

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

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

**Tuesday, September 2, 2025**  
**6:00 p.m., Valdese Town Hall, Council Chambers**

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

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

**A.** Reading Material

**5. Open Forum/Public Comment**

**6. Consent Agenda**

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

- A.** Approval of Special Called Meeting Minutes of July 28, 2025
- B.** Approval of Closed Session Minutes of July 28, 2025
- C.** Approval of Pre-Agenda Meeting Minutes of July 28, 2025
- D.** Approval of Special Called Meeting Minutes of August 4, 2025
- E.** Approval of Regular Meeting Minutes of August 4, 2025
- F.** Approval of Closed Session Minutes of August 4, 2025
- G.** Approval of Lease Agreement at Old Rock School with Tranquility Day Spa DBA Shifrah Aesthetics & Wellness Spa
- H.** Approval of Lease Agreement at Old Rock School with P&W Railroad Club
- I.** Approval of Ordinance Declaring Road Closure for Town of Valdese Special Event – Draughn High School Homecoming Parade
- J.** Capital Project Ordinance Amendment - Valdese Bluffs Sewer Project

## **7. New Business**

- A. Public Hearing – Text Amendment to the Unified Development Ordinance *(Presented by Daniel Odom, WPCOG)*
- B. Call for a Public Hearing on October 6, 2025 - CDBG Grant for Berrytown Project *(Presented by Kyle Case, WPCOG)*
- C. Capital Project Ordinance Amendment - Public Safety Building Project *(Presented by Bo Weichel)*
- D. Residency Qualification for Committee Members *(Council Discussion)*
- E. Resolution on the Valdese Town Council's Expectations for responsible town staff regarding enforcement of zoning ordinances *(Council Discussion)*

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

- A. 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).
- B. 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).
- C. 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.
- D. Next Agenda Review Council meeting is scheduled for Monday, September 29, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall
- E. Next Regular Council meeting scheduled for Monday October 6, 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

### August 2025

#### Tourism Statistics

*visitvaldese.com* views (August 4-25) 14,653

*townofvaldese.com* views (August 4-25) 8,511

*Top 5 Pages Viewed (townofvaldese): Career Opportunities, Utilities, Recreation, Rec Program Schedule, Police Department*

#### Facebook

# of followers 21,086

Page Views (last 28 days) 646,956

Post Reach (last 28 days) 104,140

Facebook Reactions/Feedback (last 28 days)

Interactions: 7,426 Link Clicks: 3,052

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

Approximate # of Visitors to the Tourism/CA Office 391

#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	3
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	15
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	0

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

N/A

Monthly Old Rock School Rentals 26

Old Rock School Total Attendance 4,825

#### CA Summary for August 2025

August always means "festival time" for Community Affairs and the year 2025 marked the 50th Annual celebration! The weekend was a huge success, with unseasonably cool weather that drew the largest crowd in years- 13,500 attendees on average! The event hosted over 160 street vendors, a wide range of entertainment at Main Stage, and multiple attraction activities. The FFN Summer Concert Series also continues through August, with the finale taking place on August 29th. The season was an overall success, despite battling with rain for many of the shows. The department is now working on Fall/Winter events including the Treats in the Streets, Christmas in November Craft Show, 25-26 Bluegrass at the Rock season and several Christmas events. A family movie night as also been added to the Fall calendar, with a showing of Toy Story on September 27th on Temple Field. Rentals remained steady over the course of the Summer and the department will set a meeting for Main Street soon.

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**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
JULY 28, 2025**

The Town of Valdese Town Council met on Monday, July 28, 2025, at 5:00 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: Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and Alison Adams from WPCOG.

Absent: Town Manager Todd Herms

A quorum was present.

Mayor Charles Watts opened the meeting.

**CLOSED SESSION:** At 5:00 p.m., 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 Councilwoman Zimmerman. The vote was unanimous and motion carried.

At 5:42 p.m., Councilwoman Lowman made a motion to go out of Closed Session, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

**ADJOURNMENT:** At 5:45 p.m., there being no further business to come before Council, Councilwoman Zimmerman made a motion to adjourn, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

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Town Clerk

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Mayor

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JULY 28, 2025, MB#33

**TOWN OF VALDESE  
TOWN COUNCIL PRE - AGENDA MEETING  
JULY 28, 2025**

The Town of Valdese Town Council met on Monday, July 28, 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: Assistant Town Manager/CFO Bo Weichel, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and Alison Adams from WPCOG.

Absent: Town Manager Todd Herms

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.

**ROSTAN ANNEXATION PETITION – CALL FOR PUBLIC HEARING ON AUGUST 4, 2025** Alison Adams, from WPCOG, explained that the petition is to annex one parcel, which is contiguous to the current town limits. The property owner, Mr. Rostan, will also be requesting a rezoning to reflect a town zoning district, which will be addressed next. The annexation petition was submitted on May 27, 2025. All legal notice requirements have been met, including newspaper publications on July 19 and 26 and posting of the property. Ms. Adams recommended that the Council direct the Clerk to review the petition for sufficiency and set the public hearing for August 4, 2025.

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

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

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

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

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

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Harvey made a motion to approve the resolution directing the Clerk to investigate a petition received under NCGS 168-31, seconded by Councilwoman Lowman. The vote was unanimous, and the motion carried.

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

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

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

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

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

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

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

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

TAX ID #: 2742370517

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

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

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilwoman Lowman made a motion to approve the resolution fixing the date of the public hearing on this annexation, and the date will be on August 4, 2025, seconded by Councilwoman Zimmerman. The vote was unanimous, and the motion carried.

#### **REVIEW AND DISCUSSION OF AUGUST 4, 2025, PRELIMINARY AGENDA:**

**CONSENT AGENDA:** Mayor Watts noted the items on the Consent Agenda.

#### **APPROVAL OF REGULAR MEETING MINUTES OF JUNE 23, 2025**

#### **APPROVAL OF CLOSED SESSION MINUTES OF JUNE 23, 2025**

#### **APPROVAL OF SPECIAL MEETING MINUTES OF JULY 11, 2025**

#### **APPROVAL OF CLOSED SESSION MINUTES OF JULY 11, 2025**

#### **APPROVAL OF BUDGET AMENDMENT FOR MERIDIAN 10-INCH SEWER LINE REPAIR**

**RESULT: CONSENT ITEMS MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

#### **NEW BUSINESS:**

**PUBLIC HEARING – ROSTAN VOLUNTARY ANNEXATION** Ms. Adams noted that this is just a recap of what she just presented for the annexation.

Councilman Harvey expressed his support for the annexation, stating it sets a good precedent. He encouraged other heirs of the Waldensian founders with property adjacent to Valdese, especially land not included when the town was originally incorporated, to also consider voluntary annexation. He noted that while many of these property owners identify as Valdese residents due to the 28690 zip code and their Waldensian heritage, they are technically outside town limits. He added that it would be beneficial for the town if these surrounding parcels were eventually incorporated.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

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**PUBLIC HEARING – REZONING OF ROSTAN PROPERTY** Ms. Adams explained that this rezoning request follows the annexation of the Rostan property. The property is currently zoned R-1 by Burke County, and the request is to rezone it to the Town of Valdese's R-12 district, which is consistent with surrounding zoning. She stated that the Planning Board reviewed the application on June 16, 2025, and gave a favorable recommendation. All legal notice requirements were met, including letters to adjoining property owners, posting the property, and publishing two newspaper ads. She recommended that Council hold a public hearing on August 4, 2025, to consider the rezoning.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

**CALL FOR A PUBLIC HEARING TO MODIFY UNIFIED DEVELOPMENT ORDINANCE** Ms. Adams stated that this request serves as a cleanup item for the Unified Development Ordinance. The original effective date was listed as July 1, 2025, but due to unresolved issues with state legislation related to downzoning, it is recommended to move the effective date to January 1, 2026. This change allows additional time for the General Assembly to address the issue. She recommended that Council set a public hearing for September 2 to meet all legal notice requirements.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

**APPROVAL OF IRON MOUNTAIN CONTRACT & RESOLUTION OF TENTATIVE AWARD FOR THE VALDESE BLUFFS PROJECT** Mr. Weichel provided an update on the Bluffs project. He explained that although partnership funding from the county and the developer has not been secured, the Town received an \$800,000 ARPA grant with a strict deadline. Council previously decided to move forward using the available funds. The Department of Water Infrastructure approved that approach, and the Town worked with the low bidder, Iron Mountain, to revise the project scope to fit the budget. The proposed contract is for \$634,000 with a \$7,000 contingency. Remaining funds will cover design and construction administration. The award is tentative pending final approval of the scope of work. The revised plan allows the project to move forward and positions the Town to complete additional work when more funding becomes available.

