

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
DECEMBER 6, 2021**

The Town of Valdese Town Council met on Monday, December 6, 2021, 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 John F. "Chip" Black, Jr., Councilwoman Susan Stevenson, Councilwoman Frances Hildebran, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Keith Ogle

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

**OBSERVATIONS – JIM JACUMIN, NO ADDRESS NOTED:** Mr. Jacumin thanked the people of this Town and those who have served the Town. Mr. Jacumin shared several observations that he has made. Mr. Jacumin shared that the citizens would like the Town to celebrate Independence Day on the 4<sup>th</sup> of July, send the Council agendas out earlier, and allow citizens to give their input. Mr. Jacumin also shared that our citizens don't want a tax increase. Mr. Jacumin believes we need to do something to have more vibrant and healthy downtown business district. Mr. Jacumin suggested that the Council visit Hendersonville, who has a vibrant and healthy downtown business district.

**APPRECIATION TO TOWN – CARLA BERRY, 204 COLOMBO ST. NW, VALDESE:** Ms. Berry shared that she would love to see citizens come to the Council meeting to learn more about the Town. Ms. Berry thanked the Council for all they have done and is grateful to call Valdese her home.

**INTRODUCTION OF NEW ATTORNEY TIM SWANSON:** Mayor Black welcomed and introduced the Town Council's new attorney Tim Swanson, Partner with Young, Morphis, Bach & Taylor, LLP.

**MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR RETIREE PARKS & RECREATION DIRECTOR DOUG KNIGHT:**

**WHEREAS**, Doug Knight, for the past 18 years, has served the Town of Valdese with distinction as a public servant with the Parks & Recreation Department; and

**WHEREAS**, these 18 years of service have been marked with outstanding dedication and devotion to the Town of Valdese as he has worked as an Athletic Supervisor, Assistant Parks & Recreation Director, and the last ten years as Parks & Recreation Director; and

**WHEREAS**, Doug Knight has served the Parks & Recreation Department by increasing recreation offerings for seniors in the community, offering youth parks to play in, a Splash Pad to cool off in, and recreations to enhance their skills and abilities; and

**WHEREAS**, Doug Knight has enthusiastically worked closely with the Friends of the Valdese Recreation group to assist in fundraising and writing grants for the Valdese Lakeside Park; and,

**WHEREAS**, Doug Knight has expanded the Fitness Center and worked to upgrade facilities to increase efficiency and infrastructure longevity in the Parks and Recreation Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Doug Knight for his guidance, leadership, and outstanding contributions to the Parks & Recreation Department staff and citizens of Valdese for the past 18 years with the Parks & Recreation Department, and we extend congratulations and best wishes upon his retirement.

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**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town of Valdese to be affixed, this the 6<sup>th</sup> day of December 2021.

/s/ John F. Black, Jr., Mayor

**MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR COUNCILMAN ROY SWEETZ:**

**WHEREAS**, Roy F. Sweetz began his service as Councilman for Ward 3 on March 2<sup>nd</sup>, 2015; and

**WHEREAS**, Roy F. Sweetz, for the past 6 1/2 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

**WHEREAS**, these 6 1/2 years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its cultural and aesthetic development; and

**WHEREAS**, Roy F. Sweetz served on numerous boards and commissions, including the Planning Board as Chairman, WPCOG Policy Board Alternate, Agape Board of Directors, and Library Board; and

**WHEREAS**, Roy F. Sweetz has faithfully served as the Town Council's Treasurer for several years, overseeing the Town's finances and reviewing weekly expenditures; and

**WHEREAS**, Roy F. Sweetz during his tenure has been involved in the development of the Valdese Family Splash Park and Valdese Lakeside Park where not only did he support staff and Friends of the Valdese Recreation, he physically worked to clean up trash, clear trails, and many other hands-on tasks ; and

**WHEREAS**, Roy F. Sweetz has served the citizens of Valdese with respect, dignity and integrity and is considered a true and loyal friend of Valdese.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Roy F. Sweetz** for his outstanding contributions to the Council, Staff and Citizens of Valdese.

**BE IT FURTHER RESOLVED**, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Roy F. Sweetz for his leadership and guidance to the Town of Valdese during the past 6 1/2 years as its Ward 3 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 6<sup>th</sup> day of December, 2021.

