	35,081.96	80.67
MISC EXPENSE	10-4200-570	15,750.00	825.77	825.77	0.00	14,924.23	5.24
CAPITAL OUTLAY	10-4200-740	84,000.00	0.00	0.00	24,000.00	60,000.00	28.57
BURKE COUNTY LIBRARY	10-4200-930	40,000.00	0.00	0.00	10,000.00	30,000.00	25.00
DEBT SERVICE	10-4200-962	88,878.00	0.00	0.00	0.00	88,878.00	0.00
CONTINGENCY	10-4200-990	18,000.00	0.00	0.00	18,000.00	0.00	100.00
TOTAL DEPT: (4200) ADMINISTRATION		1,600,810.00	410,939.19	410,939.19	85,128.15	1,104,742.66	30.98

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
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TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4250) PUBLIC WORKS ADMINISTRATION							
SALARIES & WAGES	10-4250-020	103,020.00	26,428.51	26,428.51	0.00	76,591.49	25.65
OVER TIME PAY	10-4250-021	2,738.00	1,389.49	1,389.49	0.00	1,348.51	50.74
PRFESSIONAL SERVICES	10-4250-040	550.00	0.00	0.00	0.00	550.00	0.00
FICA TAX PAYABLE	10-4250-050	8,011.00	2,065.71	2,065.71	0.00	5,945.29	25.78
GROUP INSURANCE PAYABL	10-4250-060	18,335.00	3,200.81	3,200.81	0.00	15,134.19	17.45
RETIREMENT PAYABLE	10-4250-070	15,091.00	3,968.27	3,968.27	0.00	11,122.73	26.29
PRINTING EXPENSE	10-4250-120	500.00	0.00	0.00	0.00	500.00	0.00
UTILITY EXPENSE ELECT	10-4250-130	8,920.00	2,083.99	2,083.99	0.00	6,836.01	23.36
UTILITY EXPENSE GAS	10-4250-131	3,150.00	37.46	37.46	0.00	3,112.54	1.18
TRAINING & TRAVEL	10-4250-140	2,500.00	441.93	441.93	0.00	2,058.07	17.67
MAINT & REPAIR BLDGS &	10-4250-150	12,500.00	7,913.02	7,913.02	91.14	4,495.84	64.03
MAINT & REPAIR EQUIP	10-4250-160	4,000.00	921.00	921.00	0.00	3,079.00	23.02
MAINT & REPAIR AUTO	10-4250-170	1,500.00	0.00	0.00	0.00	1,500.00	0.00
AUTO SUPPLIES GAS	10-4250-311	5,500.00	874.85	874.85	0.00	4,625.15	15.90
AUTO SUPPLIES TIRES	10-4250-313	1,420.00	0.00	0.00	0.00	1,420.00	0.00
AUTO SUPPLIES OIL	10-4250-314	184.00	184.00	184.00	0.00	0.00	100.00
DEPT SUPPLIES & MATERI	10-4250-330	21,000.00	192.02	192.02	6,000.00	14,807.98	29.48
CHEMICALS	10-4250-332	500.00	0.00	0.00	0.00	500.00	0.00
UNIFORMS	10-4250-360	1,720.00	122.10	122.10	12.00	1,585.90	7.79
CONTRACTED SERVICES	10-4250-450	12,516.00	814.33	814.33	506.25	11,195.42	10.55
DUES & SUBSCRIPTIONS	10-4250-530	2,325.00	1,896.00	1,896.00	0.00	429.00	81.54
CAPITAL OUTLAY	10-4250-740	7,000.00	0.00	0.00	0.00	7,000.00	0.00
TOTAL DEPT: (4250) PUBLIC WORKS ADMINISTRATION		232,980.00	52,533.49	52,533.49	6,609.39	173,837.12	25.38

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4350) MAINTENANCE & GROUNDS DEPARTMENT							
SALARIES & WAGES	10-4350-020	158,434.00	43,818.99	43,818.99	0.00	114,615.01	27.65
OVER TIME PAY	10-4350-021	9,258.00	3,903.31	3,903.31	0.00	5,354.69	42.16
PART TIME PAY	10-4350-022	16,852.00	5,403.50	5,403.50	0.00	11,448.50	32.06
FICA TAX PAYABLE	10-4350-050	13,998.00	3,974.22	3,974.22	0.00	10,023.78	28.39
GROUP INSURANCE	10-4350-060	36,455.00	9,164.54	9,164.54	0.00	27,290.46	25.13
RETIREMENT	10-4350-070	23,940.00	6,796.05	6,796.05	0.00	17,143.95	28.38
TRAVEL	10-4350-140	400.00	0.00	0.00	0.00	400.00	0.00
MAINT & REPAIR BLDGS &	10-4350-150	7,150.00	331.35	331.35	7.74	6,810.91	4.74
MAINT & REPAIR EQUIP	10-4350-160	3,480.00	530.31	530.31	0.00	2,949.69	15.23
MAINT & REPAIR AUTO	10-4350-170	1,500.00	42.70	42.70	0.00	1,457.30	2.84
AUTO SUPPLIES - GAS	10-4350-311	6,500.00	1,501.84	1,501.84	0.00	4,998.16	23.10
AUTO SUPPLIES DIESEL	10-4350-312	928.00	302.51	302.51	0.00	625.49	32.59
AUTO SUPPLIES - TIRES	10-4350-313	1,350.00	208.00	208.00	0.00	1,142.00	15.40
AUTO SUPPLIES - OIL	10-4350-314	566.00	0.00	0.00	0.00	566.00	0.00
DEPT SUPPLIES & MATERI	10-4350-330	4,250.00	317.58	317.58	0.00	3,932.42	7.47
CHEMICALS	10-4350-332	2,500.00	89.99	89.99	0.00	2,410.01	3.60
UNIFORMS	10-4350-360	3,072.00	861.96	861.96	19.10	2,190.94	28.68
CONTRACT SERVICES	10-4350-450	500.00	60.93	60.93	0.00	439.07	12.18
MISC EXPENSE	10-4350-570	2,500.00	84.96	84.96	0.00	2,415.04	3.39
ARBOR BEAUTIFICATION	10-4350-927	10,800.00	876.43	876.43	0.00	9,923.57	8.11
TOTAL DEPT: (4350) MAINTENANCE & GROUNDS DEPARTMEN		304,433.00	78,269.17	78,269.17	26.84	226,136.99	25.71

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (4900) PLANNING DEPARTMENT							
PART TIME PAY	10-4900-022	0.00	2,270.00	2,270.00	0.00	-2,270.00	0.00
PROFESSIONAL SERVICES	10-4900-040	7,000.00	1,090.00	1,090.00	0.00	5,910.00	15.57
FICA TAX EXPENSE	10-4900-050	0.00	173.66	173.66	0.00	-173.66	0.00
TRAVEL EXPENSE	10-4900-140	500.00	0.00	0.00	0.00	500.00	0.00
MAINT & REPAIR EQUIP	10-4900-160	3,500.00	0.00	0.00	0.00	3,500.00	0.00
ADVERTISING	10-4900-260	1,125.00	0.00	0.00	0.00	1,125.00	0.00
DEPT SUPPLIES & MATL	10-4900-330	700.00	0.00	0.00	0.00	700.00	0.00
CONTRACTED SERVICES	10-4900-450	59,400.00	7,048.75	7,048.75	0.00	52,351.25	11.86
ABATEMENTS	10-4900-451	10,000.00	127.00	127.00	3,000.00	6,873.00	31.27
DUES & SUBSCRIPTIONS	10-4900-530	200.00	0.00	0.00	0.00	200.00	0.00
MISC EXPENSE	10-4900-570	300.00	26.00	26.00	0.00	274.00	8.66
CAPITAL OUTLAY	10-4900-740	8,929.89	1,356.25	1,356.25	7,573.64	0.00	100.00
TOTAL DEPT: (4900) PLANNING DEPARTMENT		91,654.89	12,091.66	12,091.66	10,573.64	68,989.59	24.72

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(D)

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5100) POLICE DEPARTMENT							
SALARIES & WAGES	10-5100-020	776,373.00	207,870.65	207,870.65	0.00	568,502.35	26.77
OVER TIME PAY	10-5100-021	24,717.00	5,484.39	5,484.39	0.00	19,232.61	22.18
PART TIME PAY	10-5100-022	10,989.00	3,157.75	3,157.75	0.00	7,831.25	28.73
EXTRA DUTY HOURS	10-5100-024	29,186.00	5,674.28	5,674.28	0.00	23,511.72	19.44
PROFESSIONAL SERVICES	10-5100-040	1,800.00	0.00	0.00	0.00	1,800.00	0.00
FICA TAX EXPENSE	10-5100-050	64,358.00	16,634.81	16,634.81	0.00	47,723.19	25.84
GROUP INSURANCE EXPENS	10-5100-060	135,534.00	33,571.01	33,571.01	0.00	101,962.99	24.76
DEFERRED COMP 401K	10-5100-065	38,229.00	9,857.85	9,857.85	0.00	28,371.15	25.78
RETIREMENT EXPENSE	10-5100-070	129,510.00	34,098.78	34,098.78	0.00	95,411.22	26.32
TELEPHONE	10-5100-110	13,231.00	2,120.60	2,120.60	0.00	11,110.40	16.02
POSTAGE	10-5100-111	1,000.00	15.00	15.00	0.00	985.00	1.50
PRINTING EXPENSE	10-5100-120	500.00	0.00	0.00	0.00	500.00	0.00
ELECTRIC	10-5100-130	1,800.00	454.07	454.07	0.00	1,345.93	25.22
NATURAL GAS	10-5100-131	360.00	48.38	48.38	0.00	311.62	13.43
TRAINING & TRAVEL	10-5100-140	9,450.00	2,280.51	2,280.51	0.00	7,169.49	24.13
MAINT & REPAIR BLDG &	10-5100-150	2,688.00	0.00	0.00	0.00	2,688.00	0.00
MAINT & REPAIR EQUIP	10-5100-160	4,517.00	19.38	19.38	0.00	4,497.62	0.42
MAINT & REPAIR AUTO	10-5100-170	15,075.00	6,505.91	6,505.91	0.00	8,569.09	43.15
AUTO SUPPLIES GAS	10-5100-311	45,000.00	9,028.92	9,028.92	0.00	35,971.08	20.06
AUTO SUPPLIES TIRES	10-5100-313	5,500.00	99.00	99.00	0.00	5,401.00	1.80
AUTO SUPPLIES OIL	10-5100-314	2,000.00	0.00	0.00	0.00	2,000.00	0.00
DEPT SUPPLIES & MATL	10-5100-330	23,099.00	12,709.90	12,709.90	0.00	10,389.10	55.02
UNIFORMS	10-5100-360	19,587.00	9,677.29	9,677.29	0.00	9,909.71	49.40
CONTRACTED SEVICES	10-5100-450	19,810.00	6,625.00	6,625.00	0.00	13,185.00	33.44
IT	10-5100-490	10,572.00	99.00	99.00	0.00	10,473.00	0.93
DUES & SUBSCRIPTIONS	10-5100-530	724.00	0.00	0.00	0.00	724.00	0.00
MISC EXPENSE	10-5100-570	0.00	-500.00	-500.00	0.00	500.00	0.00
CAPITAL OUTLAY	10-5100-740	67,000.00	14,450.00	14,450.00	0.00	52,550.00	21.56
TOTAL DEPT: (5100) POLICE DEPARTMENT		1,452,609.00	379,982.48	379,982.48	0.00	1,072,626.52	26.15