Mr. Weichel clarified that the current phase of the Bluffs project is not expected to benefit Valdese Weavers or Draughn High School. The work is designed to serve the entire subdivision, but the initial construction will focus on select areas that can remain in place until the rest of the project is completed in the future. The goal is to install infrastructure that can sit idle without risk of deterioration.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

**APPROVAL OF DR REYNOLDS CONTRACT FOR PUBLIC SAFETY FACILITIES** Mr. Weichel stated that the contract with DR Reynolds is the result of an RFQ process initiated last year. The contract covers phase one of a facilities study for the police and fire departments. The town attorney has reviewed the agreement, and it will be included in the upcoming agenda package.

Councilman Harvey asked if we were going to use a DBIA contract that was specified in the RFQ. Attorney Swanson explained that the team initially attempted to use DBIA contract forms but encountered issues determining the appropriate version. Since neither the Town nor DR Reynolds is very familiar with those forms, they decided to use AIA documents instead.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

**INFORMATION ITEMS FOR COUNCIL DISCUSSION:**

i. **FY 2025 PRELIMINARY FINAL RESULTS, AS OF JUNE 30, 2025** Mr. Weichel provided a preliminary year-end financial update as of June 30, 2025, noting the figures have not yet been audited. He reported that revenues slightly exceeded projections and expenditures came in under budget. As a result, approximately \$500,000 to \$550,000 will be added to fund balance. The primary factor was investment income, which was budgeted at \$243,000 but ended at \$772,000 due to a surplus of idle funds, resulting in about \$530,000 in unexpected interest income. Councilman Harvey asked if the preliminary results would be included in the agenda packet, specifically the June 30, 2025, year-to-date column.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**



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ii. **STATUS OF MOBILE FOOD ORDINANCE** Attorney Swanson stated that the draft food truck ordinance is currently under review. A copy will be provided for Council to begin reviewing and offering feedback. The ordinance will also be submitted to the Planning Board for review as part of the process.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

iii. **RESIDENCY REQUIREMENT FOR VALDESE TOWN COUNCIL ADVISORY COMMITTEES** Attorney Swanson explained that adding a residency requirement for committee members can be done in two ways. To apply the requirement to all committees, an amendment to the ordinance is needed, which is a more complex process requiring a public hearing and Council vote. If the residency requirement applies only to specific committees, it can be adopted by resolution. He noted that listing specific committees that Council previously formed and modifying their requirements through a resolution is a simpler option. Attorney Swanson suggested grandfathering in committee members that are currently serving on a board that live outside of the town limits.

Councilwoman Ward supported residency requirements, noting that taxpayers should have a greater say in town decisions. Councilwoman Zimmerman and Councilwoman Lowman raised concerns about exceptions, such as police officers and business owners who live outside town but serve on committees. Councilman Harvey expressed concern about outside water customers on social media wanting a voice in town decisions despite not paying town taxes. Attorney Swanson just needs guidance on which committees need to be included. The group agreed on the need to clarify residency requirements and suggested drafting a resolution to address this for consideration at the August 4 or September meeting.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

iv. **STATUS REPORT ON \$25,000 WPCOG CONTRACT, FROM AUGUST 7, 2023 – DECEMBER 31, 2026** Mr. Weichel explained that the contract with the Council of Governments for grant administration related to the Old Rock School renovation project has been completed. The project was finished last year, all grant funds have been received, and the contractor has been paid in full.

**RESULT: REMOVED FROM THE AUGUST 4, 2025 AGENDA**

**UPDATES ON AGREEMENTS AND PROJECTS APPROVED AT THE JUNE 2025 MEETING:**

i. **WPCOG PLANNING ASSISTANCE** Mr. Weichel stated that the planning contract remains unchanged from the previous year. It is a two-year agreement with a 30-day termination notice. Currently, planning services are provided one day a week on Wednesdays.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

ii. **WPCOG STORMWATER PARTNERSHIP** Mr. Weichel explained that this continues the Town's longstanding stormwater partnership with the Council of Governments. Although no work has started yet this fiscal year, the contract is in its second year of a two-year term.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

iii. **FIRST TRYON FINANCIAL ADVISORS** Mr. Weichel reported that work with First Tryon on the financial model is progressing well. They have provided a second draft, which he has not yet had time to review. The model is being customized to fit the Town's needs and integrated with the budget document. Once finalized, it will be presented to Council.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

iv. **APPLICATION FOR SUPPLEMENTAL HELENE FUNDING THROUGH DWI** Mr. Weichel provided an update on the funding application for the new Division of Water Infrastructure (DWI) program. Council previously approved a resolution to apply, and the application will be submitted by the August 1st deadline. Since the program guidelines were only recently released, McGill Associates and staff is working quickly to meet the requirements. The current focus is on submitting the water project application,

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particularly the water plant impacted by Hurricane Helene, as it is expected to score well. The Town will wait to submit sewer projects in the next round of funding on November 1st, once there is a better understanding of how DWI evaluates projects under the new program.

**RESULT: MOVED WITHOUT OBJECTION TO THE NEXT MEETING ON AUGUST 4, 2025, AT 6:00 P.M.**

**TOWN MANAGER'S REPORT** Town Manager Todd Herms will report at the August 4, 2025 meeting.

Mayor Watts announced that there would be a Special Called Meeting on Monday, August 4, 2025, at 5:00 pm in the Council Chambers.

**ADJOURNMENT:** At 6:35 p.m., there being no further business to come before Council, Councilwoman Ward made a motion to adjourn, seconded by Councilwoman Zimmerman. The vote was unanimous.

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Town Clerk

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Mayor

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AUGUST 4, 2025, MB#33

**TOWN OF VALDESE  
TOWN COUNCIL SPECIAL CALLED MEETING  
AUGUST 4, 2025**

The Town of Valdese Town Council met on Monday, August 4, 2025, at 5:00 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, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and Alison Adams from WPCOG.

Absent: Assistant Town Manager/CFO Bo Weichel

A quorum was present.

Mayor Charles Watts opened the meeting.

**POSTPONED - QUASI-JUDICIAL PUBLIC HEARING – SPECIAL USE PERMIT – PINEBURR  
PROPERTY**

Due to some objections that were just brought to Council's attention, Councilman Harvey made a motion to postpone tonight's meeting and reschedule it for a later date and time, seconded by Councilman Ogle. The vote was unanimous and motion carried.

**ADJOURNMENT:** At 5:01 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Ward. The vote was unanimous and motion carried.

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Town Clerk

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Mayor

jl

AUGUST 4, 2025, MB#33

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
AUGUST 4, 2025**

The Town of Valdese Town Council met on Monday, August 4, 2025, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The Council meeting was live-streamed on YouTube @Townofvaldese. The following were present: Mayor Charles Watts, Mayor Pro Tem Gary Ogle, Councilwoman Rexanna Lowman, Councilwoman Heather Ward, Councilwoman Melinda Zimmerman, and Councilman Glenn Harvey. Also present were: Town Manager Todd Herms, Town Attorney Tim Swanson, Town Clerk Jessica Lail, and various Department Heads.

Absent: Assistant Town Manager/CFO Bo Weichel

A quorum was present.

Rev. Dr. Josh Lail from First Baptist Church, Valdese, offered the invocation. Following the invocation, Mayor Charles Watts led in the Pledge of Allegiance to the Flag.