/s/ John F. Black, Jr., Mayor

**MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR COUNCILWOMAN SUSAN STEVENSON:**

**WHEREAS**, Susan T. Stevenson began her service as Councilwoman for Ward 2 on January 10<sup>th</sup>, 2000; and

**WHEREAS**, Susan T. Stevenson for the past 21 years has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

**WHEREAS**, these 11 years of service have been marked by exemplary dedication to the best interests of the community as she has worked constantly for the betterment of its cultural and aesthetic development; and

**WHEREAS**, Susan T. Stevenson served on numerous boards and commissions, including the WPCOG Metropolitan Planning Organization, Railroad Committee, and Old Colony Players Exploratory Committee; and

**WHEREAS**, Susan T. Stevenson served with commitment as Mayor Pro Tem and Assistant Treasurer to the Town Council for many years; and

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**WHEREAS**, Susan T. Stevenson was a part of the development and planning of the New Town Hall building, Valdese Family Splash Park, and the Valdese Lakeside Park; and

**WHEREAS**, Susan T. Stevenson has earned the admiration and high regard of those with whom she has encountered and she also earned the affection of her fellow public servants.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Susan T. Stevenson** for her outstanding contributions to the Council, Staff and Citizens of Valdese.

**BE IT FURTHER RESOLVED**, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Susan T. Stevenson for her leadership and guidance to the Town of Valdese during the past 21 years as its Ward 2 Councilmember and extends congratulations and best wishes as she begins a new chapter in her life.

Adopted this 6<sup>th</sup> day of December, 2021.

/s/ John F. Black, Jr., Mayor

**COUNCILWOMAN SUSAN STEVENSON PRESENTED MAYOR BLACK WITH THE ORDER OF THE LONG LEAF PINE AWARD FROM NORTH CAROLINA GOVERNOR ROY COOPER:**

# State of North Carolina



*Roy Cooper*  
Governor

*Reposing special confidence in the integrity, learning and zeal of*

**John F. "Chip" Black, Jr.**

*I do by these presents confer*

**The Order of the Long Leaf Pine**

*with the rank of Ambassador Extraordinary privileged to enjoy fully all rights granted to members of this exalted order, among which is the special privilege to propose the following North Carolina Toast in select company anywhere in the free world:*

*Here's to the land of the long leaf pine,*

*The summer land where the sun doth shine,*

*Where the weak grow strong and the strong grow great,*

*Here's to "down home," the Old North State!*

*Roy Cooper*  
Governor



December 6, 2021

Date

**December 6, 2021, MB#31**

**OATHS OF OFFICE:** Burke County Clerk of Superior Court Mabel H. Lowman administered Oaths of Office to Councilman Andy Thompson Ward 1, Councilman Paul Mears Ward 2, Councilwoman Rexanna Lowman Ward 3, and Mayor Charlie Watts.

**WELCOME BY NEWLY ELECTED MAYOR WATTS:** Mayor Watts addressed the outgoing Council, “On behalf of the Town of Valdese and our citizens, I extend a heartfelt thank you to our outgoing Council and Mayor. Through the years, I have witnessed your selfless dedication to serving Valdese and her citizens. Your desire to do what was best for Valdese never wavered. You will surely be missed. Thank you.”

Mayor Watts addressed the newly seated Council, “Congratulations! I applaud you for your willingness and desire to serve our wonderful Town and its citizens. Thank you! I look forward to serving beside you. We will accomplish great things together. I want to thank our families; because without their support and love, we would never be successful in life. Family is our foundation.”

Mayor Watts addressed our citizens, “Thank you for attending tonight’s Town of Valdese Council meeting. It’s encouraging to see our citizens showing an interest in our Town and wanting to learn the true facts of how their Town government works for them. Thank you for being here.”

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

**APPROVED REGULAR MEETING MINUTES OF NOVEMBER 1, 2021**

**APPROVED RESOLUTION ADOPTING 2022 TOWN COUNCIL MEETING SCHEDULE:**

**TOWN OF VALDESE**

**RESOLUTION ADOPTING 2022 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, pursuant to Section 2-1011 of the Town of Valdese Code of Ordinances, there shall be a regular meeting of the council at the town hall, on the first Monday in each month, at 6:00 p.m., unless another place, date or time shall be designated.