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16:02:35 Fiscal Month Range:1-3  
(D)

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5300) FIRE DEPARTMENT							
SALARIES & WAGES	10-5300-020	371,916.00	75,117.99	75,117.99	0.00	296,798.01	20.19
OVER TIME PAY	10-5300-021	6,311.00	5,148.79	5,148.79	0.00	1,162.21	81.58
PART TIME PAY	10-5300-022	68,195.00	6,961.50	6,961.50	0.00	61,233.50	10.20
EXTRA DUTY HOURS	10-5300-024	41,400.00	12,517.87	12,517.87	0.00	28,882.13	30.23
PROFESSIONAL SERVICES	10-5300-040	6,810.00	1,345.39	1,345.39	0.00	5,464.61	19.75
FICA TAX EXPENSE	10-5300-050	38,025.00	7,624.53	7,624.53	0.00	30,400.47	20.05
GROUP INSURANCE EXPENS	10-5300-060	85,852.00	17,555.43	17,555.43	0.00	68,296.57	20.44
RETIREMENT EXPENSE	10-5300-070	61,797.00	13,329.93	13,329.93	0.00	48,467.07	21.57
TELEPHONE	10-5300-110	804.00	133.00	133.00	0.00	671.00	16.54
POSTAGE	10-5300-111	200.00	0.00	0.00	0.00	200.00	0.00
PRINTING EXPENSE	10-5300-120	500.00	0.00	0.00	0.00	500.00	0.00
UTILITIES EXPENSE ELEC	10-5300-130	15,840.00	3,690.70	3,690.70	0.00	12,149.30	23.30
UTILITIES EXPENSE GAS	10-5300-131	5,005.00	205.76	205.76	0.00	4,799.24	4.11
TRAINING & TRAVEL	10-5300-140	19,320.00	1,397.82	1,397.82	0.00	17,922.18	7.23
MAINT & REPAIR BLDGS &	10-5300-150	6,600.00	1,029.64	1,029.64	0.00	5,570.36	15.60
MAINT & REPAIR EQUIP	10-5300-160	13,235.00	1,940.76	1,940.76	394.00	10,900.24	17.64
MAINT & REPAIR AUTO	10-5300-170	19,511.00	3,816.96	3,816.96	1,475.00	14,219.04	27.12
AUTO SUPPLIES GAS	10-5300-311	3,830.00	350.75	350.75	0.00	3,479.25	9.15
AUTO SUPPLIES DIESEL	10-5300-312	10,643.00	6,354.43	6,354.43	0.00	4,288.57	59.70
AUTO SUPPLIES TIRES	10-5300-313	5,000.00	20.00	20.00	0.00	4,980.00	0.40
AUTO SUPPLIES OIL	10-5300-314	2,125.00	0.00	0.00	0.00	2,125.00	0.00
DEPT SUPPLIES & MATL	10-5300-330	39,155.00	1,205.98	1,205.98	2,879.37	35,069.65	10.43
UNIFORMS	10-5300-360	7,000.00	255.69	255.69	0.00	6,744.31	3.65
CONTRACTED SERVICES	10-5300-450	16,800.00	2,800.00	2,800.00	1,400.00	12,600.00	25.00
IT	10-5300-490	10,700.00	8,965.04	8,965.04	0.00	1,734.96	83.78
DUES & SUBSCRIPTIONS	10-5300-530	6,500.00	56.00	56.00	0.00	6,444.00	0.86
INSURANCE & BONDS	10-5300-540	28,815.00	27,020.00	27,020.00	0.00	1,795.00	93.77
SAFETY	10-5300-572	10,160.00	2,851.05	2,851.05	0.00	7,308.95	28.06
CAPITAL OUTLAY EQUIP	10-5300-740	10,782.00	10,782.00	10,782.00	0.00	0.00	100.00
DEBT SERVICE LADDER TR	10-5300-912	52,761.00	0.00	0.00	0.00	52,761.00	0.00



TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
TOTAL DEPT: (5300) FIRE DEPARTMENT		965,592.00	212,477.01	212,477.01	6,148.37	746,966.62	22.64

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5600) STREET DEPARTMENT							
SALARIES & WAGES	10-5600-020	158,953.00	41,824.24	41,824.24	0.00	117,128.76	26.31
OVER TIME PAY	10-5600-021	10,025.00	4,030.07	4,030.07	0.00	5,994.93	40.20
PROFESSIONAL SERVICES	10-5600-040	1,000.00	0.00	0.00	0.00	1,000.00	0.00
FICA TAX EXPENSE	10-5600-050	12,768.00	3,406.67	3,406.67	0.00	9,361.33	26.68
GROUP INSURANCE EXPENS	10-5600-060	37,226.00	9,100.28	9,100.28	0.00	28,125.72	24.44
RETIREMENT EXPENSE	10-5600-070	24,050.00	6,526.89	6,526.89	0.00	17,523.11	27.13
UTILITIES EXPENSE ELEC	10-5600-130	2,232.00	471.69	471.69	0.00	1,760.31	21.13
UTILITIES EXPENSE ST L	10-5600-133	102,948.00	24,413.03	24,413.03	0.00	78,534.97	23.71
UTILITY EXPENSE TRAFFI	10-5600-134	1,344.00	241.52	241.52	0.00	1,102.48	17.97
TRAINING & TRAVEL	10-5600-140	1,000.00	0.00	0.00	0.00	1,000.00	0.00
MAIT & REPAIR BLDGS &	10-5600-150	16,100.00	634.22	634.22	0.00	15,465.78	3.93
MAINT & REPAIR EQUIP	10-5600-160	10,000.00	3,392.57	3,392.57	86.90	6,520.53	34.79
MAINT & REPAIR AUTO	10-5600-170	12,000.00	619.36	619.36	0.05	11,380.59	5.16
AUTO SUPPLIES GAS	10-5600-311	3,800.00	944.55	944.55	0.00	2,855.45	24.85
AUTO SUPPLIES DIESEL	10-5600-312	16,047.00	11,915.30	11,915.30	0.00	4,131.70	74.25
AUTO SUPPLIES TIRES	10-5600-313	5,500.00	318.00	318.00	0.00	5,182.00	5.78
AUTO SUPPLIES OIL	10-5600-314	2,954.00	984.92	984.92	0.00	1,969.08	33.34
DEPT SUPPLIES & MATL	10-5600-330	15,100.00	1,387.73	1,387.73	6,500.00	7,212.27	52.23
CHEMICALS	10-5600-332	2,000.00	0.00	0.00	0.00	2,000.00	0.00
UNIFORMS	10-5600-360	3,472.00	1,243.85	1,243.85	21.25	2,206.90	36.43
CONTRACTED SERVICES	10-5600-450	1,080.00	0.00	0.00	0.00	1,080.00	0.00
CAPITAL OUTLAY	10-5600-740	65,000.00	56,905.00	56,905.00	0.00	8,095.00	87.54
TRANSFER TO STREETS PR	10-5600-900	200,000.00	200,000.00	200,000.00	0.00	0.00	100.00
DEBT SERVICE	10-5600-910	53,743.00	53,743.00	53,743.00	0.00	0.00	100.00
TOTAL DEPT: (5600) STREET DEPARTMENT		758,342.00	422,102.89	422,102.89	6,608.20	329,630.91	56.53

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5700) POWELL BILL							
MAINT & REPAIR BLDG &	10-5700-150	4,000.00	0.00	0.00	0.00	4,000.00	0.00
MAINT & REPAIR - PATCH	10-5700-151	25,000.00	673.08	673.08	0.00	24,326.92	2.69
DRAINAGE AND STORM SEW	10-5700-154	3,000.00	1,486.21	1,486.21	0.00	1,513.79	49.54
SNOW AND ICE REMOVAL	10-5700-155	3,800.00	0.00	0.00	0.00	3,800.00	0.00
DEPT SUPPLIES & MATL	10-5700-330	2,500.00	0.00	0.00	0.00	2,500.00	0.00
CAPITAL OUTLAY SIDEWAL	10-5700-730	35,000.00	0.00	0.00	0.00	35,000.00	0.00
CAPITAL OUTLAY	10-5700-740	125,000.00	125,000.00	125,000.00	0.00	0.00	100.00
TOTAL DEPT: (5700) POWELL BILL		198,300.00	127,159.29	127,159.29	0.00	71,140.71	64.12