**OPEN FORUM/PUBLIC COMMENT:**

**OPEN FORUM/PUBLIC COMMENT GUIDELINES:** Councilman 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.

**WATER RATES – FRANK HORTON – 3065 BRANDON RD E, MORGANTON:** Mr. Horton addressed the Council regarding recent increases in water rates. He stated that last year the base water rate increased by \$10, and this year it rose by \$9.85, bringing the current base rate for 3,000 gallons to \$67.60. He said the Town Manager's office confirmed that rates increase almost every year. He reviewed budget figures for the water plant, stating it has a budget of over \$6 million. He estimated that water revenues in the "triple community" area (on town water rather than wells) would be approximately \$2,251,000 annually based on the current base rate, and compared this to census population data and other rate scenarios. He questioned why water revenue appears higher than what is needed and asked where the money is going. Mr. Horton also discussed the recent property tax rate reduction from \$0.51 to \$0.41 per \$100 valuation, noting that while this saves homeowners some money (about \$8.33/month on a \$100,000 home and about \$20/month on a \$250,000 home), the lost tax revenue may be offset by higher water rates. He believes residents in certain areas are bearing more of the cost through increased water bills. He compared local water rates to those in other towns, noting significantly lower rates in places like Hickory, even though Hickory is much larger and has a \$38 million budget. He expressed skepticism about oversight on spending, mentioning that requests for inspections of water lines and streets have not been fulfilled. Regarding infrastructure spending, Mr. Horton questioned the budget for a planned sidewalk from the current location to Rec Center. He stated he walked the route in just over two minutes, estimating it to be about 0.2 to 0.3 miles. He said typical sidewalk construction costs he researched range from \$34,000 to \$76,000 for a project of that size, yet the town's budget allocates \$950,000. He questioned why the cost is so high. He concluded by reiterating his concern that residents are paying \$67.60 per month for water, even if they use less than 3,000 gallons, and that there is no sense in the base rate being so high without clear justification of where the revenue is going.

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

**APPROVED REGULAR MEETING MINUTES OF JUNE 23, 2025**

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**APPROVED CLOSED SESSION MINUTES OF JUNE 23, 2025****APPROVED SPECIAL CALLED MEETING MINUTES OF JULY 11, 2025****APPROVED CLOSED SESSION MINUTES OF JULY 11, 2025****APPROVED BUDGET AMENDMENT FOR MERIDIAN 10-INCH SEWER LINE REPAIR**

Valdese Town Council Meeting

Monday, August 4, 2025

Budget Amendment #

1-30

Subject:

Sewer Line repair

Description:

Town owned 10" sewer line on Meridian Specialty Yarn property

**Proposed Action:**

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

**Section I:**

The following revenues available to the Town will be increased:

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

Amounts appropriated for expenditure are hereby amended as follows:

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

**Section II:**

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

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

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

**APPROVED PUBLIC HEARING – ROSTAN VOLUNTARY ANNEXATION** At 6:09 pm, Mayor Watts opened the Public Hearing.

Alison Adams from WPCOG presented the annexation request for Mark Rostan's 1.61-acre property located on Montana View Circle. Ms. Adams stated the public hearing was set at the July 28 meeting, with all legal requirements fulfilled, including two newspaper advertisements, property posting, and notification of adjoining property owners. She also noted the petition, filed by Mr. Rostan on May 27, 2025, was reviewed by the clerk and found sufficient.

Mayor Watts asked if any members of the public would like to speak for or against this proposal. Hearing none, Mayor Watts closed the public hearing at 6:12 pm.

**AUGUST 4, 2025, MB#33**  
**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE**  
**TOWN OF VALDESE, NORTH CAROLINA**

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

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

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

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

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

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

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

TAX ID #: 2742370517

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

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

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

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

**APPROVED PUBLIC HEARING – REZONING OF ROSTAN PROPERTY** At 6:12 pm, Mayor Watts opened the Public Hearing.

Ms. Adams presented a zoning request for a 1.61-acre property recently petitioned for annexation. The property is outside the town limits and not in the ETJ and currently has Burke County R-1 zoning. As part of the annexation process, the property must be assigned a town zoning designation.

The public hearing for this request was set at the July 28 meeting, with legal requirements met, including two newspaper ads, posting the property, and notifying adjoining property owners.

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The request is to rezone the property to Town of Valdese R-12 to match surrounding zoning. Staff recommended approval, finding it consistent with the land use plan. The Planning Board also unanimously recommended approval.

Mayor Watts asked if any members of the public would like to speak for or against this proposal. Hearing none, at 6:14 pm, Mayor Watts closed the public hearing.

Councilman Harvey made a motion to approve the rezoning request, seconded by Councilwoman Lowman.

Councilman Harvey commended Mr. Roston for annexing his property from Burke County into the Town of Valdese, noting he will now be paying town property taxes. He stated the purpose was to match the zoning classification of the adjoining property.

The vote was unanimous and the motion carried.

**VALDESE TOWN COUNCIL ZONING MAP AMENDMENT  
CONSISTENCY AND REASONABLENESS STATEMENT**

On August 4, 2025, the Valdese Town Council met to consider Rezoning Petition 02-2025, which was unanimously approved and recommended by the Valdese Planning Board. After considering the Plan (defined below), ordinances, maps, recommendations, 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").
2. Mark Rostan, post annexation and in process with, request to establish Town Zoning on the PIN 2742370517. "Property")
3. The primary use of the Property is residential which is allowed in the R-12 Residential District.
4. North Carolina General Statute 160D-605(a) provides, in pertinent part, as follows:

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

5. The request for amendment was duly considered at a meeting of the Town of Valdese Planning Board. The Planning Board found the request to amend the Town's Zoning Map around the Property from Burke County R-1 zoning district to the Town of Valdese R-12 zoning district to be *consistent* with the Plan.
6. The Planning Board, at their June 16, 2025, meeting, voted unanimously to recommend that the Town Council amend the Town's Zoning Map regarding the Property Burke County R-1 zoning district to the Town of Valdese R-12 zoning district.
7. The Valdese Town Council hereby finds Rezoning Petition 02-2025 regarding rezoning the Properties Burke County R-1 zoning district to the Town of Valdese R-12 zoning district to be *consistent* with the Plan.

**AUGUST 4, 2025, MB#33**

8. North Carolina General Statute 160D-605(b) provides, in pertinent part, as follows:

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

9. The Town Council finds that the zoning amendment is reasonable and in the public interest based on the following:

- a. The Property is adjacent to R-12 zoning and therefore is not to be construed as "spot" zoning.
- b. The Plan seeks to encourage residents in strategic locations within the Town as outlined on the Future Land Use Map.
- c. The purpose of the R-12 is to provide for agricultural uses as well as single-family development. The purpose of the R-12 District is to provide an adequate amount of land for agricultural uses and single-family residential development. Uses that would interfere with the quiet, less urban residential nature of single-family neighborhoods, such as multi-family and commercial uses, are not appropriate in this district.
- d. The surrounding zoning designations on 75% of the perimeter is R-12, with the other 25% still located in the County as R-1.
- e. To the extent the proposed zoning may detrimentally affect properties in the general vicinity of the Properties, both the former zoning designation and proposed zoning designation permit similar zoning uses.
- f. The extent to which the proposed amendment (zoning map) will cause public services to fall below acceptable levels, public services are in place and serve the parcels. These include public water, police and fire protection.

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

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

Read, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Harvey made a motion to adopt the consistency statement and reasonableness statement that was in the agenda packet, seconded by Councilwoman Zimmerman. The vote was unanimous and the motion carried.



AUGUST 4, 2025, MB#33

**APPROVED CALL FOR A PUBLIC HEARING TO MODIFY UNIFIED DEVELOPMENT ORDINANCE** Ms. Adams stated that this is to set a Public Hearing date of September 2, 2025. Ms. Adams explained the proposal to change the effective date of the UDO to January 1, 2026. The change is intended to allow time for the legislature to address outstanding issues related to downzoning. The six-month extension would make the new date the official start of the UDO.

Councilman Ogle made a motion to set the public hearing date and time at September 2, 2025, at 6:00 PM to discuss the modified unified development ordinance, seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

**APPROVED IRON MOUNTAIN CONTRACT & RESOLUTION OF TENTATIVE AWARD FOR THE VALDESE BLUFFS PROJECT** Mr. Herms reported the town was awarded an \$801,983 grant. Mr. Herms noted that this was supposed to be a much bigger project that we had to pause on. To avoid losing the funds, engineers worked with the lowest bidder, Iron Mountain Contractors, to develop a plan to install durable infrastructure now, avoiding items like electronics that could deteriorate without use. The revised project budget includes \$634,723 for construction, a \$7,000 contingency, and \$38,500 for construction administration. This work will position the town to resume the larger project in the future.