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council adopts the following Meeting Schedule for 2022:

<b>January 3, 2022</b>	
<b>January 13, 2022</b>	Employee Insurance Workshop Town Hall – Community Room, 10:00 a.m.
<b>February 7, 2022</b>	
<b>February 15, 2022</b>	Public Safety Building Workshop – Old Rock School Auditorium, 6:00 p.m.
<b>March 7, 2022</b>	
<b>March 23, 2022</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 1: 9:00 a.m.
<b>March 24, 2022</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 2: 9:00 a.m.
<b>April 4, 2022</b>	
<b>April 14, 2022</b>	Council Budget Workshop 1 Dinner Old Rock School – Waldensian Room, 6:00 p.m.
<b>April 25, 2022</b>	Council Budget Workshop 2 (If needed) Old Rock School – Waldensian Room, 6:00 p.m.
<b>May 2, 2022</b>	
<b>June 6, 2022</b>	Budget Public Hearing
<b>July 11, 2022</b>	
<b>August 1, 2022</b>	
<b>September 6, 2022</b>	Tuesday, due to Labor Day Holiday

October 3, 2022	
November 7, 2022	
November 15, 2022	Tuesday, Annual Dinner Meeting with Valdese Merchants Association
December 5, 2022	

This 6<sup>th</sup> day of December, 2021.

/s/ Leonard "Charlie" Watts, Mayor

ATTEST: /s/ Town Clerk

**APPROVED APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS:**

**2022 Board and Commission Appointments/Reappointments**

**Parks and Recreation Commission (3-year terms)**

Reappointment of Nancy Tucker

Appointment of Scott Compton – See Bio attached

**Planning Board & Board of Adjustment (4-year terms)**

Reappointment of Roy Sweezy

Reappointment of Paul Mears

Reappointment of Libby Braswell

**Public Art Commission (3-year terms)**

Reappointment Greg Mastin

**APPROVED CASH SECURITY REQUEST FOR EDELWEISS SUBDIVISION:** Cold Creek Investments, LLC, requested cash security in the amount of \$53,400.00 for contract work to be completed for the Edelweiss Subdivision. The Performance Agreement that was approved at the August 2020 Council meeting allowed the developer to seek a return of the cash security deposited with the Town.

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**COUNCIL ORGANIZATIONAL MEETING:** Mayor Watts asked for a motion to appoint a Mayor Pro Tem, Treasurer, and Alternate Treasurer.

Councilwoman Lowman made a motion to appoint Councilwoman Hildebran as Mayor Pro Tem, seconded by Councilman Thompson. The vote was unanimous.

Councilwoman Hildebran made a motion to appoint Councilwoman Lowman as Treasurer and Councilman Mears as Alternate Treasurer, seconded by Councilman Thompson. The vote was unanimous.

Mayor Watts presented the proposed Council appointments to various Boards and Commissions:

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2022 Board and Commission Council Appointments

**Mayor Charlie Watts:**

WPCOG Policy Board Delegate  
BDI Board  
Street Paving Committee

**Ward 1 Councilman Andy Thompson:**

Public Are Commission  
Street Paving Committee

**Ward 2 Councilman Paul Mears:**

Planning Board  
Main Street Committee

**Ward 3 Councilwoman Rexanna Lowman:**

WPCOG Policy Board Alternate  
WPCOG Metropolitan Planning Organization

**Ward 4 Councilwoman Frances Hildebran:**

Citizens for Affordable Housing  
Street Paving Committee  
Library Board

**Ward 5 Councilman Keith Ogle:**

Parks & Recreation Commission  
VEDIC Board

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VALDESE TOWN COUNCIL ORGANIZATIONAL PLAN

Mayor Leonard “Charlie” Watts  
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired Fire Chief  
NC Fire Chiefs Association Lifetime Member  
LPDA Member  
WPCOG Policy Board Delegate  
BDI Board  
Street Paving Committee

Ward 1 Andy Thompson  
Appointed by Council 10/01/2018  
Reelected 11/05/19: Term 12/02/19 – 12/06/21  
Reelected 11/02/21: Term 12/06/21 – 12/04/25

Heritage Funeral Home Owner  
Public Art Commission  
Street Paving Committee

Ward 2 Paul Mears  
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Nationwide Insurance  
Valdese Rotary Club President  
Planning Board Member  
Main Street Committee  
Alternate Treasurer

Ward 3 Rexanna Lowman  
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired BC Public Schools-Director of Secondary Edu  
ASU Supervisor of Students Teachers  
Alpha Nu Chapter of Delta Kappa Gamma  
Burke Women’s Fund  
WPCOG Policy Board Alternate  
WPCOG Metropolitan Planning Organization  
Treasurer