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (5800) SANITATION							
SALARIES & WAGES	10-5800-020	38,732.00	9,894.58	9,894.58	0.00	28,837.42	25.54
OVER TIME PAY	10-5800-021	2,380.00	1,396.02	1,396.02	0.00	983.98	58.65
FICA EXPENSE	10-5800-050	3,106.00	851.35	851.35	0.00	2,254.65	27.41
GROUP INSURANCE EXPENS	10-5800-060	9,114.00	2,523.17	2,523.17	0.00	6,590.83	27.68
RETIREMENT EXPENSE	10-5800-070	5,850.00	1,606.82	1,606.82	0.00	4,243.18	27.46
POSTAGE	10-5800-111	3,000.00	0.00	0.00	0.00	3,000.00	0.00
PRINTING EXPENSE	10-5800-120	1,000.00	0.00	0.00	0.00	1,000.00	0.00
MAINT. & REPAIR-EQUIPM	10-5800-160	3,650.00	46.78	46.78	0.00	3,603.22	1.28
MAINT. & REPAIR-AUTO &	10-5800-170	5,000.00	0.00	0.00	0.00	5,000.00	0.00
ADVERTISING	10-5800-260	600.00	0.00	0.00	0.00	600.00	0.00
AUTO SUPPLIES GAS	10-5800-311	4,000.00	683.14	683.14	0.00	3,316.86	17.07
AUTO SUPPLIES DIESEL	10-5800-312	1,500.00	833.08	833.08	0.00	666.92	55.53
AUTO SUPPLIES-TIRES	10-5800-313	2,290.00	0.00	0.00	0.00	2,290.00	0.00
AUTO SUPPLIES-OIL	10-5800-314	628.00	0.00	0.00	0.00	628.00	0.00
DEPT. SUPPLIES & MATER	10-5800-330	1,400.00	236.99	236.99	0.00	1,163.01	16.92
CHEMICAL	10-5800-332	200.00	0.00	0.00	0.00	200.00	0.00
UNIFORMS	10-5800-360	768.00	70.95	70.95	6.25	690.80	10.05
CONTRACTED SERVICES	10-5800-450	296,864.00	50,878.17	50,878.17	0.00	245,985.83	17.13
CAPITAL OUTLAY	10-5800-740	230,000.00	201,369.15	201,369.15	0.00	28,630.85	87.55
TOTAL DEPT: (5800) SANITATION		610,082.00	270,390.20	270,390.20	6.25	339,685.55	44.32

10/02/25 170 of 219 Fiscal Year: 2026  
16:02:35 Fiscal Month Range:1-3  
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TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (6200) RECREATION DEPARTMENT							
SALARIES & WAGES	10-6200-020	307,845.00	77,377.58	77,377.58	0.00	230,467.42	25.13
PART-TIME PAY	10-6200-022	293,756.00	90,600.27	90,600.27	0.00	203,155.73	30.84
PROFESSIONAL SERVICES	10-6200-040	1,000.00	470.00	470.00	0.00	530.00	47.00
FICA TAX EXPENSE	10-6200-050	45,943.00	12,597.40	12,597.40	0.00	33,345.60	27.42
GROUP INSURANCE EXPENS	10-6200-060	55,414.00	12,488.30	12,488.30	0.00	42,925.70	22.53
RETIREMENT EXPENSE	10-6200-070	44,211.00	11,124.15	11,124.15	0.00	33,086.85	25.16
TELEPHONE	10-6200-110	400.00	0.00	0.00	0.00	400.00	0.00
UTILITIES EXPENSE-ELEC	10-6200-130	45,000.00	12,673.97	12,673.97	0.00	32,326.03	28.16
UTILITY EXPENSE-GAS	10-6200-131	45,000.00	639.06	639.06	0.00	44,360.94	1.42
TRAINING & TRAVEL	10-6200-140	2,500.00	360.00	360.00	0.00	2,140.00	14.40
MAINT & REPAIR-BLDGS	10-6200-150	35,950.00	12,663.14	12,663.14	16,050.00	7,236.86	79.87
PARKS REPAIRS	10-6200-151	10,900.00	4,012.56	4,012.56	738.00	6,149.44	43.58
MAINT & REPAIR-EQUIPME	10-6200-160	19,740.00	6,222.00	6,222.00	0.00	13,518.00	31.52
MAINT & REPAIR-AUTO	10-6200-170	1,000.00	107.42	107.42	0.00	892.58	10.74
ADVERTISING	10-6200-260	1,500.00	1,158.87	1,158.87	0.00	341.13	77.25
AUTO SUPPLIES-GAS-UNLE	10-6200-311	3,500.00	711.53	711.53	0.00	2,788.47	20.32
AUTO SUPPLIES-TIRES	10-6200-313	600.00	0.00	0.00	0.00	600.00	0.00
AUTO SUPPLIES-OIL	10-6200-314	240.00	0.00	0.00	0.00	240.00	0.00
DEPT SUPPLIES & MATERI	10-6200-330	29,950.00	11,446.38	11,446.38	0.00	18,503.62	38.21
CHEMICALS	10-6200-332	15,000.00	5,411.14	5,411.14	0.00	9,588.86	36.07
UNIFORMS	10-6200-360	1,500.00	203.19	203.19	0.00	1,296.81	13.54
CONTRACTED SERVICES	10-6200-450	64,200.00	10,045.91	10,045.91	1,150.00	53,004.09	17.43
WALDENSIAN FOOTRACE	10-6200-454	4,500.00	3,754.58	3,754.58	0.00	745.42	83.43
SWIM TEAM	10-6200-480	2,500.00	-16.42	-16.42	0.00	2,516.42	-0.65
P F R CONCESSIONS	10-6200-481	33,000.00	9,394.36	9,394.36	384.14	23,221.50	29.63
P F R OTHER	10-6200-484	12,000.00	2,802.07	2,802.07	0.00	9,197.93	23.35
DUES AND SUBSCRIPTIONS	10-6200-530	3,545.00	2,074.00	2,074.00	0.00	1,471.00	58.50
CAPITAL OUTLAY	10-6200-740	43,070.00	6,769.32	6,769.32	0.00	36,300.68	15.71
DEBT SERVICE	10-6200-910	19,483.00	0.00	0.00	0.00	19,483.00	0.00
TOTAL DEPT: (6200) RECREATION DEPARTMENT		1,143,247.00	295,090.78	295,090.78	18,322.14	829,834.08	27.41

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
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TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**10 GENERAL FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (6250) COMMUNITY AFFAIRS							
SALARIES & WAGES	10-6250-020	189,230.00	49,246.40	49,246.40	0.00	139,983.60	26.02
OVER TIME PAY	10-6250-021	4,566.00	1,983.90	1,983.90	0.00	2,582.10	43.44
PART-TIME PAY	10-6250-022	37,557.00	9,247.50	9,247.50	0.00	28,309.50	24.62
PROFESSIONAL SERVICES	10-6250-040	380.00	0.00	0.00	0.00	380.00	0.00
FICA TAX EXPENSE	10-6250-050	17,582.00	4,548.59	4,548.59	0.00	13,033.41	25.87
GROUP INSURANCE EXPENS	10-6250-060	34,647.00	7,707.64	7,707.64	0.00	26,939.36	22.24
RETIREMENT EXPENSE	10-6250-070	27,337.00	7,341.89	7,341.89	0.00	19,995.11	26.85
POSTAGE	10-6250-111	5,500.00	14.22	14.22	0.00	5,485.78	0.25
PRINTING EXPENSE	10-6250-120	4,600.00	216.95	216.95	0.00	4,383.05	4.71
UTILITIES EXPENSE-ELEC	10-6250-130	41,500.00	13,639.82	13,639.82	0.00	27,860.18	32.86
UTILITIES EXPENSE-GS	10-6250-131	12,000.00	0.00	0.00	0.00	12,000.00	0.00
TRAINING & TRAVEL	10-6250-140	200.00	39.20	39.20	0.00	160.80	19.60
MAINT. & REPAIR-BLDGS	10-6250-150	28,559.90	2,318.34	2,318.34	3,559.90	22,681.66	20.58
MAINT & REPAIR-EQUIPME	10-6250-160	2,400.00	769.00	769.00	0.00	1,631.00	32.04
MAINT & REPAIR-AUTO	10-6250-170	200.00	0.00	0.00	0.00	200.00	0.00
ADVERTISING	10-6250-260	8,000.00	3,399.97	3,399.97	0.00	4,600.03	42.50
AUTO SUPPLIES-GAS-UNLE	10-6250-311	300.00	0.00	0.00	0.00	300.00	0.00
AUTO SUPPLIES-OIL	10-6250-314	100.00	0.00	0.00	0.00	100.00	0.00
DEPT SUPPLIES & MATERI	10-6250-330	7,000.00	1,819.11	1,819.11	0.00	5,180.89	25.98
EVENT SUPPLIES & DECOR	10-6250-331	14,000.00	1,399.00	1,399.00	0.00	12,601.00	9.99
CONCESSION STAND TRAIL	10-6250-332	4,000.00	1,572.05	1,572.05	0.00	2,427.95	39.30
CONTRACTED SERVICES	10-6250-450	40,850.00	4,100.93	4,100.93	0.00	36,749.07	10.03
CONT SERVICES-ENTERTAI	10-6250-452	83,275.00	13,152.66	13,152.66	5,000.00	65,122.34	21.79
CONT SERVICES - TOURIS	10-6250-453	500.00	0.00	0.00	0.00	500.00	0.00
IT	10-6250-490	500.00	191.38	191.38	0.00	308.62	38.27
DUE AND SUBSCRIPTIONS	10-6250-530	1,125.00	446.00	446.00	0.00	679.00	39.64
WELLNESS	10-6250-572	7,000.00	2,500.00	2,500.00	0.00	4,500.00	35.71
CAPITAL OUTLAY	10-6250-740	53,920.00	0.00	0.00	23,920.00	30,000.00	44.36
BUILDING REUSE & FACAD	10-6250-920	5,000.00	0.00	0.00	0.00	5,000.00	0.00
FESTIVAL	10-6250-922	22,700.00	22,282.82	22,282.82	0.00	417.18	98.16
MAIN STREET PROGRAM	10-6250-924	3,000.00	64.56	64.56	46.26	2,889.18	3.69



TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

10 GENERAL FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
VALDESE TOURISM COMMIS	10-6250-925	85,000.00	50,800.45	50,800.45	2,980.00	31,219.55	63.27
TOTAL DEPT: (6250) COMMUNITY AFFAIRS		742,528.90	198,802.38	198,802.38	35,506.16	508,220.36	31.55
TOTAL FUND: (10) GENERAL FUND		8,151,891.79	2,471,152.86	2,471,152.86	168,929.14	5,511,809.79	32.38
TOTAL EXPENDITURES		8,151,891.79	2,471,152.86	2,471,152.86	168,929.14	5,511,809.79	32.38

