

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
OCTOBER 3, 2022**

The Town of Valdese Town Council met on Tuesday, October 3, 2022, 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 Frances Hildebran, Councilwoman Rexanna Lowman, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Ward 1 Vacant Seat, Ward 5 Vacant Seat

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: Mayor Pro Tem Frances Hildebran read the Rules & Procedures for Public Comment: Rule 5. Public Comment - 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. Comments should be limited to five minutes per speaker. If the speaker's comments needs to be addressed, upon the direction of the Council, someone from the management team will be in touch with you later.

OATH OF OFFICE – WARD 5: Burke County Clerk of Superior Court Mabel H. Lowman administered an Oath of Office to Councilman Timothy James Skidmore, Ward 5, while his family held the Bible.

RESOLUTION OF APPRECIATION – ANDY THOMPSON: Mayor Watts presented the following Resolution:

WHEREAS, Andy Thompson began his service as Councilman for Ward 1 on October 1, 2018; and

WHEREAS, Andy Thompson, for the past 4 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, Andy Thompson served on numerous boards and commissions, including the Public Art Commission, Street Paving Committee, and Parks & Recreation Commission; and

WHEREAS, Andy Thompson, has been involved in numerous improvements to the water/sewer system, the Water Smart Program, and development of Valdese Lakeside Park; and

WHEREAS, Andy Thompson has served the citizens of Valdese with respect, dignity, and integrity and is considered a true and loyal friend of Valdese; and

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 **Andy Thompson** 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 Andy Thompson for his leadership and guidance to the Town of Valdese during the past 4 years as its Ward 1 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 3rd day of October 2022.

/s/ Charles Watts, Mayor

RESOLUTION OF APPRECIATION – DEDICATING THE TOWN CHRISTMAS TREE IN MEMORY OF JAMES L. HATLEY: Mayor Watts presented the following Resolution:

WHEREAS, James L. Hatley grew up in Valdese, North Carolina; and

WHEREAS, after graduation from Valdese High School, James L. Hatley served his country by becoming a United States Marine; and

WHEREAS, after retirement from General Electric as the Manager of Information Systems Development, James L. Hatley moved his family back to the "Best Little Town in North Carolina," known as Valdese; and

WHEREAS, James L. Hatley served as a board member of Valdese General Hospital from 1992-1999, serving as Vice President, and was a board member with Blue Ridge Health Care from 2000-2002, was Chairman of the Board from 2002-2007, and was Chairman Emeritus from 2007-2010; and

WHEREAS, James L. Hatley was appointed as a Councilman in Ward 2 for the Town of Valdese and served that office from November 1997 until 1999. He was elected as Mayor for the Town of Valdese on November 2, 1999, and served that office until his untimely death on January 9, 2015; and

WHEREAS, James L. Hatley served on the NC League of Municipalities (NCLM) and Risk Management Services (RMS) Trustee, was on the board of Burke Development, Inc., and was on the board of directors of Valdese Economic Development Investment Corporation (VEDIC); and

WHEREAS, James L. Hatley, during his leadership as Councilman and Mayor, the Town of Valdese saw many projects come to fruition improving the quality of life for the citizens of Valdese; and

WHEREAS, Members of the Valdese Town Council and Town Staff were privileged to work with Mayor James L. Hatley and considered him a true friend.

WHEREAS, James L. Hatley, placed high priority on youth involvement to the Valdese community through special events, programs and conversations.

WHEREAS, Valdese Town Council will honor the dedication of James L. Hatley annually at the Christmas Tree Lighting Celebration held the second Friday of each December, by formally naming the Town Christmas tree in his memory,

NOW, THEREFORE, BE IT RESOLVED THAT, as of this date, the Town Christmas Tree will be referred to as the Hatley Memorial Christmas Tree.

This 3rd day of October 2022.

/s/ Charles Watts, Mayor

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS: Mayor Watts presented the following Resolution:

WHEREAS, the residents of the Town of Valdese have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, the Town of Valdese seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the Town of Valdese appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted.

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans Town, the Town of Valdese hereby declares from November 7, 2022 through November 13, 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service;

BE IT FURTHER RESOLVED, that in observance of Operation Green Light, The Town of Valdese encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This 3rd day of October 2022.