Ward 4 Frances M. Hildebran  
Elected 11/08/11: Term 12/05/11 – 12/07/15  
Reelected 11/03/15: Term 12/07/15 – 12/02/19  
Reelected 11/05/19: Term 12/02/19 – 12/04/23

Blue Ridge HealthCare, Executive Assistant  
Former Town Clerk  
Retired Local Government  
Citizens for Affordable Housing  
Street Paving Committee  
BC Library Board Member Dec. 2011 - Dec. 2019 –  
Reappointed 12/06/2021  
Mayor Pro Tem

Ward 5 B. Keith Ogle  
Elected 11/04/03: Term 12/01/03 – 12/03/07  
Reelected 11/06/07: Term 12/03/07 – 12/05/11  
Reelected 11/08/11: Term 12/05/11 – 12/07/15  
Reelected 11/03/15: Term 12/07/15 – 12/02/19  
Reelected 11/05/19: Term 12/02/19 – 12/04/23

Retired Military  
Downtown Revitalization  
Former WPCOG MPO and Policy Board Alt.  
Parks & Recreation Commission  
VEDIC Board Member  
Street Paving Committee

Town Manager Seth Eckard  
Assistant Town Manager 06/18/15 – 06/30/15  
Appointed Town Manager: 07/01/2015

Catawba-Wateree Water Management Group  
WPCOG Water Resources Committee  
VEDIC Member  
Valdese ABC Board – Chairman  
Valdese Tourism  
BDI Board  
Valdese Rotary  
LPDA Member

Town Attorney Timothy Swanson

Young, Morphis, Bach & Taylor, LLP

Councilwoman Hildebran made a motion to adopt the Council Board and Commission appointments, seconded by Councilman Mears. The vote was unanimous.

**APPROVED LICENSES AGREEMENT WITH BURKE COUNTY BOARD OF EDUCATION & TOWN OF VALDESE:** Town Attorney Tim Swanson shared that he had worked with the Burke County Board of Education’s attorney on a draft licenses agreement. Mr. Swanson explained that after some negotiations,

the Town could expand the license agreement significantly. The new agreement includes the construction of the permanent stage. Mr. Swanson noted a few highlights that were added that included the use of the football field, press box, fieldhouse, etc., for any town events and athletic programs. The proposed term was extended, maintenance of the field was addressed, and an indemnification agreement added.

**STATE OF NORTH CAROLINA**

**LICENSE AGREEMENT**

**COUNTY OF BURKE**

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made as of the 1<sup>st</sup> day of November, 2021, by and between the **BURKE COUNTY BOARD OF EDUCATION**, a body politic and corporate and local educational agency of the State of North Carolina, the licensor (hereinafter referred to as the "Board") and the **TOWN OF VALDESE**, a body politic and corporate of the State of North Carolina, the licensee (hereinafter referred to as the "Town"), (collectively the "Parties").

**WHEREAS**, the Board is owner of that land described in a deed dated the 5<sup>th</sup> day of October, 1939, from Albert Tron and wife Adele Tron and recorded in Deed Book 37 at page 447 of the Burke County Public Registry, to which reference is hereby made for a more complete and accurate description, which property comprises the field, football field, press box, field house, concession and storage buildings, picnic shelters, and parking lot located to the south of Valdese Elementary School (hereinafter collectively referred to as the "Football Field Property");

**WHEREAS**, the Town has been a valued partner of the Board in its educational mission, having, among other things, previously provided for construction of the press box located upon the Football Field Property; and

**WHEREAS**, the Town owns the property to the west of the Football Field Property, site of the former "Teachers' Cottage," and has utilized the Football Field Property over the past several months for its activities, and now desires to use a portion of the Football Field Property for public events and athletic programs, and to facilitate the same by constructing a stage on the western end of the Football Field Property, and the Board consents to such use, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. **GRANT OF LICENSE.** The Board hereby grants and conveys to the Town a non-exclusive license to access and use of the Football Field Property for construction of a stage and for public Town-sponsored events and athletic programs during the term of this Agreement, including any renewals thereof, on the terms and conditions set forth herein

2. **TERM.** The Term of this Agreement shall begin on the date first written above and shall end at midnight on December 31, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for additional successive renewal terms of two (2) years each.