**TOWN OF VALDESE**  
**Revenue Statement**  
 Period Ending: September 30, 2025  
**30 UTILITY FUND**

Account Description	Account Number	Estimated Revenue	Activity This Period	Revenue To Date	Uncollected To Date	Percent Collected %
INTEREST EARNED ON INVESTMENT	30-3290-000	27,000.00	10,380.47	10,380.47	16,619.53	38.44
OTHERS	30-3350-030	0.00	2,764.94	2,764.94	-2,764.94	0.00
UTILITY BILL PENALTIES	30-3350-040	70,823.00	23,892.52	23,892.52	46,930.48	33.73
WATER CHARGES - RES	30-3710-010	3,997,000.00	1,050,107.95	1,050,107.95	2,946,892.05	26.27
WATER CHARGES - COMM	30-3710-011	317,961.00	106,162.33	106,162.33	211,798.67	33.38
WATER CHARGES - IND	30-3710-012	518,601.00	154,494.20	154,494.20	364,106.80	29.79
WASTE WATER CHARGES	30-3710-020	1,744,363.00	499,361.10	499,361.10	1,245,001.90	28.62
LONG TERM MONITORING	30-3710-021	18,900.00	4,624.95	4,624.95	14,275.05	24.47
TAP & CONNECTIN FEES	30-3730-000	40,000.00	21,820.00	21,820.00	18,180.00	54.55
RECONNECTIN FEES	30-3750-000	70,000.00	24,767.61	24,767.61	45,232.39	35.38
TOWN OF DREXEL	30-3810-020	206,850.00	61,088.04	61,088.04	145,761.96	29.53
BURKE CNTY-E BURKE SYST-WW	30-3810-030	128,596.00	31,456.75	31,456.75	97,139.25	24.46
BURKE COUNTY WATER	30-3810-032	107,520.00	31,888.63	31,888.63	75,631.37	29.65
RC WATER CORP	30-3810-040	256,001.00	58,958.01	58,958.01	197,042.99	23.03
RC WW	30-3810-042	18,191.00	4,902.70	4,902.70	13,288.30	26.95
ICARD WATER CORP	30-3810-070	135,000.00	57,733.82	57,733.82	77,266.18	42.76
CONNELLY SPRINGS MAINT	30-3810-080	23,000.00	0.00	0.00	23,000.00	0.00
SALE OF FIXED ASSETS	30-3830-000	0.00	1,925.00	1,925.00	-1,925.00	0.00
PROCEEDS FROM FINANCING	30-3970-812	1,987,194.00	0.00	0.00	1,987,194.00	0.00
FUND BALANCE-APPROPRIATED	30-3990-000	1,381,319.00	-13,600.00	-13,600.00	1,394,919.00	-0.98
TOTAL FUND REVENUE:		11,048,319.00	2,132,729.02	2,132,729.02	8,915,589.98	19.30
TOTAL REVENUE:		11,048,319.00	2,132,729.02	2,132,729.02	8,915,589.98	19.30%

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**30 UTILITY FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unecumbered Balance	% Spent
DEPT (8100) WATER DEPARTMENT							
SALARIES & WAGES	30-8100-020	364,414.00	87,846.82	87,846.82	0.00	276,567.18	24.10
OVER TIME PAY	30-8100-021	3,000.00	46.83	46.83	0.00	2,953.17	1.56
PROFESSIONAL SERVICES	30-8100-040	61,500.00	9,868.80	9,868.80	0.00	51,631.20	16.04
FICA TAX EXPENSE	30-8100-050	28,028.00	6,480.80	6,480.80	0.00	21,547.20	23.12
GROUP INSURANCE EXPENS	30-8100-060	73,845.00	20,344.81	20,344.81	0.00	53,500.19	27.55
RETIREMENT EXPENSE	30-8100-070	52,795.00	12,604.92	12,604.92	0.00	40,190.08	23.87
TELEPHONE	30-8100-110	823.00	680.15	680.15	0.00	142.85	82.64
UTILITES EXPENSE-ELECT	30-8100-130	310,892.00	67,839.68	67,839.68	0.00	243,052.32	21.82
UTILITES EXPENSE-FUEL	30-8100-132	5,000.00	0.00	0.00	0.00	5,000.00	0.00
TRAINING & TRAVEL	30-8100-140	3,500.00	132.29	132.29	0.00	3,367.71	3.78
MAINT & REPAIR-BLDGS	30-8100-150	29,270.00	315.00	315.00	0.00	28,955.00	1.07
MAINT. & REPAIR-EQUIPM	30-8100-160	86,705.00	31,190.18	31,190.18	24,886.00	30,628.82	64.67
MAINT. & REPAIR-AUTO &	30-8100-170	680.00	0.00	0.00	0.00	680.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8100-311	4,000.00	523.03	523.03	0.00	3,476.97	13.07
AUTO SUPPLIES-DIESEL	30-8100-312	400.00	0.00	0.00	0.00	400.00	0.00
AUTO SUPPLIES-OIL	30-8100-314	200.00	0.00	0.00	0.00	200.00	0.00
DEPT SUPPLIES & MATERI	30-8100-330	3,400.00	748.29	748.29	0.00	2,651.71	22.00
CHEMICALS	30-8100-332	250,000.00	64,804.67	64,804.67	7,659.32	177,536.01	28.98
LAB SUPPLIES	30-8100-333	23,000.00	7,118.22	7,118.22	0.00	15,881.78	30.94
WATER TESTING-PROFESSI	30-8100-334	15,900.00	2,151.96	2,151.96	0.00	13,748.04	13.53
UNIFORMS	30-8100-360	5,200.00	512.89	512.89	0.00	4,687.11	9.86
CONTRACTED SERVICES	30-8100-450	6,540.00	1,527.37	1,527.37	0.08	5,012.55	23.35
IT	30-8100-490	500.00	0.00	0.00	0.00	500.00	0.00
DUES AND SUBSCRIPTIONS	30-8100-530	11,064.00	4,277.00	4,277.00	0.00	6,787.00	38.65
INSURANCE AND BONDS	30-8100-540	27,000.00	27,000.00	27,000.00	0.00	0.00	100.00
MISCELLANEOUS EXPENSE	30-8100-570	115,000.00	57,732.15	57,732.15	57,267.85	0.00	100.00
SAFETY	30-8100-572	3,000.00	423.63	423.63	0.00	2,576.37	14.12
CAPITAL OUTLAY	30-8100-740	1,728,665.00	94,139.34	94,139.34	47,565.00	1,586,960.66	8.19
DEBT SERVICE	30-8100-910	71,324.00	0.00	0.00	0.00	71,324.00	0.00
PRO RATA	30-8100-920	550,000.00	45,833.33	45,833.33	0.00	504,166.67	8.33
VEDIC	30-8100-930	12,500.00	12,500.00	12,500.00	0.00	0.00	100.00

TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
ECONOMIC DEVEL BPED	30-8100-931	12,250.00	6,125.00	6,125.00	0.00	6,125.00	50.00
CONTINGENCY	30-8100-990	221,000.00	166,371.39	166,371.39	0.00	54,628.61	75.28
TOTAL DEPT: (8100) WATER DEPARTMENT		4,081,395.00	729,138.55	729,138.55	137,378.25	3,214,878.20	21.23

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**30 UTILITY FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (8110) WASTE WATER DEPARTMENT							
SALARIES & WAGES	30-8110-020	421,823.00	101,028.23	101,028.23	0.00	320,794.77	23.95
PART-TIME PAY	30-8110-022	20,000.00	0.00	0.00	0.00	20,000.00	0.00
PROFESSIONAL SERVICES	30-8110-040	2,500.00	0.00	0.00	0.00	2,500.00	0.00
FICA TAX PAYABLE	30-8110-050	33,680.00	7,608.52	7,608.52	0.00	26,071.48	22.59
GROUP INSURANCE EXPENS	30-8110-060	89,269.00	21,557.93	21,557.93	0.00	67,711.07	24.14
RETIREMENT EXPENSE	30-8110-070	60,560.00	14,517.82	14,517.82	0.00	46,042.18	23.97
TELEPHONE	30-8110-110	3,000.00	500.00	500.00	0.00	2,500.00	16.66
UTILITIES EXPENSE-ELEC	30-8110-130	225,000.00	39,746.48	39,746.48	0.00	185,253.52	17.66
UTILITIES EXPENSE-FUEL	30-8110-132	9,000.00	0.00	0.00	0.00	9,000.00	0.00
TRAVEL EXPENSE	30-8110-140	4,925.00	0.00	0.00	0.00	4,925.00	0.00
MAINT. & REPAIR-BLDGS	30-8110-150	110,000.00	690.45	690.45	0.00	109,309.55	0.62
MAINT. & REPAIR-EQUIPM	30-8110-160	12,000.00	1,721.62	1,721.62	0.00	10,278.38	14.34
MAINT. & REPAIR-AUTO	30-8110-170	2,100.00	0.00	0.00	0.00	2,100.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8110-311	5,000.00	466.14	466.14	0.00	4,533.86	9.32
AUTO SUPPLIES-TIRES	30-8110-313	1,900.00	0.00	0.00	0.00	1,900.00	0.00
AUTO SUPLIES-OIL	30-8110-314	750.00	0.00	0.00	0.00	750.00	0.00
DEPT. SUPPLIES & MATER	30-8110-330	12,000.00	1,618.03	1,618.03	0.00	10,381.97	13.48
CHEMICALS	30-8110-332	121,293.00	1,545.74	1,545.74	13,000.00	106,747.26	11.99
LAB SUPPLIES	30-8110-333	12,000.00	3,832.81	3,832.81	3,403.88	4,763.31	60.30
WOOD CHIPS	30-8110-336	61,000.00	14,000.00	14,000.00	0.00	47,000.00	22.95
UNIFORMS	30-8110-360	1,500.00	481.08	481.08	326.66	692.26	53.84
CONTRACTED SERVICES	30-8110-450	28,840.00	5,990.14	5,990.14	0.00	22,849.86	20.77
IT	30-8110-490	1,500.00	0.00	0.00	0.00	1,500.00	0.00
LONG TERM MONITORING	30-8110-500	31,000.00	2,984.51	2,984.51	0.00	28,015.49	9.62
DUES AND SUBSCRIPTIONS	30-8110-530	14,171.00	2,467.10	2,467.10	0.00	11,703.90	17.40
INSURANCE AND BONDS	30-8110-540	32,000.00	32,000.00	32,000.00	0.00	0.00	100.00
SAFETY	30-8110-572	2,500.00	0.00	0.00	0.00	2,500.00	0.00
CAPITAL OUTLAY	30-8110-740	1,168,300.00	27,497.42	27,497.42	986,602.58	154,200.00	86.80
PRO RATA	30-8110-920	550,000.00	45,833.33	45,833.33	0.00	504,166.67	8.33
VEDIC	30-8110-930	12,500.00	12,500.00	12,500.00	0.00	0.00	100.00
ECONOMIC DEV BPED	30-8110-931	12,985.00	183.75	183.75	0.00	12,801.25	1.41