/s/ Charles Watts, Mayor

RECREATION SPORTS – JEAN-MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole complimented Valdese Elementary School and our Recreational Sports Program. Ms. Cole shared that her great-granddaughter is six years old and recently signed up for the Valdese Cheerleader program. Ms. Cole shared that she does not attend Valdese Elementary School but lives in Valdese. Ms. Cole's concern is that her great-granddaughter is the only child who does not go to Valdese Elementary School and feels ostracized by the other cheerleaders. Ms. Cole would like someone to share this with the coaches so they can be aware of the kids who do not attend Valdese Elementary School.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF SEPTEMBER 6, 2022

APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH TRANQUILITY DAY SPA Lease agreement for rental space at the Old Rock School. Tranquility Day Spa Lease in the amount of \$350 per month.

APPROVED REQUEST TO SELL WINE AT THE CHRISTMAS IN NOVEMBER CRAFT SHOW Request from Waldensian Style Wines to sell wine at the Christmas in November Craft & Gift Show event on Friday, November 11, 2022, from 4:00 p.m. to 8:00 p.m. and Saturday, November 12, 2022, from 9:00 a.m. to 2:00 p.m., Waldensian Room at the Old Rock School.


APPROVED APPOINTMENTS TO VALDESE HOUSING AUTHORITY Ms. Deborah Thompson was appointed to a five-year term. The term will expire on October 31, 2027. Ms. Thompson is replacing Ms. Faith Kaplan. Mr. Kevin Fredrick was appointed to the unexpired term of Ms. Patricia Garrou, whose term will expire on October 31, 2025.

Councilman Mears 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

WESTERN PEIDMONT COMMUNITY COLLEGE UPDATE: Dr. Joel Welch, Western Piedmont Community College President and resident of the Town of Valdese presented the following presentation:




WESTERN PIEDMONT
COMMUNITY COLLEGE

OUR VISION


EMPOWERS ALL

TRANSFORMATIONAL

Western Piedmont Community College is a transformational community leader that empowers all individuals to achieve success.



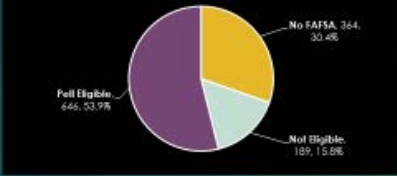
SUCCESS



WESTERN PIEDMONT
COMMUNITY COLLEGE

Community

2021 Pell Eligibility
Excluding CTE/CCP/BMC



Category	Count	Percentage
Pell Eligible	446	53.9%
No FAFSA	364	30.4%
Not Eligible	189	15.8%

Burke County

Population	89,293	
In Poverty	17,260	20% in Poverty
Ages 18 to 44	27,835	22%
Partway Home	13,476	Disconnected Youth (16-24)

Below poverty

Asian	6%
Black/African American	23%
Hispanic/Latino	31%
Native American/Hawaiian	13%
White	17%



WESTERN PIEDMONT
COMMUNITY COLLEGE

STRATEGIC PLAN

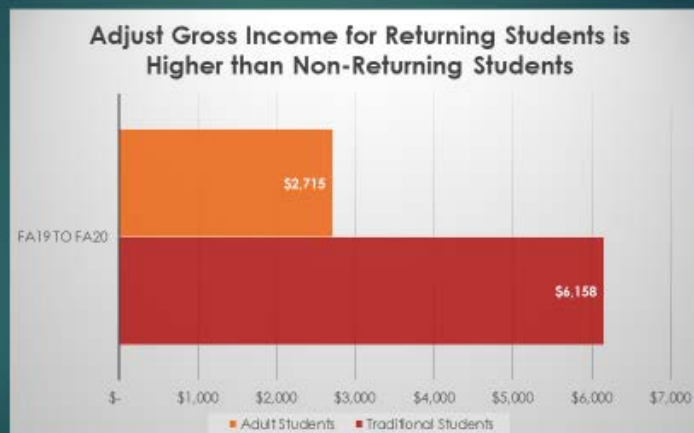
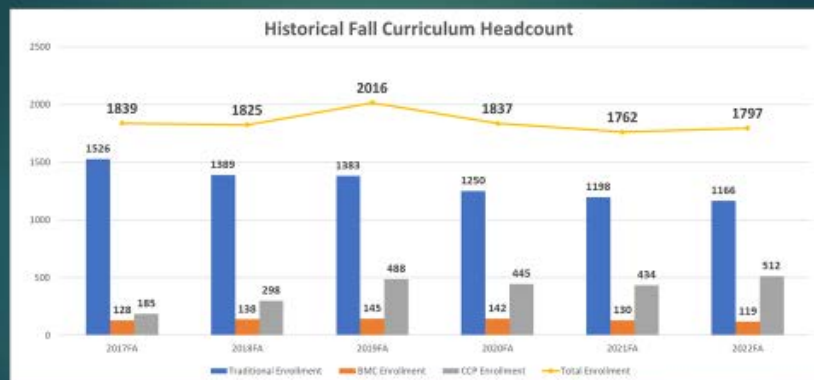