3. **COMPENSATION.** The Town shall pay to the Board the sum of ONE DOLLAR AND NO/100 (\$1.00) on or before the execution of this Agreement as compensation for the use of the Board's property.



**4. OBLIGATIONS OF THE PARTIES.**

- A. The Board's obligations shall be as follows:
- i. Permit the Town to use a portion of the Football Field Property to install and maintain a stage structure on the western side thereof, subject to the review and approval of the Board's Superintendent as to the location of the stage structure, which approval shall not be unreasonably withheld.
  - ii. Permit the Town to access and use the Football Field Property for purposes of Town-sponsored events and athletic programs that are open to the public, during non-school hours unless specifically permitted in writing by the Board or other designated school representative.
  - iii. Use reasonable efforts to notify the Town in advance, in the event that the Board's operations require temporary suspension or termination of the Town's use of the Football Field Property. The Parties will use best efforts to avoid scheduling conflicts concerning use of the Football Field Property. In the event of a scheduling conflict, the Board shall have first priority of use and the Town shall have second priority of use.
- B. The Town's obligations shall be as follows:
- i. Use the portion of the Football Field Property that is approved for construction of the stage structure for the purpose of constructing and maintaining the same; provided, however, that the license granted herein shall also include the right to enter onto the property for purposes of maintaining, repairing, and replacing the stage structure. The Town shall use best efforts to diligently and adequately maintain and repair the stage structure during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage necessitated by the Town's use.
  - ii. The Town shall also use best efforts to diligently and adequately maintain and repair the parking lot and other improvements located on the Football Field Property during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage arising from the Town's use.
  - iii. Cause the stage structure to be constructed using good materials and workmanship, and to be responsible for the safe upkeep and appearance of the structure. All permits for construction of the stage structure shall be the Town's sole responsibility and expense. The stage structure shall be constructed in such a manner as to block

- students and others from accessing it when not in use, except for any events for which such use is specifically agreed to by the Parties.
- iv. Permit the Board to use the stage structure during school hours for school activities, and at other times by prior permission of the Town Manager.
  - v. Use reasonable efforts to limit its activities to construct and maintain the stage structure to non-school hours.
  - vi. Town events utilizing the Football Field Property shall be restricted to non-school hours, unless specifically permitted by the Board or designated school representative as described above.
  - v. Use reasonable efforts, including signage and painting, as agreed upon by the Board's Superintendent, to direct the general public attending Town events to the Football Field Property, and to promptly provide for the repair of damages caused to any Board property by such use, reasonable wear and tear excepted.
  - vi. Consult with the Superintendent before changing the location or dimensions of the stage structure, after it is initially constructed.

**5. RELATION OF THE PARTIES.** Nothing in this Agreement or otherwise creates or shall be construed such that an employment, agency, subcontractor, joint venture, or partnership relationship exists between the Board and Town.

**6. INDEMNIFICATION.** To the extent permitted by applicable law and covered by applicable insurance, the Town hereby agrees to indemnify and hold harmless the Board and its members, employees, volunteers, agents and their successors and assigns, from any and all causes of action, claims, demands, losses and costs, including attorneys' fees, of any nature whatever arising out of or in any way relating to this Agreement, including any such claims which allege negligent acts or omissions of the Board and its board members, employees, volunteers, agents and their successors and assigns. The Town shall further include the Football Field Property on any commercial general liability policy that it maintains, shall provide for special event insurance for specific events upon the property, and shall require any sublicensees to purchase special event insurance.

**7. TERMINATION.** Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement, including all rights and obligations set forth herein, if the other party fails to cure a material breach within thirty (30) days receipt of written notice of such breach from the non-breaching party or without cause upon twelve (12) months written notice prior to the end of any contract term.

**8. MISCELLANEOUS PROVISIONS.**

- A. **Governing Law.** This Agreement shall be controlled by the laws of the State of North Carolina and proper venue for any claim hereunder shall be Superior Court, Burke County.