Councilman Harvey wondered if we should increase the contingency amount in case we go over. Mr. Herms said the engineering cost has already occurred so we have already paid out some of that grant funding. Mr. Herms said if we were doing the total project, we would have increased the contingency and we will work within the current budget.

## **RESOLUTION OF TENTATIVE AWARD**

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

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

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

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

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

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

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

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

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

SEAL

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Charlie Watts, Mayor

AUGUST 4, 2025, MB#33

**CERTIFICATION BY RECORDING OFFICER**

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

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Signature of Recording Officer

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Jessica Lail, Town Clerk

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Printed Name and Title

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Councilwoman Zimmerman made a motion to approve the Iron Mountain contract and resolution of tentative award for the Valdese Bluffs project, seconded by Councilwoman Lowman. The vote was unanimous and the motion carried.

**APPROVED DR REYNOLDS CONTRACT FOR PUBLIC SAFETY FACILITIES** Mr. Herms stated that the town has finalized a contract with the contractor for Phase One of the police and fire facilities study. This phase will review various options for each location, outlining pros and cons, and provide recommendations to the Council on how to proceed.

Council discussed the scope of Phase One for the police and fire facilities study. The original RFQ called for three options, but a fourth location was added after the contractor's walk-throughs:

1. Renovate the existing building at 215 East Main for police operations.
2. Construct a new fire station at 200 Massel Avenue.
3. Construct a combined police department and fire station with shared space at 200 Massel Avenue.
4. Renovate the old town hall portion of 121 Faet Street for police operations.

Councilman Harvey raised concerns about expanding beyond the original three options, noting the Council previously decided not to consider renovation of the 121 Faet Street facility. Councilman Harvey noted that he asked about adding expanding the current town hall to combine police and administrative functions but was told he couldn't but asked if we could.

Mr. Herms stated the contractor selected the four options based on experience from site visits and we could add additional locations for an extra fee (estimated \$12,000). Councilwoman Zimmerman noted that we have already talked about renovating Town Hall to accommodate the Police Department and decided not to do that.

Mr. Herms emphasized that work could begin immediately based on council direction and that the goal was to avoid delays. Council ultimately considered whether to approve the DR Reynolds contract as presented or amend the scope before work begins.

Councilwoman Zimmerman made a motion to approve the DR Reynolds contract for Public Safety Facilities as presented in the packet, seconded by Councilwoman Lowman. The vote was unanimous and the motion carried.

(A copy of the contract is available for review in the Clerk's office.)

**INFORMATION ITEMS FOR COUNCIL DISCUSSION:**

i. **FY 2025 PRELIMINARY FINAL RESULTS, AS OF JUNE 30, 2025** Mr. Herms reported that preliminary audit results indicate the town will add approximately \$500,000 to reserves this year, largely due to interest income. He cautioned that this is a one-time increase, as ongoing and upcoming projects will reduce available funds and thus future interest earnings.

Councilman Harvey noted that of the \$500,000 surplus, about \$115,000 comes from increased interest income, with the remainder from reduced expenses. He expressed concern that budget estimates can change significantly after approval, citing last year's larger surplus partly due to miscalculated property

AUGUST 4, 2025, MB#33

taxes and higher-than-expected interest. He emphasized the challenge for council members, many with public service backgrounds but limited budgeting experience, to manage revenue expectations. He also mentioned public pressure to raise taxes and suggested improving the accuracy of budget projections earlier in the process to reduce such issues.

ii. **STATUS OF MOBILE FOOD ORDINANCE** Mr. Herms said the current food ordinance is in draft form and may undergo several changes before final approval. It will be refined, sent to the Planning Board for review, and then proceed through the approval process before reaching the council.

iii. **RESIDENCY REQUIREMENT FOR VALDESE TOWN COUNCIL ADVISORY COMMITTEES** Councilman Harvey presented a suggested list of six committees, recommending removal of the ABC Store committee. He encouraged council members to provide feedback but received only one supportive response. With no objections, the ABC Store committee will be removed, and the suggested requirements will apply to the remaining five committees. Attorney Swanson will draft a resolution for each committee, excluding the ABC board for the next Council meeting.

#### **UPDATES ON AGREEMENTS AND PROJECTS APPROVED AT THE JUNE 2025 MEETING:**

i. **WPCOG PLANNING ASSISTANCE** Mr. Herms reported the planning contract has been executed and the town is working with the COG to provide a professional planner on-site Wednesdays. Due to staffing challenges, including recent absences, the COG has several planners on leave. To help bridge the gap, the town has hired an intern to work Tuesdays, Thursdays, and Fridays. The intern, currently working with the North Wilkesboro planning department, will handle general planning questions from the public. The long-term goal remains hiring a full-time planner, while managing current needs with available resources.

ii. **WPCOG STORMWATER PARTNERSHIP** Mr. Herms noted the town has partnered with the COG for years to manage the stormwater program, which serves 80-90% of local governments in the region. He explained the program is federally mandated and requires specialized engineers, making it uncommon for towns of this size or larger to manage stormwater independently.

iii. **FIRST TRYON FINANCIAL ADVISORS** Mr. Herms reported on working with First Tryon Financials, a reputable group that assists local governments with budgeting models. Initial meetings have been held, and their first detailed product review was positive. The system allows users to experiment with data while easily resetting changes. Mr. Herms expressed confidence that this tool will greatly aid the town and staff in forecasting future revenues.

iv. **APPLICATION FOR SUPPLEMENTAL HELENE FUNDING THROUGH DWI** Mr. Herms reported the town submitted the first round of grant applications for water infrastructure funding through the Division of Water Infrastructure by the August 1 deadline, focusing on the water plant, which sustained more hurricane damage and therefore scored higher in the grant's point system. The town plans to submit a second application for the sewer plant by the November deadline.

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

Capital Campaign Drive for Pool Cover Update - Mr. Herms updated that the town is developing a capital campaign for the pool cover project. They have reached out to several fundraising companies, with one, Kinetic, a nationwide firm with a regional presence, showing interest. Kinetic is preparing a proposal tailored to the town's goals and expects to achieve fundraising targets within six to twelve months if engaged.

Old Colony Players presents the Historic Outdoor Drama From This Day Forward, Fred B. Cranford Amphitheatre - Fridays & Saturdays 8:00 p.m. until August 9, 2025.

50th Annual Waldensian Festival and Footrace – August 8 & 9, 2025, see full event schedule at [visitvaldese.com](http://visitvaldese.com).

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

**AUGUST 4, 2025, MB#33**

Next Agenda Review Council meeting is scheduled for Monday, August 25, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

Next Regular Council meeting scheduled for Tuesday, September 2, 2025, 6:00 p.m., Council Chambers, Valdese Town Hall

**MAYOR AND COUNCIL COMMENTS:** Councilwoman Lowman encouraged everyone to attend the 57th season production of *From This Day Forward*, which she saw two weeks ago and described as outstanding. She urged support for the Old Colony Players.

At 6:51 pm, Councilwoman Lowman made a motion to go into **Closed Session Pursuant to NC General Statute 143-318.11(a)(6)** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee, seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

At 7:02 pm, Councilman Harvey made a motion to go out of Closed Session, seconded by Councilwoman Zimmerman. The vote was unanimous and the motion carried.

**APPROVED TOWN ATTORNEY NEW RATE:** Councilman Harvey made a motion to accept the new rate for the Town Attorney, seconded by Councilwoman Ward. The vote was unanimous and the motion carried.

**ADJOURNMENT:** At 7:03 p.m., there being no further business to come before Council, Councilwoman Zimmerman made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous and motion carried.