GOAL

WPCC will develop and demonstrate a Culture of Caring for our students and community

By 2025, 90% of student feedback will state that faculty and staff care about their success

Enrollment of underrepresented groups in all programs will increase 20% by 2025.



SUPPORT

71% of students received support (Normal year)
Percentage has been higher during Covid

Pell	\$2.7M	721 Students
CARES ACT Funding	\$2.1M	1502 Students
NC Longleaf Commitment	\$ 83k	113 Students
WPCC Foundation Scholarships	\$ 62k	58 Students
Pioneer Promise	\$ 46k	91 Students
Outside Scholarships	\$ 75k	57 Students
GEER (Continuing Education)	\$ 44.5k	96 Students
Other Support	\$ 556k	1094 Students
Private Loans	\$ 69k	11 Students

STRATEGIC PLAN

GOAL

Graduates will exhibit high rates of employment and earnings.

By 2023, WPCC will develop an advising strategy for students that provides realistic information about earning potential in their chosen field.

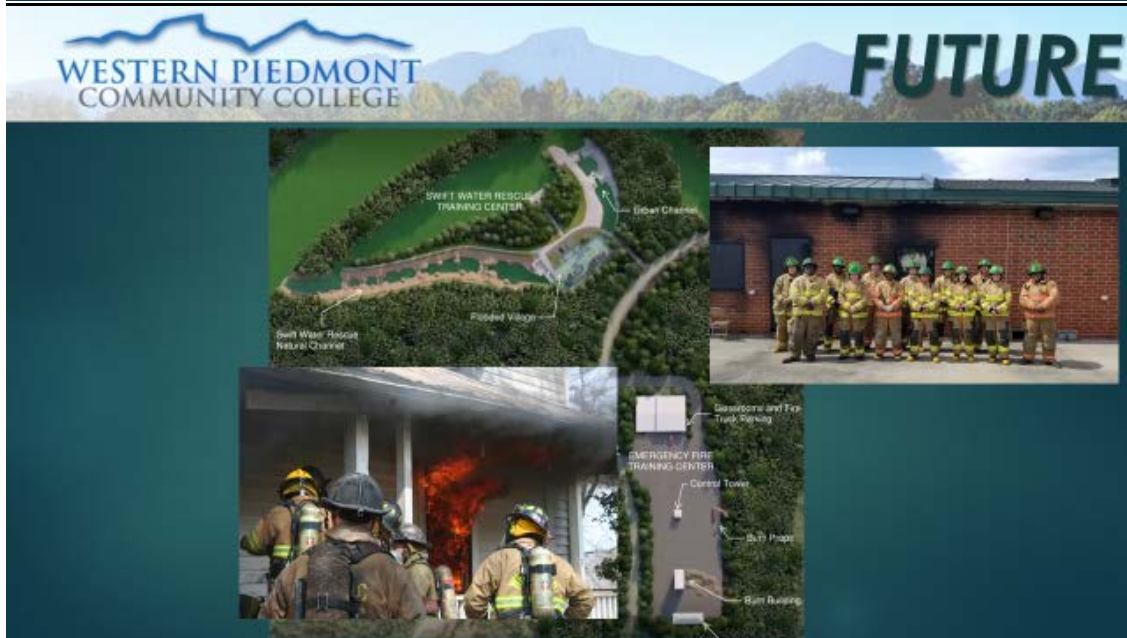


IMPACT

Burke County

AVERAGE EARNINGS BY EDUCATION LEVEL





Dr. Welch's concern is the disconnected youth between the ages of 16-24 that are not working or going to school. Dr. Welch feels that the strategic plan WPCC has in place will help these individuals and make a difference in our community. Dr. Welch shared that over half of the students qualify for Pell eligibility. Dr. Welch shared that WPCC has partnered with Burke United Christian Ministries to provide a food pantry for students in need. Dr. Welch feels that if they are not nourished, they will not study as well. Dr. Welch believes that if they can meet people where they are, they can give them their best opportunity for success. Dr. Welch highlighted the new Construction Trades Center coming in fall 2023. This facility is a regional trade construction center that will be built at the front of the campus that says "the trades" matter. Dr. Welch hopes that the new facility will be a recruitment tool to meet the regional need for building up trades in construction.