- B. **Amendment.** This Agreement may only be modified or amended if the modification is made in writing and signed by both Parties.
- C. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements or representations between the Parties.
- D. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforcement with full effect.
- E. **Authority.** The signatories to this Agreement are fully vested with the authority to sign this Agreement on behalf of their respected entities.
- F. **Successors.** This Agreement shall be binding upon the successors and/or assigns of the Parties until this Agreement is terminated pursuant to its terms.
- G. **Notices.** Any notice, submittal or communication required or permitted to be served on a party to this Agreement shall be in writing and shall be deemed given if delivered in person or mailed by certified mail addressed as follows:

To the Board:           Burke County Board of Education  
                                  Attn: Dr. Mike Swan  
                                  Superintendent  
                                  PO Drawer 989  
                                  Morganton, NC 28680

To the Town:           Town of Valdese  
                                  Attn: Seth Eckard  
                                  Town Manager  
                                  P.O. Box 339  
                                  Valdese, NC 28690

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

**THE TOWN OF VALDESE**

**BURKE COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
Seth Eckard  
Town Manager

\_\_\_\_\_  
*Mike Swan*  
Dr. Mike Swan  
Superintendent

Councilwoman Lowman made a motion to approve the Licenses Agreement, seconded by Councilman Thompson. The vote was unanimous.

**CONTRACT AMENDMENT WITH CBSA FOR PUBLIC SAFETY BUILDING:** Finance Director Bo Weichel explained that this contract provides the Town with a comprehensive assessment of the existing Public

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Safety Building facility to bring it up to industry standards and building codes. The scope of work would include architectural, structural, and civil engineering assessments and the cost of repairs for long-term options. Mr. Weichel shared that the cost for this would be \$25,500.00. Mr. Weichel introduced Marty Beal, Architect with CBSA, to answer Council's questions. Mr. Beal explained that he would be doing a separate assessment of the existing facility, investigating repair and code enhancement requirements. Mr. Beal said that this report should be ready before the community meeting in February. Mr. Beal will be using McGill & Associates for the civil side, Taylor & Viola for structural engineering, and Brittain Engineering for mechanical. Mr. Beal shared that there will be a written report that will include drawings.



November 16, 2021

Mr. Seth Eckard, Town Manager  
Town of Valdese  
113 West Main Street  
Maiden, NC 28650

**Re: Town of Valdese  
Existing Public Safety Building Assessment  
Architectural Services Proposal**

Dear Mr. Eckard:

Please find the following Scope of Work explaining each phase of service proposed to review and assess the condition of the existing Public Safety Building. The fee proposal follows the Scope of Work.

We propose this work to be added as an amendment to the existing Owner Architect Agreement AIA B101-2017 and dated September 8, 2020.

**A. SCOPE OF WORK**

**Base Services**

**Architectural Assessment:**

This assessment includes site visits, consultation with building code officials, town staff, design consultants, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, 2018 Edition of North Carolina Building Code, and ICC A117.1-2017 will be reviewed and applied to the existing building for long term repair and various levels of alteration and accessibility. A phasing plan will be developed to address possible structural repair, interior alterations and required building code upgrades for life safety and accessibility. An opinion of probable cost of construction will be developed to address the identified phases of work. A comparison will be presented to identify program requirements which may be addressed as well as program requirements which are not addressed in a potential interior alteration project.

**Structural Engineering Assessment:**

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, Chapter 16, and Chapter 19 of the International Building Code will be reviewed and applied to develop a plan of action for repair of the damaged structural components.

**Civil Engineering Assessment**

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing storm drain system located below the existing building. The interior of the underground drainpipe will be inspected

226 2nd St NW | PO Box 1239 | Hickory, NC 28603 | P 828.322.3403 | F 828.322.1802

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with the use of CCTV. The existing pipe and drainage structures will be reviewed, and an assessment prepared by our civil engineer to determine current conditions and offer an evaluation of potential improvements. The proposed service fee includes the cost of CCTV camera work in the amount of \$5,500.00. Client may choose to contract with the camera work provider used for other town services. If this is the case the cost of camera work will be omitted from this proposal.

**B. PROFESSIONAL FEE**

1. We propose the following Base Service Fee for the before mentioned scope of work. All fees are fixed fees. The fees shall be adjusted according to any required adjustment in the scope of work. Any such adjustment shall be agreed in writing by both Client and CBSA Architects.

<b>Base Service</b>	
Architectural Assessment	\$12,500.00
Structural Assessment	\$ 2,500.00
<u>Civil Engineering</u>	<u>\$10,500.00</u>
<b>Total Base Service Building Assessment</b>	<b>\$25,500.00</b>

2. Compensation to CBSA Architects for additional services requested by Client beyond the described Scope of Services will be negotiated, or an additional fee will be based on our current hourly rates which are as follows.