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Town Clerk

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Mayor

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# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☒ Contract ☐ Discussion ☐ Information Only

To: Town Council

From: Morrissa Anqi - Department of Community Affairs

Subject: Lease Agreements

Meeting: September 2, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Lease Agreements for Town Council Consideration

### BACKGROUND INFORMATION:

#### 1. Lease Agreement: Tranquility Day Spa DBA Shifrah Aesthetics & Wellness Spa

Tranquility Day Spa has occupied Ste. 35 at the Old Rock School since 2021. The business is current on all lease payments and properly maintains the space they occupy.

Business Information: Tammy Benfield, Licensed Esthetician

I am a graduate of MTCC Esthetics program in Marion, North Carolina, where I received extensive training in the skin and esthetics industry. I worked in the medical industry for 15 years as a Registered Nurse, part of that time, working one on one with a Plastic Surgeon. I am trained and certified in microdermabrasion, chemical peels, waxing, lash lifting, lash and brow tinting, galvanics, Tesla High Frequency, reflexology, as well as other advanced treatments.

#### 2. Lease Agreement: Piedmont & Western Railroad Museum/Club

PWRR has occupied the lower level on the west side of the Old Rock School since the late 1980's. They provide a tourism attraction that draws visitors of all ages from across the region. The club is current on all lease payments and maintain the facility properly.

About the Museum/Club: Founded in July of 1988, the Piedmont & Western Model Railroad Club has combined the talents and passions of local railroad enthusiasts to create a fictitious rail line serving Western North Carolina. The HO scale railroad runs from Marion, NC to Leadvale, TN, carrying loads across the scenic Blue Ridge Mountains. Total trackage covers over 1,000 feet.

### BUDGET IMPACT:

\$4,416 Annual Revenue from Tranquility Day Spa DBA Shifrah Aesthetics & Wellness Spa

\$2,760 Annual Revenue from Piedmont & Western Railroad Museum

### RECOMMENDATION / OPTIONS:

Staff recommends renewing both lease agreements.

### LIST OF ATTACHMENTS:

1. Lease Agreement Tranquility Day Spa DBA Shifrah Aesthetics & Wellness Spa
2. Lease Agreement Piedmont & Western Railroad Club



# 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 Tranquility Day Spa dba Shifrah Aesthetics & Wellness Spa., a North Carolina corporation, having a mailing address of 113 Ervin Avenue NE, 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 35 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 1st day November of 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 mental health, intellectual and/or developmental disabilities 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:	Tranquility Day Spa, DBA Shifrah Aesthetics & Wellness Spa 113 Ervin Avenue NE Valdese, NC 28690 Attn: Tammy Benfield

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

TRANQUILITY DAY SPA DBA SHIFRAH  
AESTHETICS & WELLNESS SPA.,  
A North Carolina corporation

---

By:

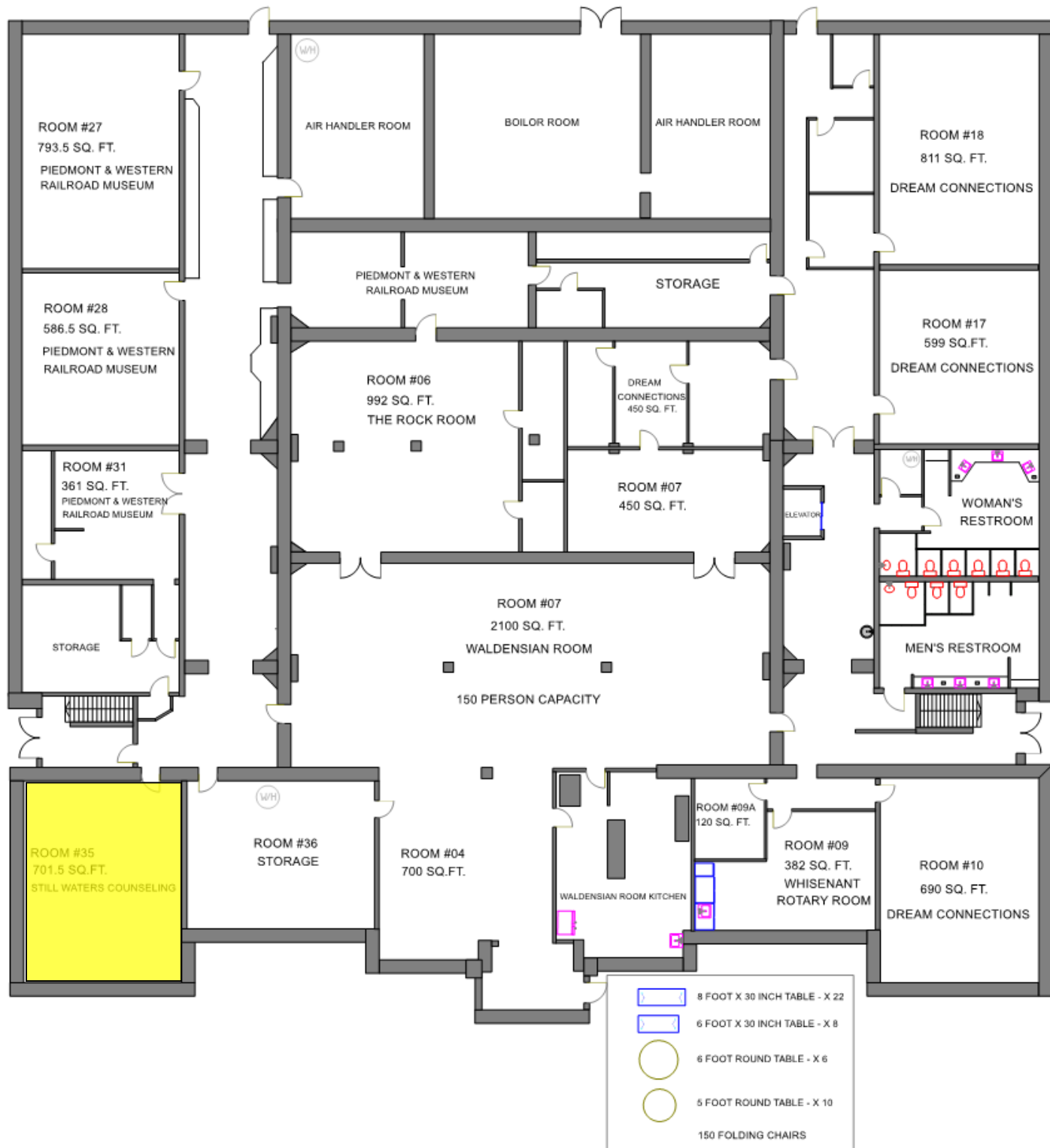
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By:

Its:

Its:

## Exhibit A





**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 Piedmont & Western Railroad Club., a North Carolina non-profit corporation, having a mailing address of P.O. Box 513, 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 Suites 23, 26, 27, 28, 30 and workshop 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 October 2025 and shall end at midnight on the 30<sup>th</sup> day of September 2026 ("Term"), unless sooner terminated as herein provided.

**1.03 RENT.** Rent for the Term shall be \$2,760.00, payable in equal monthly installments of \$230.00 ("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 \$230.00, 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 mental health, intellectual and/or developmental disabilities 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:	Piedmont & Western Railroad Club, Inc. P.O. Box 513 Valdese, NC 28690-0513 Attn: Tim Skidmore

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

PIEDMONT and WESTERN RAILROAD  
CLUB, Inc.  
A North Carolina non-profit corporation

---

By:

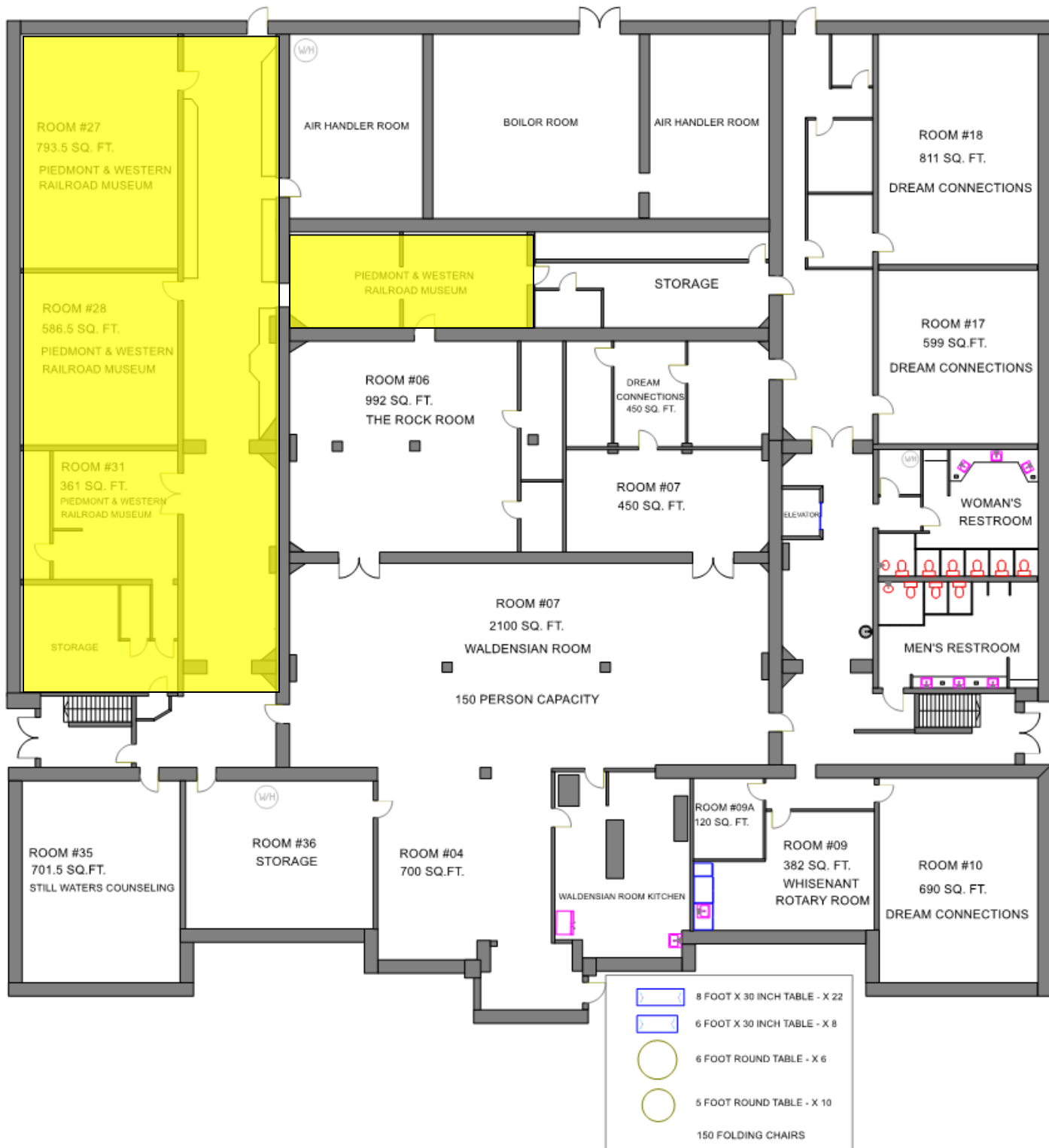
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By:

Its:

Its:

## Exhibit A



# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Town Council

From: Morrissa Anqi - Department of Community Affairs

Subject: Ordinance Declaring Road Closure for Town of Valdese Special Event - DHS Homecoming Parade

Meeting: September 2, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Ordinance Declaring Road Closure for TOV Special Event - Draughn High School Homecoming Parade

### BACKGROUND INFORMATION:

The agenda packet includes a request for the temporary closure of a portion of US 70/Main Street in Valdese to accommodate the Draughn High School Parade. The requested closure is scheduled for Tuesday, October 7, 2025, from 5:30 p.m. to 7:00 p.m. The parade is set to begin at 6:30 p.m.

### BUDGET IMPACT:

N/A

### RECOMMENDATION / OPTIONS:

Staff recommends approving the Road Closure Ordinance.

### LIST OF ATTACHMENTS:

Ordinance  
Parade Detour Signage and Road Closure Notice



# TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

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VALDESE, NORTH CAROLINA 28690-0339

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## **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.

---

CHARLES WATTS, MAYOR

---

Town Clerk

## **Parade Detour Signage and Road Closure Notice**

Main St. (US 70) will be closed from Hoyle St to Eldred St. The Detour route will use Hoyle St, Pineburr Av, and Eldred St. Detour signage will be placed as follows.

### **Eastbound Detour**

1. Main St and Sterling St (eastbound) – Road Closed Ahead
2. Main St and West End St (eastbound) – Detour Ahead
3. Main St and Hoyle St (eastbound) – Detour Right
4. Hoyle St and Pineburr Ave – Detour Left
5. Pineburr Ave and Orchard St – Detour Left
6. Eldred St and Pineburr – Detour Left
7. Main St and Eldred – Detour Right

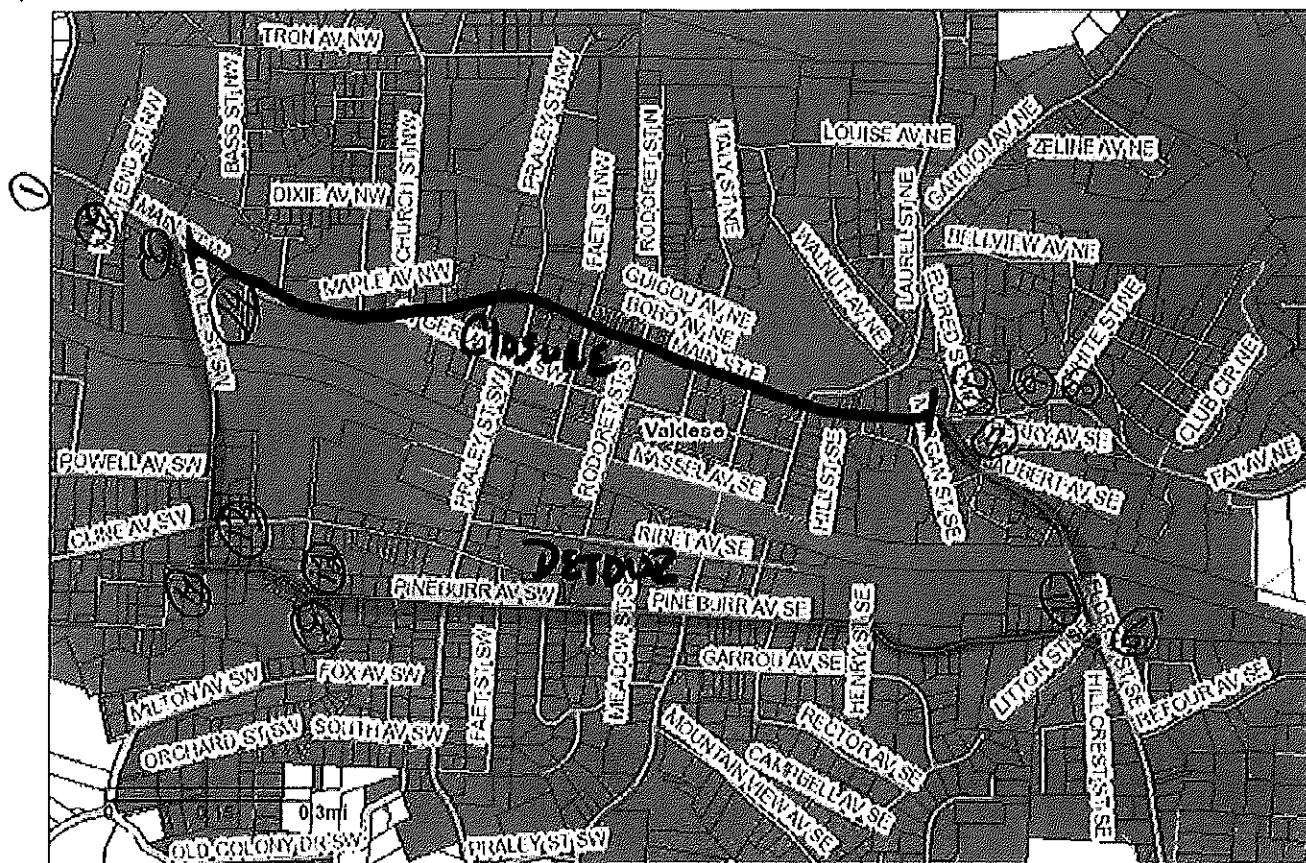
### **Westbound Detour**

8. Main St 1000 feet prior to Eldred St (Westbound)-Road Closed Ahead
9. Main St. 500 feet prior to Eldred St (Westbound)-Detour Ahead
10. Main St and Eldred St (Westbound) – Detour Right
11. Eldred St and Pineburr – Detour Right
12. Pineburr Ave and Orchard St – Detour Right
13. Hoyle St and Pineburr Ave-Detour Right
14. Main St and Hoyle St – Detour Left