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
TOTAL DEPT: (8110) WASTE WATER DEPARTMENT		3,063,096.00	338,771.10	338,771.10	1,003,333.12	1,720,991.78	43.81

TOWN OF VALDESE  
**Encumbrances & Expenditure Statement**  
Period Ending: September 30, 2025  
**30 UTILITY FUND**

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEPT (8120) WATER & SEWER CONSTRUCTION							
SALARIES & WAGES	30-8120-020	447,289.00	120,089.64	120,089.64	0.00	327,199.36	26.84
OVER TIME PAY	30-8120-021	34,515.00	9,998.41	9,998.41	0.00	24,516.59	28.96
PART-TIME PAY	30-8120-022	23,400.00	6,600.00	6,600.00	0.00	16,800.00	28.20
PROFESSIONAL SERVICES	30-8120-040	126,652.00	7,246.20	7,246.20	12,000.00	107,405.80	15.19
HEALTH REIMBURSEMENT (	30-8120-041	29,000.00	0.00	0.00	0.00	29,000.00	0.00
FICA TAX EXPENSE	30-8120-050	38,803.00	10,310.14	10,310.14	0.00	28,492.86	26.57
GROUP INSURANCE EXPENS	30-8120-060	82,899.00	16,888.12	16,888.12	0.00	66,010.88	20.37
RETIREMENT EXPENSE	30-8120-070	65,934.00	18,018.02	18,018.02	0.00	47,915.98	27.32
TELEPHONE	30-8120-110	2,700.00	520.50	520.50	0.00	2,179.50	19.27
POSTAGE	30-8120-111	650.00	0.00	0.00	0.00	650.00	0.00
PRINTING EXPENSE	30-8120-120	1,500.00	0.00	0.00	0.00	1,500.00	0.00
UTILITIES EXPENSE-ELEC	30-8120-130	25,410.00	5,102.44	5,102.44	0.00	20,307.56	20.08
TRAINING & TRAVEL	30-8120-140	6,570.00	0.00	0.00	0.00	6,570.00	0.00
MAINT. & REPAIR-BLDGS	30-8120-150	48,000.00	7,284.36	7,284.36	0.00	40,715.64	15.17
MAINT. & REPAIR EQUIPM	30-8120-160	10,650.00	516.36	516.36	35.00	10,098.64	5.17
MAINT & REPAIR-AUTO	30-8120-170	3,693.00	375.54	375.54	0.00	3,317.46	10.16
ADVERTISING	30-8120-260	100.00	0.00	0.00	0.00	100.00	0.00
AUTO SUPPLIES-GAS-UNLE	30-8120-311	13,500.00	3,125.47	3,125.47	0.00	10,374.53	23.15
AUTO SUPPLIES-DIESEL	30-8120-312	5,000.00	5,000.00	5,000.00	0.00	0.00	100.00
AUTO SUPLIES-TIRES	30-8120-313	4,200.00	79.00	79.00	0.00	4,121.00	1.88
AUTO SUPPLIES-OIL	30-8120-314	2,180.00	386.95	386.95	0.00	1,793.05	17.75
DEPT. SUPPLIES & MATER	30-8120-330	143,900.00	22,659.89	22,659.89	45,000.00	76,240.11	47.01
METERS	30-8120-331	55,000.00	1,186.43	1,186.43	0.00	53,813.57	2.15
CHEMICALS	30-8120-332	2,100.00	0.00	0.00	0.00	2,100.00	0.00
UNIFORMS	30-8120-360	3,744.00	620.23	620.23	56.01	3,067.76	18.06
CONTRACTED SERVICES	30-8120-450	123,873.00	48,242.63	48,242.63	3,746.00	71,884.37	41.96
IT	30-8120-490	1,000.00	0.00	0.00	0.00	1,000.00	0.00
DUES AND SUBSCRIPTIONS	30-8120-530	13,795.00	6,253.69	6,253.69	0.00	7,541.31	45.33
INSURANCE AND BONDS	30-8120-540	31,000.00	31,000.00	31,000.00	0.00	0.00	100.00
SAFETY	30-8120-572	5,060.00	150.00	150.00	150.00	4,760.00	5.92
CAPITAL OUTLAY	30-8120-740	2,132,400.00	50,674.00	50,674.00	0.00	2,081,726.00	2.37



TOWN OF VALDESE

Encumbrances & Expenditure Statement

Period Ending: September 30, 2025

30 UTILITY FUND

Account Description	Account No	Budget Amount	Activity This Period	Expenditure Year to Date	Encumbrance Year to Date	Unencumbered Balance	% Spent
DEBT SERVICE	30-8120-910	419,311.00	14,609.48	14,609.48	0.00	404,701.52	3.48
TOTAL DEPT: (8120) WATER & SEWER CONSTRUCTION		3,903,828.00	386,937.50	386,937.50	60,987.01	3,455,903.49	11.47
TOTAL FUND: (30) UTILITY FUND		11,048,319.00	1,454,847.15	1,454,847.15	1,201,698.38	8,391,773.47	24.04
TOTAL EXPENDITURES		11,048,319.00	1,454,847.15	1,454,847.15	1,201,698.38	8,391,773.47	24.04

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
31-1010-010	(A)		CASH - POOL STRUCTURE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			494,748.00	449,555.02	
			ACCOUNT 31-1010-010	* ENDING BALANCE *		45,192.98		
31-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			449,555.02	449,555.02	
			ACCOUNT 31-2010-000	* ENDING BALANCE *				
31-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 31-2990-000	* ENDING BALANCE *				
31-3970-000	(R)		TRANSFER FROM GENERAL FUND					
			* BUDGET AMOUNT *		-119,340.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-267,308.00		386,648.00	
			ACCOUNT 31-3970-000	* ENDING BALANCE *	-386,648.00		386,648.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
31-3970-001	(R)	NC GRANT						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-500,000.00			
		ACCOUNT 31-3970-001	* ENDING BALANCE *		-500,000.00			
			* UNCOLLECTED / UNENCUMBERED *					-500,000.00
31-3970-002	(R)	PRIVATE DONOR GRANT MATCH						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *				100,000.00	
		ACCOUNT 31-3970-002	* ENDING BALANCE *				100,000.00	
			* UNCOLLECTED / UNENCUMBERED *					100,000.00
31-3970-003	(R)	CAPITAL CAMPAIGN						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *				8,100.00	
		ACCOUNT 31-3970-003	* ENDING BALANCE *				8,100.00	
			* UNCOLLECTED / UNENCUMBERED *					8,100.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
31-6200-040	(E)		ENGINEERING SERVICES					
				* BUDGET AMOUNT *				
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
			ACCOUNT 31-6200-040	* ENDING BALANCE *				
				* UNCOLLECTED / UNENCUMBERED *				
31-6200-041	(E)		SITE EVALUATION TESTING					
				* BUDGET AMOUNT *	6,500.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *		6,500.00		
			ACCOUNT 31-6200-041	* ENDING BALANCE *	6,500.00	6,500.00		
				* UNCOLLECTED / UNENCUMBERED *				0.00
31-6200-740	(E)		CONSTRUCTION					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	767,308.00	338,646.00		
			ACCOUNT 31-6200-740	* ENDING BALANCE *	767,308.00	338,646.00		
				* UNCOLLECTED / UNENCUMBERED *				428,662.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
31-6200-741	(E)	ADA						
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
			ACCOUNT 31-6200-741	* ENDING BALANCE *				
				* UNCOLLECTED / UNENCUMBERED *				0.00
			FUND 31 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
32-1010-010	(A)		CASH-HOYLE CREEK RESTORATION					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			2,200,000.00	171,500.00	
		ACCOUNT 32-1010-010	* ENDING BALANCE *			2,028,500.00		
32-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			171,500.00	171,500.00	
		ACCOUNT 32-2010-000	* ENDING BALANCE *					
32-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
		ACCOUNT 32-2990-000	* ENDING BALANCE *					
32-3970-000	(R)		STATE GRANT					
			* BUDGET AMOUNT *		-2,200,000.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *				2,200,000.00	
		ACCOUNT 32-3970-000	* ENDING BALANCE *		-2,200,000.00		2,200,000.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
32-6200-001	(E)		SCHEMATIC & ROUTING PHASE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		102,500.00	58,900.00		
		ACCOUNT 32-6200-001	* ENDING BALANCE *		102,500.00	58,900.00		
			* UNCOLLECTED / UNENCUMBERED *					43,600.00
32-6200-002	(E)		SURVEY & DESIGN PHASE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		553,000.00	112,600.00		
		ACCOUNT 32-6200-002	* ENDING BALANCE *		553,000.00	112,600.00		
			* UNCOLLECTED / UNENCUMBERED *					440,400.00
32-6200-003	(E)		BIDDING & AWARD PHASE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		16,000.00			
		ACCOUNT 32-6200-003	* ENDING BALANCE *		16,000.00			
			* UNCOLLECTED / UNENCUMBERED *					16,000.00



Trial Balance Capital Projects Report

Account Range First: FIRST  
Last: LAST

Selected Fiscal Year Range: 2024 to 2026

REPORT DATE: 10/02/25

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
32-6200-150	(E)		RESTORATION					
				* BUDGET AMOUNT *	2,000,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	-671,500.00			
			ACCOUNT 32-6200-150	* ENDING BALANCE *	1,328,500.00			
				* UNCOLLECTED / UNENCUMBERED *				1,328,500.00
32-6200-900	(E)		CONTINGENCY					
				* BUDGET AMOUNT *	200,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
			ACCOUNT 32-6200-900	* ENDING BALANCE *	200,000.00			
				* UNCOLLECTED / UNENCUMBERED *				200,000.00
			FUND 32 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

10/02/25

TOWN OF VALDESE

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Fund: (35) - From 2019 thru 2026 - PUBLIC SAFETY BUILDING