Architect – Principal/Project Manager	\$135.00
Architect – Principal/Project Architect	\$135.00
Architect – Consultant	\$130.00
Interior Designer	\$100.00
Senior CAD Technician	\$ 85.00
Graphic Designer	\$ 80.00
CAD Technician	\$ 75.00
Administrative Assistant	\$ 60.00

3. Compensation to CBSA Architects for additional services beyond the described Scope of Services provided by our Consulting Engineers will be billed at a rate of 1.10 times the amount invoiced to CBSA Architects.
4. Fees exclude normal reimbursable expenses such as document reproduction costs, promotional materials, postage, and overnight deliveries as directed by Client. Expenses for mileage are waived for travel to and from project site. Any other long-distance travel outside of Catawba and Burke Counties as required by Client will be billed as a reimbursable expense. Reimbursement for long distance travel mileage shall be billed at the current legal IRS rate. Other reimbursable expenses shall be billed at a rate of 1.10 times the expense.
5. Any plan review fees not paid by Client and required to facilitate approval for permit by AHJ may be paid by CBSA and will be billed as a reimbursable expense at a rate of 1.10 times the expense.
6. Permit fees and other fees required to facilitate actual construction will not be paid by CBSA.
7. In consideration of performance of the services described in the Scope of Services, Client will pay CBSA Architects in accordance with the agreement, and CBSA Architects shall charge the

226 2<sup>nd</sup> St NW | P O Box 1239 | Hickory, NC 28603 | P 828.322.3403 | F 828.322.1802

Owner only in accordance with those same rates. Client will pay CBSA Architects following submission of deliverables, as per agreement, and accompanying invoice.

- 8. If services are terminated prior to completion an invoice will be submitted to reflect the portion of services completed. Client will pay CBSA Architects following submission of partially completed deliverables and accompanying invoice.
- 9. Invoices shall be submitted for payment upon completion of each phase of work. Invoices are due upon receipt. Invoices not paid within 30 days from the date of receipt by Owner will be considered past due. Interest will be assessed against past due balances at the rate of one percent (1.5%) per month.

**C. WHY CBSA?**

Our design team includes McGill Associates (Civil Engineers) and Taylor & Viola Structural Engineers. These consultants along with CBSA Architects are key contributors to this assessment.

- 1. We are currently under contract with the Town of Valdese for the proposed new Public Safety Facility. We have developed the new building program and can offer firsthand knowledge of the current and future needs of the police and fire departments.
- 2. The Town of Valdese has selected CBSA Architects from a large field of architectural firms from other parts of our state including Charlotte. Therefore, we are qualified.
- 3. Our design team has the personnel and resources to assess the existing building based upon previous experience with similar projects.
- 4. We are a local firm with a team of local consultants.
- 5. We are experienced working with local municipalities.
- 6. We have a local vested interest to provide a service within the best interest of our client.
- 7. We will provide a fair assessment and offer an objective opinion.

Thank you for the opportunity to provide a proposal for this project. If you are in agreement with this proposal, please sign below and return a copy to our office. Please call with any questions or misunderstandings I may have presented within this proposal.

CBSA Architects

Client: Town of Valdese



Marty A. Beal, AIA, LEED AP BD+C  
Principal

\_\_\_\_\_  
Signature

Seth Eckard

\_\_\_\_\_  
Printed Name

Town Manager

\_\_\_\_\_  
Printed Title

12/07/2021

\_\_\_\_\_  
Date

cc: File

Councilman Thompson made a motion to approve the Contract Amendment with CBSA as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

**BUDGET AMENDMENTS:** Finance Director Bo Weichel presented the following Budget Amendments:

Valdese Town Council Meeting

Monday, December 6, 2021

Budget Amendment #

8

Subject:

Adjustment to capital outlay for Gym Renovations

Description:

The adopted CIP for the general fund included expenses for the Gym Renovations. This project was transitioned to a Capital Project Ordinance at the November Council meeting. This amendment will reduce the budgeted amount in the capital outlay budget as it is now included with the Capital Project Ordinance.

**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, 2022:

**Section I:**

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.000	Donations	50,000	0
Total		\$50,000	\$0

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay		50,000
Total		\$0	\$50,000

**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.

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Councilwoman Hildebran made a motion to approve the aforementioned budget amendment, seconded by Councilman Thompson. The vote was unanimous.