\*\*\*\*\* During closure period intersections will be manned with either REACT personnel or Valdese Police Officer\*\*\*\*\*

**Note: Sign locations are indicated by number on the map.**





**Burke County, NC**

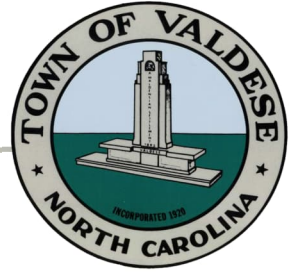
**Disclaimer:** The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction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

<http://www.webgls.net> Anderson & Associates, Inc. <http://www.andassoc.com>

```
init: start
init: done
```

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Valdese Bluffs Sewer project budget

Meeting: September 2, 2025

Presenter: Consent Agenda

### ITEM OF INTEREST:

Amendment to the Bluffs Sewer project

### BACKGROUND INFORMATION:

This amendment adjusts the project budget to match the awarded allocation in accordance with modifications to the scope of work.

The ARP grant funding of \$801,983 can now be implemented and spent before the December 2026 deadline.

### BUDGET IMPACT:

Adjusts the project budget to use grant funding/

### RECOMMENDATION / OPTIONS:

Approve project budget amendment.

### LIST OF ATTACHMENTS:

Budget amendment #1-52

## 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:

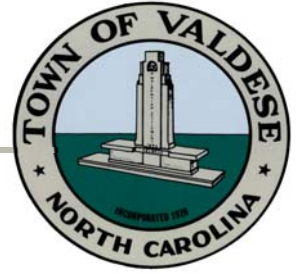
Account	Description	Increase/ Debit	Decrease/ Credit
51.8110.100	Planning		4,615
51.8110.800	Water Construction		62,188
52.8110.800	Sewer Construction	14,488	
52.8110.300	Bidding	12,214	
52.8110.900	Contingency	15,201	
52.8110.400	Construction Admin	38,500	
Total		\$80,403	\$66,803

## 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.

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Daniel Odom, WPCOG

Subject: Unified Development Ordinance Amendment - Section 1.2

Meeting: September 2, 2025

Presenter: Daniel Odom

### ITEM OF INTEREST:

Proposed text amendment to modify the Unified Development Ordinance Section 1.2 Applicability, Subsection 1.2.1, Effective Date.

### BACKGROUND INFORMATION:

The Town of Valdese adopted its new Unified Development Ordinance (UDO) with a transitional provision allowing applicants to choose between the old zoning ordinance and the new UDO. This approach was taken in anticipation that the General Assembly would amend the state's down-zoning statute, thereby validating the July 1, 2025, effective date included in the ordinance. However, because legislative action on the down-zoning statute has been delayed, the effective date now needs to be extended by six months, to January 1, 2026, with the expectation that the issue will be addressed during the General Assembly's fall session.

The request for public hearing was printed in the newspaper two consecutive times August 16, 2025 and August 23, 2025.

### BUDGET IMPACT:

N/A

### RECOMMENDATION / OPTIONS:

Staff recommends holding a public hearing for the approval of the Proposed Text Amendment as presented.

### LIST OF ATTACHMENTS:

An Ordinance Amending the Town of Valdese Unified Development Ordinance  
Consistency Statement

**TO:** Valdese Town Council  
**FROM:** Daniel Odom, WPCOG  
**DATE:** September 2, 2025  
**SUBJECT:** UDO Text Amendment

**ATTACHMENTS:** Proposed Amendment to Section 1.2 “Applicability” and Valdese Planning Board Zoning Map Amendment Consistency Statement

**REQUESTED ACTION:** Text Amendment to modify Section 1.2 “Applicability”

**BACKGROUND:**

The Town of Valdese adopted the new Unified Development Ordinance (UDO) with the stipulation that applicants could choose to use the old zoning ordinance or the new UDO with the hopes that the General Assembly would modify the down zoning provision making the July 1, 2025, date listed in the text legal. Due to the delay in changing the down-zoning statute the date needs to be extended for six months, January 1, 2026, in the hope that SB 382, which proposes action upon the down-zoning statute, will be addressed in the Fall at the state legislature.

**REVIEW CRITERIA:**

1. Planning Board Recommendation: Planning Board reviewed the Proposed Amendment to the Unified Development Ordinance. During the July 21, 2025 Planning Board Meeting, the board reviewed and unanimously recommended the Proposed Amendment to section 1.2 “Applicability” for approval by Council.
2. Consistency with The Valdese Vision: A Land Use Plan: The Planning Board found the Proposed Amendment to section 1.2 “Applicability” to be consistent with the Valdese Vision, adopted by the Valdese Town Council, in that, among other things, it aims to bring the UDO into compliance with current state statutes pending a final decision on SB 382.

**RECOMMENDED ACTION:**

Staff find the Proposed Amendment to Section 1.2 “Applicability” of the Unified Development Ordinance **consistent** with the Valdese Vision: A Land Use Action Plan for the Future, and recommends approval with the following consistency statement:

**Consistency Statement:**

The Town of Valdese Council recommends approval of the Proposed Amendment to Section 1.2 “Applicability” of the Town of Valdese Unified Development Ordinance (UDO) under the following consistencies:

1. Brings the Town’s Ordinances into compliance with current state statutes.

## **CITIZEN INPUT**

**A Notice of Public Hearing appeared in the newspaper of general circulation (The Paper) providing statutorily compliant notice of said Public Hearing on September 2, 2025. These notices were published on 08/16/2025 and 08/23/2025.**

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# CHAPTER 1: GENERAL PROVISIONS

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## 1.1 TITLE, AUTHORITY, AND PURPOSE

### 1.1.1 TITLE

This ordinance shall be known as the “Unified Development Ordinance” or “UDO,” and includes the “Watershed Chapter,” the “Flood Damage Prevention Chapter,” and “Subdivision Regulations,” among others. The map identified by the title “Official Zoning Map, Valdese, NC,” may be known as the “Zoning Map” or “Watershed Map.”

### 1.1.2 AUTHORITY

The Valdese Town Council enacts this Unified Development Ordinance under the authority granted by Chapter 160D and Chapter 160A, Article 8 of the North Carolina General Statutes, as well as any applicable or related local act or ordinance. .

### 1.1.3 PURPOSE

As authorized in Chapter 160D of the North Carolina General Statutes, this UDO regulates the uses of buildings, structures, and land for trade, industry, commerce, residence, recreation, public activities, or other purposes; the size of yards, and other open spaces; the location, height, bulk, number of stories, and size of buildings and other structures; the density and distribution of the population; creating districts for said purposes and establishing the boundaries thereof; the subdivision of land; defining certain terms used herein; providing penalties for violations; providing for a Board of Adjustment and Planning Board and defining the duties and powers of said Boards; repealing conflicting Chapters, and for other purposes.

## 1.2 APPLICABILITY

### 1.2.1 EFFECTIVE DATE

- A. This UDO shall apply to all existing and new land and development in the town of Valdese beginning on ~~July 1, 2025~~ [January 1, 2026].
- B. Between February 3rd, 2025 and ~~July 1, 2025~~ [January 1, 2026], this UDO shall be available as an alternative set of Town land use requirements for all new development proposed, including any additions or enlargements to existing development and any changes of use on any properties.



1. Any applications for new development that are submitted after February 3rd, 2025 and before ~~July 1, 2025~~ [January 1, 2026] may choose to be reviewed under either the existing development standards or the new UDO standards.
2. No development application will be accepted for review during this time period until a letter has been provided that is signed by all property owners and notarized by a licensed Notary Public for all property proposed for inclusion in the new development.
  - a. The letter shall state which set of development standards the applicant has chosen to have their project reviewed under -- the existing standards or the new UDO standards -- and that they authorize this review using the applicable procedures specified by the Town in its ordinances.