**Trial Balance Capital Projects Report**

Account Range First: FIRST

Selected Fiscal Year Range: 2019 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
35-1010-010	(A)		CASH-PUBLIC SAFETY BUILDING					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			2,044,544.25	1,227,483.31	
			ACCOUNT 35-1010-010	* ENDING BALANCE *		817,060.94		
35-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			775,883.98	775,883.98	
			ACCOUNT 35-2010-000	* ENDING BALANCE *				
35-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 35-2990-000	* ENDING BALANCE *				
35-3480-000	(R)		TOWN CONTRIBUTION					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-860,000.00	2,300.00	862,300.00	
			ACCOUNT 35-3480-000	* ENDING BALANCE *	-860,000.00		860,000.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

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Fund: (35) - From 2019 thru 2026 - PUBLIC SAFETY BUILDING

### Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2019 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
35-3480-001	(R)	ABC DISTRIBUTIONS						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u>-497,888.00</u>	<u></u>	<u>548,894.25</u>	<u></u>
		ACCOUNT 35-3480-001	* ENDING BALANCE *		-497,888.00		548,894.25	
			* UNCOLLECTED / UNENCUMBERED *					51,006.25
35-3480-002	(R)	STATE GRANT						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u>-500,000.00</u>	<u></u>	<u>500,000.00</u>	<u></u>
		ACCOUNT 35-3480-002	* ENDING BALANCE *		-500,000.00		500,000.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00
35-3480-003	(R)	FUTURE LOAN						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u></u>	<u></u>	<u></u>	<u></u>
		ACCOUNT 35-3480-003	* ENDING BALANCE *					
			* UNCOLLECTED / UNENCUMBERED *					0.00

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Fund: (35) - From 2019 thru 2026 - PUBLIC SAFETY BUILDING

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
35-3480-004	(R)		SALE OF PROPERTIES					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-78,543.38		127,500.00	
		ACCOUNT 35-3480-004	* ENDING BALANCE *		-78,543.38		127,500.00	
			* UNCOLLECTED / UNENCUMBERED *					48,956.62
35-5100-040	(E)		PD A&E SERVICES					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		174,755.00			
		ACCOUNT 35-5100-040	* ENDING BALANCE *		174,755.00			
			* UNCOLLECTED / UNENCUMBERED *					174,755.00
35-5100-050	(E)		PD A&E REIMBURSABLE ALLOWANCE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		4,000.00			
		ACCOUNT 35-5100-050	* ENDING BALANCE *		4,000.00			
			* UNCOLLECTED / UNENCUMBERED *					4,000.00

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Fund: (35) - From 2019 thru 2026 - PUBLIC SAFETY BUILDING

**Trial Balance Capital Projects Report**

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
35-5100-150	(E)		PD BUILDING PURCHASE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		363,810.00	363,467.33		
		ACCOUNT 35-5100-150	* ENDING BALANCE *		363,810.00	363,467.33		
			* UNCOLLECTED / UNENCUMBERED *					342.67
35-5300-039	(E)		EXISTING FACILITY ASSESSMENT					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		25,500.00	25,500.00		
		ACCOUNT 35-5300-039	* ENDING BALANCE *		25,500.00	25,500.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
35-5300-040	(E)		PROFESSIONAL SERVICES					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		288,210.38	294,060.38	5,850.00	
		ACCOUNT 35-5300-040	* ENDING BALANCE *		288,210.38	288,210.38		
			* UNCOLLECTED / UNENCUMBERED *					0.00

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
35-5300-041	(E)		PROFESSIONAL SERVICES					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	82,024.00	44,023.60		
			ACCOUNT 35-5300-041	* ENDING BALANCE *	82,024.00	44,023.60		
				* UNCOLLECTED / UNENCUMBERED *				38,000.40
35-5300-150	(E)		REPAIRS					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	498,132.00	498,132.00		
			ACCOUNT 35-5300-150	* ENDING BALANCE *	498,132.00	498,132.00		
				* UNCOLLECTED / UNENCUMBERED *				0.00
35-5300-900	(E)		RESERVE					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	500,000.00			
			ACCOUNT 35-5300-900	* ENDING BALANCE *	500,000.00			
				* UNCOLLECTED / UNENCUMBERED *				500,000.00
			FUND 35 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

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Fund: (50) - From 2021 thru 2026 - CLINE AVE BASIN &amp; PUMP STATION

**Trial Balance Capital Projects Report**

Account Range First: FIRST

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
50-1010-010	(A)		CASH - CLINE AVE BASIN & PUMP STATION					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			387,710.02	1,040,633.13	
			ACCOUNT 50-1010-010 * ENDING BALANCE *				652,923.11	
50-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			1,040,633.13	1,040,633.13	
			ACCOUNT 50-2010-000 * ENDING BALANCE *					
50-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 50-2990-000 * ENDING BALANCE *					
50-3000-001	(R)		UTILITY FUND CONTRIBUTION					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-30,780.00		30,780.00	
			ACCOUNT 50-3000-001 * ENDING BALANCE *		-30,780.00		30,780.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

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Fund: (50) - From 2021 thru 2026 - CLINE AVE BASIN &amp; PUMP STATION

**Trial Balance Capital Projects Report**

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
50-3000-002	(R)	SRP LOAN						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u>-1,488,510.00</u>	<u></u>	<u>356,930.02</u>	<u></u>
		ACCOUNT 50-3000-002	* ENDING BALANCE *		-1,488,510.00		356,930.02	
			* UNCOLLECTED / UNENCUMBERED *					-1,131,579.98
50-8110-100	(E)	ENGINEERING REPORT						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u>22,000.00</u>	<u>22,000.00</u>	<u></u>	<u></u>
		ACCOUNT 50-8110-100	* ENDING BALANCE *		22,000.00	22,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
50-8110-200	(E)	DESIGN						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		<u>89,000.00</u>	<u>89,000.00</u>	<u></u>	<u></u>
		ACCOUNT 50-8110-200	* ENDING BALANCE *		89,000.00	89,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00



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Fund: (50) - From 2021 thru 2026 - CLINE AVE BASIN &amp; PUMP STATION

**Trial Balance Capital Projects Report**

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
50-8110-300	(E)		BIDDING & AWARD					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		7,000.00	7,000.00		
		ACCOUNT 50-8110-300	* ENDING BALANCE *		7,000.00	7,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
50-8110-400	(E)		CONSTRUCTION ADMIN					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		72,000.00	49,600.00		
		ACCOUNT 50-8110-400	* ENDING BALANCE *		72,000.00	49,600.00		
			* UNCOLLECTED / UNENCUMBERED *					22,400.00
50-8110-500	(E)		PLANNING & FUNDING ADMIN					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		20,000.00	6,700.00		
		ACCOUNT 50-8110-500	* ENDING BALANCE *		20,000.00	6,700.00		
			* UNCOLLECTED / UNENCUMBERED *					13,300.00

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Fund: (50) - From 2021 thru 2026 - CLINE AVE BASIN &amp; PUMP STATION

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
50-8110-600	(E)		LOAN CLOSING FEE					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
					<u>30,300.00</u>	<u>29,770.00</u>		
			ACCOUNT 50-8110-600 * ENDING BALANCE *		30,300.00	29,770.00		
			* UNCOLLECTED / UNENCUMBERED *					530.00
50-8110-700	(E)		LEGAL/ADMIN					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
					<u>5,000.00</u>			
			ACCOUNT 50-8110-700 * ENDING BALANCE *		5,000.00			
			* UNCOLLECTED / UNENCUMBERED *					5,000.00
50-8110-800	(E)		CONSTRUCTION					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
					<u>1,158,190.00</u>	<u>836,563.13</u>		
			ACCOUNT 50-8110-800 * ENDING BALANCE *		1,158,190.00	836,563.13		
			* UNCOLLECTED / UNENCUMBERED *					321,626.87

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
50-8110-900	(E)		CONTINGENCY					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	115,800.00			
			ACCOUNT 50-8110-900	* ENDING BALANCE *	115,800.00			
				* UNCOLLECTED / UNENCUMBERED *				115,800.00
			FUND 50 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

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Fund: (52) - From 2022 thru 2026 - VALDESE BLUFFS SEWER LINE

**Trial Balance Capital Projects Report**

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
52-1010-010	(A)		CASH-VALDESE BLUFFS SEWER LINE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			96,635.00	101,345.00	
			ACCOUNT 52-1010-010	* ENDING BALANCE *			4,710.00	
52-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			101,345.00	101,345.00	
			ACCOUNT 52-2010-000	* ENDING BALANCE *				
52-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 52-2990-000	* ENDING BALANCE *				
52-3000-002	(R)		ARP GRANT					
			* BUDGET AMOUNT *		-721,580.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-80,403.00		96,635.00	
			ACCOUNT 52-3000-002	* ENDING BALANCE *	-801,983.00		96,635.00	
			* UNCOLLECTED / UNENCUMBERED *					-705,348.00

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Fund: (52) - From 2022 thru 2026 - VALDESE BLUFFS SEWER LINE

**Trial Balance Capital Projects Report**

Account Range First: FIRST

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Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
52-8110-100	(E)	PLANNING						
			* BUDGET AMOUNT *		56,455.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			62,455.00	6,000.00	
		ACCOUNT 52-8110-100	* ENDING BALANCE *		56,455.00	56,455.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
52-8110-200	(E)	DESIGN						
			* BUDGET AMOUNT *		44,110.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			44,110.00		
		ACCOUNT 52-8110-200	* ENDING BALANCE *		44,110.00	44,110.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
52-8110-300	(E)	BIDDING						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		12,214.00			
		ACCOUNT 52-8110-300	* ENDING BALANCE *		12,214.00			
			* UNCOLLECTED / UNENCUMBERED *					12,214.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
52-8110-400	(E)		CONSTRUCTION ADMIN					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	38,500.00			
		ACCOUNT 52-8110-400		* ENDING BALANCE *	38,500.00			
				* UNCOLLECTED / UNENCUMBERED *				38,500.00
52-8110-800	(E)		CONSTRUCTION					
				* BUDGET AMOUNT *	621,015.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	14,488.00	780.00		
		ACCOUNT 52-8110-800		* ENDING BALANCE *	635,503.00	780.00		
				* UNCOLLECTED / UNENCUMBERED *				634,723.00
52-8110-900	(E)		CONTINGENCY					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	15,201.00			
		ACCOUNT 52-8110-900		* ENDING BALANCE *	15,201.00			
				* UNCOLLECTED / UNENCUMBERED *				15,201.00
FUND 52 TOTAL: * FUND NET TRANSACTIONS *						0.00		