Budget Amendment # 9

Subject: Utility fund capital outlay adjustment

Description: Several capital items were identified in the budget process last fiscal year to be paid for using a portion of the Americal Rescue Plan funding. Due to the lack of guidance of allowable expenditures at this point of the budget year, this amendment will transfer reserve utility funds to be used for these capital expenditures in the utility CIP.

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, 2022:

Section I:

The following revenues available to the Town will be decreased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserve		260,000
	Total	\$0	\$260,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.740	#3 Finished Water Motor Replacement	25,000	
30.8100.740	Tank Maintenance	40,000	
30.8110.740	Primary Clarifier #2 Drive & Bridge	85,000	
30.8110.740	Recycle Valve to Aeration Basin	40,000	
30.8110.740	#3 influent valves and check valves	70,000	
	Total	\$260,000	\$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 Mears made a motion to approve the aforementioned budget amendment, seconded by Councilwoman Lowman. The vote was unanimous.



**PROJECT ORDINANCE AMENDMENT:** Finance Director Bo Weichel presented the following Project Ordinance Amendments:

Valdese Town Council Meeting

Monday, December 6, 2021

Capital Project Ordinance Amendment # 7-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35  
Assessment of existing Public Safety facility added to existing contract with CBSA.

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
35.3480.001	Distributions		25,500
	Total	\$0	\$25,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.039	Existing Facility Assessment	25,500	
	Total	\$25,500	\$0

Section II:

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

Capital Project Ordinance Amendment #

8-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35  
Preparation and submittal of environmental report for USDA

**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
35.3480.001	Distributions		1,820
Total		\$0	\$1,820

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	1,820	
Total		\$1,820	\$0

**Section II:**

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

Councilwoman Hildebran made a motion to approve the aforementioned project ordinance amendments, seconded by Councilman Thompson. The vote was unanimous.

**MANAGER'S REPORT:** Town Manager Seth Eckard made the following announcements:

Trail of Lights displays at the Trail of Faith, November 23 – December 24, 6:00 p.m. – 9:00 p.m.

Letters to Santa can be placed in the mailbox at the Old Rock School.

Submissions for the Home Holiday Decorating contest are due by Monday, December 6, 2021. Winners will be announced on Monday, December 13, 2021.

Christmas in Valdese, Tree-Lighting and Christmas Carols by the Old Colony Players at the Old Rock School, Hot Chocolate & Santa Visits, Friday, December 10, 2021 at 6:00 p.m.

OCP Production Elf, The Musical, Show Dates December 10-12 and 16-19, 2021; visit [www.oldcolonyplayers.com](http://www.oldcolonyplayers.com) for more information and to purchase tickets.

**December 6, 2021, MB#31**

Christmas Shop Hop, December 13–18, 2021; Visit participating shops for a stamp. Winners will be announced Monday, December 20, 2021.

Movies at the Rock: Polar Express & Photos with Santa, Tuesday, December 14, 2021, at the Old Rock School; Tickets \$2.00 per person.

Story Time with Special Guests will be held on the Town of Valdese Facebook, Dates TBA.

Town Offices Will Be Closed December 23, 24 & 27, 2021, in Observance of Christmas and December 31, 2021, for New Year's Day.

Coffee with the Police Chief will begin again on January 13, 2021, at 9:00 a.m. at the Old World Baking Company and continue the second Thursday of every month.

**MAYOR AND COUNCIL COMMENTS:** Councilman Thompson and Councilwoman Hildebran welcomed the new Council members and the Mayor.

Mayor Watts shared that he sees good things for the Town and our Citizens for upcoming projects with housing developments and a lakefront development.

Mayor Watts reminded Council of a few dates:

The School of Government Classes will be in Asheville on January 6 & 7, 2021.

The Public Safety Building meeting at the Rock School will be held on February 15, 2021, at 6:00 p.m.

The Budget Retreat will be held on March 23 & 24, 2021.

Mayor Watts thanked Community Affairs Director Morrissa Angi and her staff for all their work on the events and fundraising efforts that bring many people to Valdese. Mayor Watts also recognized the Fire Chief Greg Stafford and the Assistant Fire Chief Truman Walton, and the Fire Department, who was called to a search and rescue operation on November 12, 2021, for a 2-year old boy that was lost. They located the boy, and he was returned safely to his parents. Mayor Watts thanked all of our staff for the services and efforts they give to our citizens and the Town of Valdese.

**ADJOURNMENT:** At 7:08 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, January 3, 2022, 6:00 p.m., Valdese Town Hall.

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Town Clerk

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Mayor

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