CENSUS 2020 VALDESE WARD REDISTRICTING MAP: Taylor Dellinger, WPCOG Data Analyst, completed the ward-redistricting map due to the 2020 census. Mr. Dellinger explained the project's timeline, the current ward map, the data analysis methodology, and the recommended changes to meet the State statutes. Mr. Dellinger shared that all wards will have population counts within five percent of the average ward size. Mr. Dellinger presented the following presentation:



Valdese Ward Redistricting Project, 2022

Taylor Dellinger

Valdese Town Council Meeting, October 3, 2022

What is Redistricting?

- Census happens every 10 years with the goal of counting every person/resident in the United States.
- Redistricting is a process to redraw electoral districts to balance the population in each district following the national Census.
- Many local district lines such as city councils & school boards are redrawn using decennial Census data.
- In Valdese, each of the 5 Wards have one person that lives in that ward elected to Town Council, eligible voters in Valdese vote for all council members (and the Mayor).

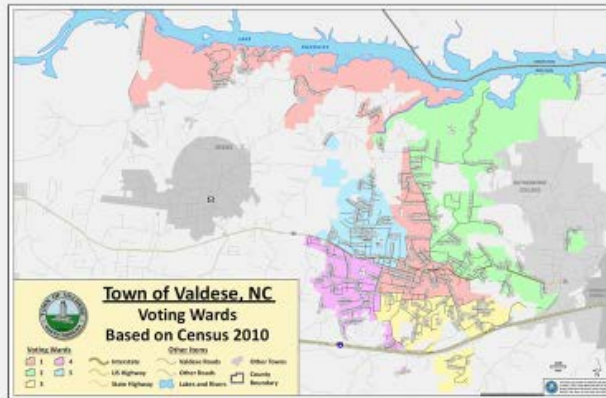
Project Timeline

- Late August 2022
 - Data acquisition for new Ward analysis
 - Draw new Ward district lines
 - Generate demographic data for the new Ward districts
- September 2022
 - Generate maps for the new Ward districts
 - Review maps and data
- October 2022
 - Present new Ward analysis results at Valdese Council Meeting
 - Print redistricting materials for Valdese and Burke County Board of Elections

Data Acquisition and Analysis

Data used for analysis:

- 2020 Census Block population information from the US Census Bureau
- 2020 Census Block boundaries
- Valdese current Ward boundaries



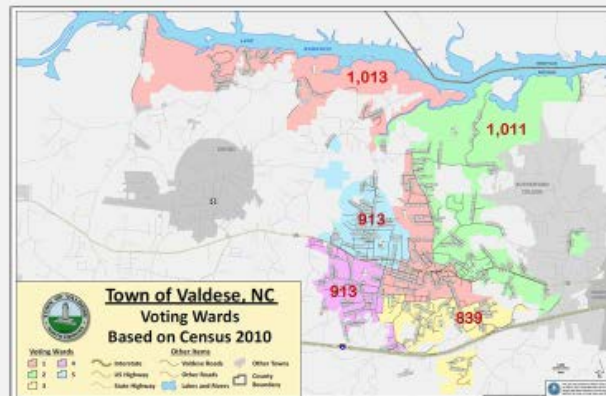
Data Acquisition and Analysis

- By State Statute, all newly drawn Wards in the Town of Valdese must be within 5% of the Town's 2020 Ward population average.
- The average population size for a Valdese Ward based on 2020 Census results is 4,689 divided by 5 Wards equals 938 persons.
- + or - 5% of the average ward population size is 891 and 985 persons.
 - -5% of average ward population calculation: $938 * .95 = 891$
 - +5% of average ward population calculation: $938 * 1.05 = 985$

The new Ward populations after redistricting have to represent between 891 and 985 persons.