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
53-1010-010	(A)		CASH-LEAD SERVICE LINE INVENTORY					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			74,948.40	82,223.12	
			ACCOUNT 53-1010-010	* ENDING BALANCE *			7,274.72	
53-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			82,223.12	82,223.12	
			ACCOUNT 53-2010-000	* ENDING BALANCE *				
53-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 53-2990-000	* ENDING BALANCE *				
53-3000-000	(R)		PRINCIPLE FORGIVENESS (60%)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-300,000.00		38,969.04	
			ACCOUNT 53-3000-000	* ENDING BALANCE *	-300,000.00		38,969.04	
			* UNCOLLECTED / UNENCUMBERED *					-261,030.96

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Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
53-3000-001	(R)	LOAN						
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	-200,000.00		25,979.36	
		ACCOUNT 53-3000-001		* ENDING BALANCE *	-200,000.00		25,979.36	
				* UNCOLLECTED / UNENCUMBERED *				-174,020.64
53-3000-002	(R)	TRANSFER FROM UTILITY FUND						
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	-10,000.00		10,000.00	
		ACCOUNT 53-3000-002		* ENDING BALANCE *	-10,000.00		10,000.00	
				* UNCOLLECTED / UNENCUMBERED *				0.00
53-8120-000	(E)	DESKTOP EVALUATION						
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	85,000.00	58,600.00		
		ACCOUNT 53-8120-000		* ENDING BALANCE *	85,000.00	58,600.00		
				* UNCOLLECTED / UNENCUMBERED *				26,400.00



Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
53-8120-001	(E)		METER BOX INSPECTIONS					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		40,000.00	4,623.12		
		ACCOUNT 53-8120-001	* ENDING BALANCE *		40,000.00	4,623.12		
			* UNCOLLECTED / UNENCUMBERED *					35,376.88
53-8120-002	(E)		DEVELOP INITIAL INVENTORY FOR LCRR					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		20,000.00	4,500.00		
		ACCOUNT 53-8120-002	* ENDING BALANCE *		20,000.00	4,500.00		
			* UNCOLLECTED / UNENCUMBERED *					15,500.00
53-8120-003	(E)		FIELD LOCATES-SOFT DIGS					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		275,000.00			
		ACCOUNT 53-8120-003	* ENDING BALANCE *		275,000.00			
			* UNCOLLECTED / UNENCUMBERED *					275,000.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
53-8120-004	(E)	ASSEMBLE DATA FINAL REPORT						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		80,000.00	4,500.00		
		ACCOUNT 53-8120-004	* ENDING BALANCE *		80,000.00	4,500.00		
			* UNCOLLECTED / UNENCUMBERED *					75,500.00
53-8120-005	(E)	LOAN FEE						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		10,000.00	10,000.00		
		ACCOUNT 53-8120-005	* ENDING BALANCE *		10,000.00	10,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
		FUND 53 TOTAL: * FUND NET TRANSACTIONS *				0.00		

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
54-1010-010	(A)		CASH-WATER TREATMENT PLANT UPGRADES					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			82,900.00	192,600.00	
			ACCOUNT 54-1010-010	* ENDING BALANCE *			109,700.00	
54-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			192,600.00	192,600.00	
			ACCOUNT 54-2010-000	* ENDING BALANCE *				
54-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 54-2990-000	* ENDING BALANCE *				
54-3480-000	(R)		STATE APPROPRIATION					
			* BUDGET AMOUNT *		-6,790,000.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-105,000.00		82,900.00	
			ACCOUNT 54-3480-000	* ENDING BALANCE *	-6,895,000.00		82,900.00	
			* UNCOLLECTED / UNENCUMBERED *					-6,812,100.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
54-8100-040	(E)	DESIGN						
				* BUDGET AMOUNT *	488,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *		186,500.00		
		ACCOUNT 54-8100-040		* ENDING BALANCE *	488,000.00	186,500.00		
				* UNCOLLECTED / UNENCUMBERED *				301,500.00
54-8100-041	(E)	FUNDING ADMIN						
				* BUDGET AMOUNT *	40,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *		6,100.00		
		ACCOUNT 54-8100-041		* ENDING BALANCE *	40,000.00	6,100.00		
				* UNCOLLECTED / UNENCUMBERED *				33,900.00
54-8100-043	(E)	BIDDING & AWARD						
				* BUDGET AMOUNT *	28,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
		ACCOUNT 54-8100-043		* ENDING BALANCE *	28,000.00			
				* UNCOLLECTED / UNENCUMBERED *				28,000.00

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
54-8100-045	(E)		CONSTRUCTION SERVICES					
				* BUDGET AMOUNT *	397,000.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
			ACCOUNT 54-8100-045	* ENDING BALANCE *	397,000.00			
				* UNCOLLECTED / UNENCUMBERED *				397,000.00
54-8100-760	(E)		CONSTRUCTION					
				* BUDGET AMOUNT *	5,357,900.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	105,000.00			
			ACCOUNT 54-8100-760	* ENDING BALANCE *	5,462,900.00			
				* UNCOLLECTED / UNENCUMBERED *				5,462,900.00
54-8100-900	(E)		CONTINGENCY					
				* BUDGET AMOUNT *	479,100.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *				
			ACCOUNT 54-8100-900	* ENDING BALANCE *	479,100.00			
				* UNCOLLECTED / UNENCUMBERED *				479,100.00
			FUND 54 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
55-1010-010	(A)		CASH-BERRYTOWN WATER LINE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			56,000.00	87,700.00	
			ACCOUNT 55-1010-010	* ENDING BALANCE *			31,700.00	
55-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			87,700.00	87,700.00	
			ACCOUNT 55-2010-000	* ENDING BALANCE *				
55-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 55-2990-000	* ENDING BALANCE *				
55-3000-000	(R)		CDBG-I PLANNING GRANT					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-56,000.00		56,000.00	
			ACCOUNT 55-3000-000	* ENDING BALANCE *	-56,000.00		56,000.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

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TOWN OF VALDESE

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Fund: (55) - From 2024 thru 2026 - BERRYTOWN WATER LINE

## Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2024 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
55-3000-001	(R)	CDBG-I	CONSTRUCTION GRANT					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-2,180,775.00			
		ACCOUNT 55-3000-001	* ENDING BALANCE *		-2,180,775.00			
			* UNCOLLECTED / UNENCUMBERED *					-2,180,775.00
55-3000-002	(R)	CDBG-NEIGHBORHOOD	REVITALIZATION GRANT					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-1,000,000.00			
		ACCOUNT 55-3000-002	* ENDING BALANCE *		-1,000,000.00			
			* UNCOLLECTED / UNENCUMBERED *					-1,000,000.00
55-8120-000	(E)	PLANNING-ENGINEERING	REPORT (ER)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		26,000.00	26,000.00		
		ACCOUNT 55-8120-000	* ENDING BALANCE *		26,000.00	26,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00

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TOWN OF VALDESE

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Fund: (55) - From 2024 thru 2026 - BERRYTOWN WATER LINE

# Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2024 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
55-8120-001	(E)		PLANNING-ENVIRONMENTAL (EID)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		25,000.00	25,000.00		
		ACCOUNT 55-8120-001	* ENDING BALANCE *		25,000.00	25,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
55-8120-002	(E)		PLANNING-ADMINISTRATION (CP&FHP)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		5,000.00	5,000.00		
		ACCOUNT 55-8120-002	* ENDING BALANCE *		5,000.00	5,000.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00
55-8120-003	(E)		CONSTRUCTION-WATER IMPROVEMENTS					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		2,013,098.00	31,700.00		
		ACCOUNT 55-8120-003	* ENDING BALANCE *		2,013,098.00	31,700.00		
			* UNCOLLECTED / UNENCUMBERED *					1,981,398.00



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Fund: (55) - From 2024 thru 2026 - BERRYTOWN WATER LINE

# Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2024 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
55-8120-004	(E)		CONSTRUCTION-ADMINISTRATION					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		167,677.00			
		ACCOUNT 55-8120-004	* ENDING BALANCE *		167,677.00			
			* UNCOLLECTED / UNENCUMBERED *					167,677.00
55-8120-005	(E)		WATER CONNECTIONS (CDBG-NR)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		925,000.00			
		ACCOUNT 55-8120-005	* ENDING BALANCE *		925,000.00			
			* UNCOLLECTED / UNENCUMBERED *					925,000.00
55-8120-006	(E)		COG ADMINISTRATION (CDBG-NR)					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		71,500.00			
		ACCOUNT 55-8120-006	* ENDING BALANCE *		71,500.00			
			* UNCOLLECTED / UNENCUMBERED *					71,500.00

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Fund: (55) - From 2024 thru 2026 - BERRYTOWN WATER LINE

## Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2024 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
55-8120-007	(E)	PLANNING (CDBG-NR)						
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	3,500.00			
		ACCOUNT 55-8120-007		* ENDING BALANCE *	3,500.00			
				* UNCOLLECTED / UNENCUMBERED *				3,500.00
		FUND 55 TOTAL: * FUND NET TRANSACTIONS *				0.00		

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Fund: (76) - From 2023 thru 2026 - STREET IMPROVEMENTS

**Trial Balance Capital Projects Report**

Account Range First: FIRST

Selected Fiscal Year Range: 2023 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
76-1010-010	(A)		CASH - STREET IMPROVEMENTS					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			1,325,000.00	498,500.00	
			ACCOUNT 76-1010-010	* ENDING BALANCE *		826,500.00		
76-2010-000	(L)		ACCOUNTS PAYABLE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *			498,500.00	498,500.00	
			ACCOUNT 76-2010-000	* ENDING BALANCE *				
76-2990-000	(Q)		FUND BALANCE					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *					
			ACCOUNT 76-2990-000	* ENDING BALANCE *				
76-3000-000	(R)		TRANSFER FROM GENERAL FUND					
			* BUDGET AMOUNT *		-350,000.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		-150,000.00		500,000.00	
			ACCOUNT 76-3000-000	* ENDING BALANCE *	-500,000.00		500,000.00	
			* UNCOLLECTED / UNENCUMBERED *					0.00