### 1.2.2 JURISDICTIONS

Planning and development provisions of Chapter 160D shall apply to all property within the corporate limits of the Town of Valdese, and within any extraterritorial jurisdiction that may be established for the Town.

### 1.2.3 DEVELOPMENT APPROVALS RUN WITH LAND

Unless provided otherwise by law, all rights, privileges, benefits, burdens, and obligations created by development approvals made under this UDO attach to and run with the land.

### 1.2.4 ZONING MAP

The Official Zoning Map shall be identified by the signature of the Mayor attested by the Town of Valdese Clerk, and bearing the seal of the Town of Valdese. Said Map shall be retained in the office of the Planning Department of the Town of Valdese.

## 1.3 LEGAL STATUS

### 1.3.1 CONFLICT WITH OTHER REGULATIONS

Unless otherwise prohibited by N.C.G.S. 160A-174(b), when regulations in this UDO require a greater width or size of yards or courts, or require a lower height of a building or fewer number of stories, or require a greater percentage of a lot to be left unoccupied, or impose other higher standards than are required in any other statute or local ordinance or regulation, the regulations made under authority of Chapter 160D of the North Carolina General Statutes shall govern. Unless otherwise prohibited by G.S. 160A-174(b), when the provisions of any other





# TOWN OF VALDESE

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## VALDESE PLANNING BOARD ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On July 21, 2025, the Valdeese Planning Board met to consider A Proposed Text Amendment to the Unified Development Ordinance. Upon consideration, the Valdeese Planning Board found:

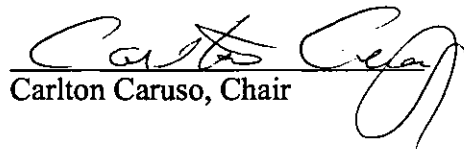
1. In 2014, the Town of Valdeese adopted a comprehensive land use plan entitled "The Valdeese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan"). The Plan identifies the type of community that Valdeese wants to become in the future and the strategies that the Town will use to guide development and land use activities.
2. In 2025, the Town of Valdeese adopted a Unified Development Ordinance (hereinafter the "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. 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.

4. The Proposed Text Amendment to Section 1.2 "Applicability" of the UDO is consistent with and supports the Valdeese Vision: A Land Use Action Plan priorities, and is reasonable in the public interest including, but not limited to, the following:
  - a. Brings the Town's Ordinances into compliance with current state statutes;
  - b. The UDO is consistent with the current land use plan: Valdeese Vision Land Use Action Plan

5. The Planning Board, at their July 21, 2025, meeting, voted 5 to zero to recommend that the Town Council amend the UDO to delay the effective date to January 1, 2026.
6. No aspects of the are proposed Text Amendment are inconsistent with The Valdese Vision: A Land Use Action Plan

Based upon these findings, the Valdese Planning Board recommends approval of Proposed Text Amendment to Section 1.2 "Applicability" as consistent with the Valdese Vision Plan and in the best interest of the Town to ensure legal requirements are met.

 Date 8/21/2025  
Carlton Caruso, Chair

**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.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)

## **EXHIBIT 1: “Town of Valdese UDO Amendment: Section 1.2 Applicability”**

To amend the UDO as illustrated below by red-line strikethrough:

### **1.2 APPLICABILITY**

#### **1.2.1 Effective Date**

- A. This UDO shall apply to all existing and new land and development in the town of Valdese beginning on ~~July 1, 2025~~ [January 1, 2026].
- B. Between February 3rd, 2025 and ~~July 1, 2025~~ [January 1, 2026], this UDO shall be available as an alternative set of Town land use requirements for all new development proposed, including any additions or enlargements to existing development and any changes of use on any properties.
  1. Any applications for new development that are submitted after February 3rd, 2025, and before ~~July 1, 2025~~ [January 1, 2026] may choose to be reviewed under either the existing development standards or the new UDO standards.
  2. No development application will be accepted for review during this time period until a letter has been provided that is signed by all property owners and notarized by a licensed Notary Public for all property proposed for inclusion in the new development.
    - a. The letter shall state which set of development standards the applicant has chosen to have their project reviewed under -- the existing standards or the new UDO standards -- and that they authorize this review using the applicable procedures specified by the Town in its ordinances.



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## VALDEESE TOWN COUNCIL UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT CONSISTENCY STATEMENT

On September 2nd, 2025, the Valdeese 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 Valdeese Planning Board. Upon consideration of the Comprehensive Plan (defined below), ordinances, and other materials presented, the Valdeese Town Council makes the following findings and conclusions:

1. In 2014, the Town of Valdeese adopted a comprehensive land use plan entitled "The Valdeese Vision: A Land Use Action Plan for the Future" (hereinafter the "Plan"). The Plan identifies the type of community that Valdeese wants to become in the future and the strategies that the Town will use to guide development and land use activities.
2. In 2025, the Town of Valdeese 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.
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.”

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

ATTEST:

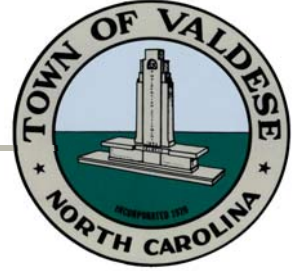
\_\_\_\_\_  
JESSICA LAIL, Town Clerk

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CHARLES WATTS, Mayor

(Seal)

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☐ Discussion ☒ Information Only

To: Valdese Town Council

From: Western Piedmont Council of Governments

Subject: Berrytown Waterline Project - Public Hearing

Meeting: September 2, 2025

Presenter: Kvle Case

### ITEM OF INTEREST:

Berrytown Waterline Project CDBG-NR Funding

### 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:

Call for Public Hearing at Town Council meeting on October 6, 2025.

### LIST OF ATTACHMENTS:

N/A



# Town of Valdese

## AGENDA MEMO



☐ Resolution ☒ Ordinance ☐ Contract ☐ Discussion ☐ Information Only

To: Valdese Town Council

From: Bo Weichel, Assistant Town Manager / CFO

Subject: Public Safety Building project budget

Meeting: September 2, 2025

Presenter: Bo Weichel

### ITEM OF INTEREST:

Amendment to the Public Safety Building project

### BACKGROUND INFORMATION:

This amendment adjusts the project budget to correspond with the first phase of work being done through D.R. Reynolds.

The current cash balance in this project fund is \$817,060.

This amendment is for budgeting purposes and does not use any funds from the General Fund, rather it pulls from the cash balance of the project fund.

### BUDGET IMPACT:

None

### RECOMMENDATION / OPTIONS:

Approve project budget amendment.

### LIST OF ATTACHMENTS:

Budget amendment #13-35

## 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:

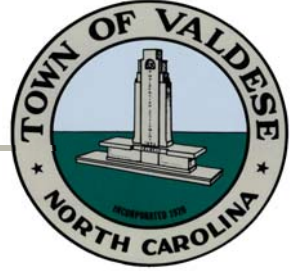
Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	38,000.00	
35.5300.040	A&E		11,956.62
Total		\$38,000	\$11,957

## 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.

# Town of Valdese

## AGENDA MEMO



☐ Resolution ☐ Ordinance ☐ Contract ☒ Discussion ☐ Information Only

To: Town Council

From: Town Attorney

Subject: Residency Qualification for Committee Members

Meeting: September 1, 2025

Presenter: Town Attorney

### ITEM OF INTEREST:

### BACKGROUND INFORMATION:

Town Council has expressed interest in adding a residency qualification for members who serve on committees and boards created by Town Council, with limited exceptions.

Proposed motion:

Effective immediately, all newly appointed members who 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, however, committees or boards formed by ordinance and ex-officio member positions held by the Town Manager or any other Town employee.

### BUDGET IMPACT:

None.

### RECOMMENDATION / OPTIONS:

See proposed motion above.

### LIST OF ATTACHMENTS:

None.

**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.
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.**

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Charles Watts, Mayor

ATTEST:

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Jessica Lail, Town Clerk