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TOWN OF VALDESE

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Fund: (76) - From 2023 thru 2026 - STREET IMPROVEMENTS

**Trial Balance Capital Projects Report**

Account Range First: FIRST

Selected Fiscal Year Range: 2023 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
76-3000-001	(R)	2025	TRANSFER FROM GENERAL					
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *				825,000.00	
		ACCOUNT 76-3000-001	* ENDING BALANCE *				825,000.00	
			* UNCOLLECTED / UNENCUMBERED *					825,000.00
76-5600-040	(E)	ENGINEERING SERVICES						
			* BUDGET AMOUNT *		0.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		45,100.00	43,600.00		
		ACCOUNT 76-5600-040	* ENDING BALANCE *		45,100.00	43,600.00		
			* UNCOLLECTED / UNENCUMBERED *					1,500.00
76-5600-450	(E)	STREET IMPROVEMENTS						
			* BUDGET AMOUNT *		350,000.00			
			* AMENDMENTS *					
			* BEGINNING BALANCE *					
			* TOTAL TRANSACTIONS *		94,225.00	444,225.00		
		ACCOUNT 76-5600-450	* ENDING BALANCE *		444,225.00	444,225.00		
			* UNCOLLECTED / UNENCUMBERED *					0.00

## Trial Balance Capital Projects Report

Account Range First: FIRST

Selected Fiscal Year Range: 2023 to 2026

REPORT DATE: 10/02/25

Last: LAST

Account Date	FM	Jrnl No	Description	Reference	Budget	Debit	Credit	Enc / Liq
76-5600-900	(E)		CONTINGENCY					
				* BUDGET AMOUNT *	0.00			
				* AMENDMENTS *				
				* BEGINNING BALANCE *				
				* TOTAL TRANSACTIONS *	10,675.00	10,675.00		
			ACCOUNT 76-5600-900	* ENDING BALANCE *	10,675.00	10,675.00		
				* UNCOLLECTED / UNENCUMBERED *				0.00
			FUND 76 TOTAL:	* FUND NET TRANSACTIONS *		0.00		

## AGENDA ITEM 7-H – FINANCIAL ANALYSIS AND MODELING

**Purpose:** to consider a motion that will ensure the Valdese Town Council will have relevant facts available to choose among the multimillion-dollar public facilities options, ***and that everyone – citizens, council members, and staff fully understand all that is at stake.***

### Key Elements of the Design-Build Contract, as Presented and Approved, August 4

Town of Valdese Phase 1

102 Massel Avenue

Valdese, NC 28690

D. R. Reynolds Co. Inc. intends to conduct a comprehensive feasibility study of the following properties:

-215 Main Street E, Valdese, NC 28690

-121 Faet Street SW, Valdese, NC 28690

- 200 Massel Avenue SW, Valdese, NC 28690

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

The Owner and Consultant agree as follows:

The Design-Build services shall be completed in a two-phase approach utilizing AIA C141-2024 Standard Form. From these budgetary numbers, it is anticipated the Town Council will choose how to proceed addressing the facilities for both police and fire. This decision will then transition into Phase II.

Phase I:

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

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

### **THE “CAN’T TURN BACK” STEP...**

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

### **KEY FACTORS THAT MAY OR MAY NOT BE INCLUDED IN DR REYNOLD’S EVALUATION:**

- 215 Main Street E: 2024 A&E estimate had renovation at \$2.5 million; excluding:
  - Estimate for two-story design addition of 1000 SF and elevator, if required.
  - Testing or consideration of 5+ feet of excavation to accommodate the addition.
  - Limited lot size of 0.29 acre that would not accommodate all police vehicles.
- 121 Faet Street detailed design and estimate for renovation of the old town hall for occupancy by the police department, by Taylor & Viola Structural Engineers of Hickory, was \$1.8 million, based on 2021 estimates. That excludes the renovation of any retained adjoining portion and the demolition of the distressed 1978 south-end addition.
- Each of the above results in loss of property's resale value, long-term tax revenue, and economic benefit of businesses that may buy them.
- Purchase of 200 Massel Ave SW included environmental testing, a schematic showing the feasibility of a combined building, and preliminary estimates for site work.

## ITEM J-vii TOWN HALL – MINOR MODIFICATIONS

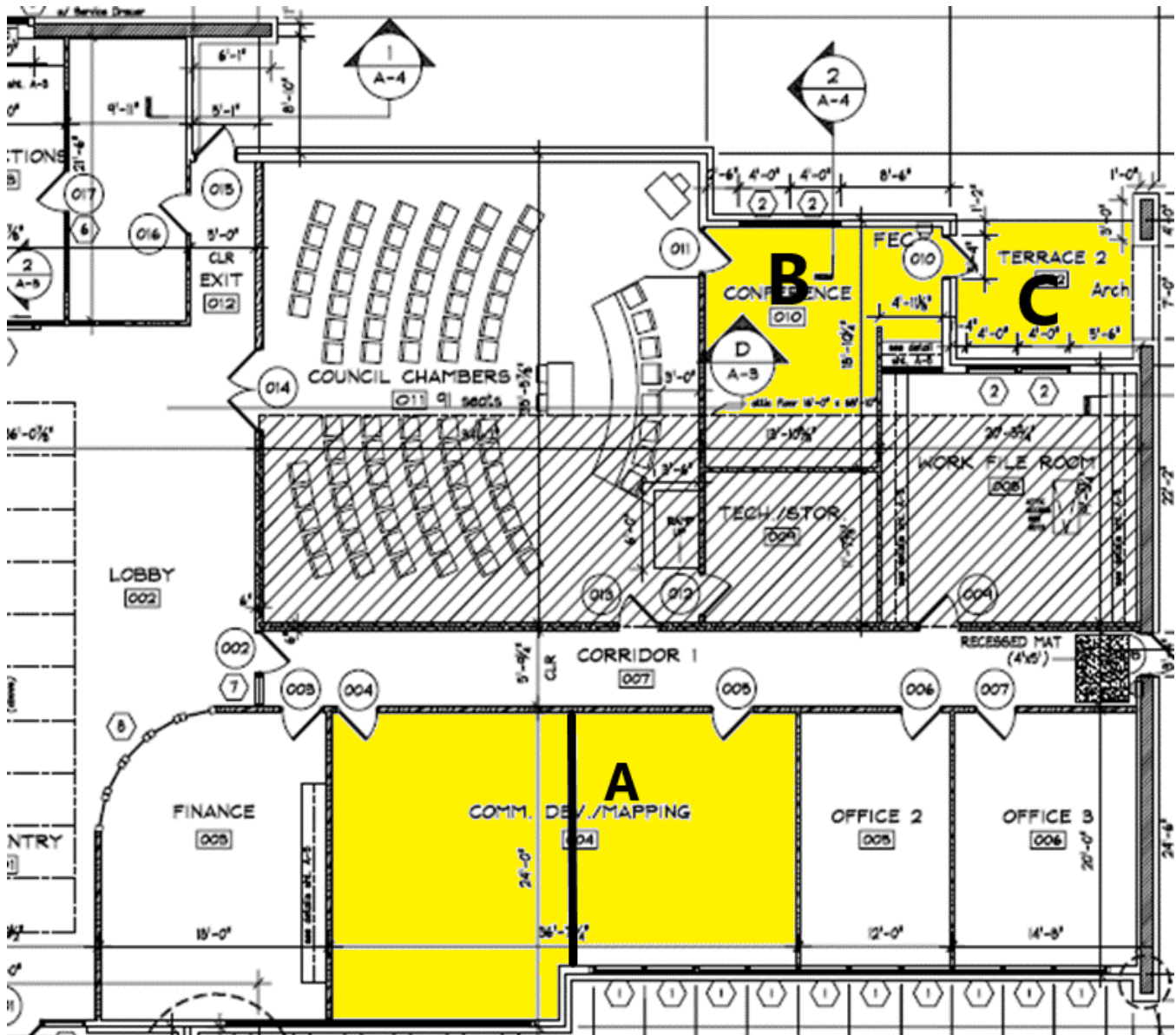
For discussion, obtaining estimates was authorized on Oct 6, 2024

**Objective:** better utilization of poorly designed office space, with all offices 20' deep, whereas 16' depth is more common and efficient. While standard office space is typically 150 SF/employee, four administrators occupy 2200 SF, averaging 550 SF/employee. Addressing the most egregious space for modest expense would provide three immediate benefits:

**Proposed:** construct a wall across the second largest room in the town hall, the “planning director” office, over 800 SF, indicated “A” below, with three immediate benefits:

- Daily availability for meetings by staff, police officers, and the town council, as well as closed sessions
- Free up the small conference room “B”, utilized for council closed sessions, for a secured booking and interview room for the police department
- Simultaneously, providing a virtual “sally port” with an exterior door “C”

**Further:** additional minor modifications could reduce dangers to town employees and citizens



# Town of Valdese

## COUNCIL MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Town Council

From: Morrissa Anqi - Community Affairs Department

Subject: Budget Amendment #1-10

Meeting: October 6, 2025

Presenter: Bo Weichel

### ITEM OF INTEREST:

July 4, 2026 Fireworks Cost Increase

### BACKGROUND INFORMATION:

In 2024, Town Council made the decision to host the annual Independence Day Celebration on July 4th for 2025 and 2026. This change resulted in a budget increase from \$12,500 for the 2024 event up to \$22,000 for this most recent 2025 event.

Management has directed staff to retain the services of JECO Pyrotechnics, LLC DBA Skyworks Pyro (used for the 2025 event) to continue hosting the event on Saturday, July 4, 2026. The fee with Skyworks Pyro for fireworks on 7/4/26 has increased from \$22,000 in 2025 (what was budgeted) to \$23,000 with an additional \$1,716 tariff fee totaling the fireworks cost to \$24,716.

This would result in a necessary budget amendment in the amount of \$2,716.

### BUDGET IMPACT:

Budget amendment in the amount of \$2,716

### OPTIONS:

### ATTACHMENTS:

Amendment #1-10



## Valdese Town Council Meeting

Monday, October 6, 2025

Budget Amendment #

1-10

Subject:

Fireworks for July 4th, 2026

Description:

Per memo, increase in fee for 2026

## Proposed Action:

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

## Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appr.		2,716
Total		\$0	\$2,716

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.6250.450	Contracted Services	2,716	
Total		\$2,716	\$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.