Ward Population Before Redistricting

Wards	Ward Population (2020 Census)
Ward 1	1,013
Ward 2	1,011
Ward 3	839
Ward 4	913
Ward 5	913
Total	4,689



Data Analysis (Methodology)

- The population of Wards 1 (1,013) and 2 (1,011) exceed the maximum number of persons allowed in the Ward (985)
- The population of Ward 3 (839) is less than the minimum number of persons allowed in the Ward (891)
- Ward 2 must give population to Ward 1, since it only borders Ward 1
- Ward 1 must give population to Wards 3, 4 and 5
- Keep current Ward members in their Ward
- Try to keep changes to a minimum
- Try to keep Ward population as close to the 2020 Population Average (938 persons) as possible

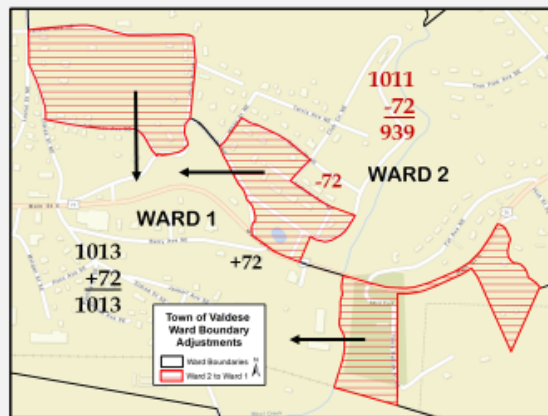
Recommendation Part 1

Action: Move 72 persons from Ward 2 to Ward 1 (Red area on map).

Result:

Ward 2 population decreases to 939
Ward 1 population increases to 1,085

New Ward 2 population of 939 is +1 from the average ward population of 938, which is a +0.1% difference from the average ward population.



Recommendation Part 2

Actions: Move 100 people from Ward 1 to Ward 3, Move 26 people from Ward 1 to Ward 4, and move 15 people from Ward 1 to Ward 5 (Red Areas on Map).

Results:

Ward 1 population decreases to 944

Ward 3 population increases to 939

Ward 4 population increases to 939

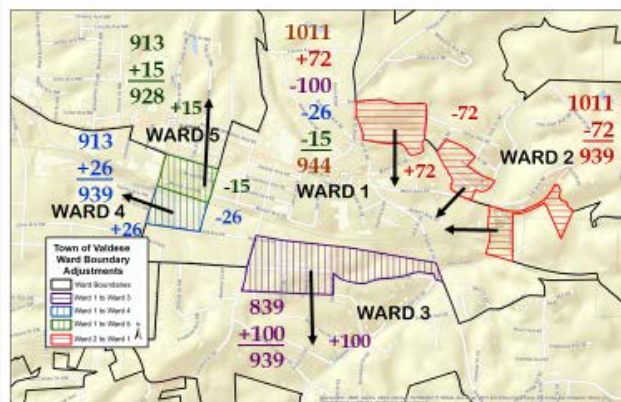
Ward 5 population increases to 928

New Ward 1 population of 944 is +6 from the average ward population of 938, which is a -0.8% difference from the average ward population.

New Ward 3 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

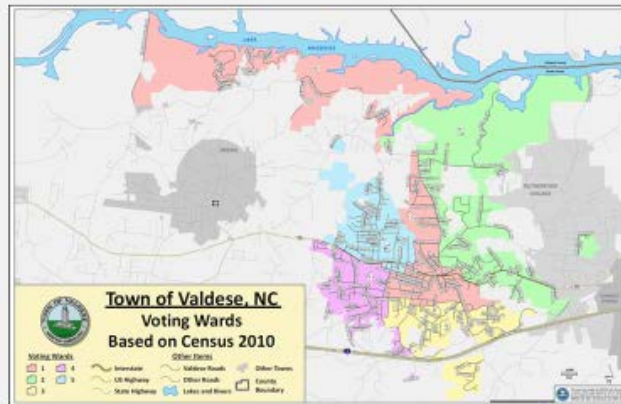
New Ward 4 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

New Ward 5 population of 928 is -11 from the average ward population of 938, which is a -1.1% difference from the average ward population.



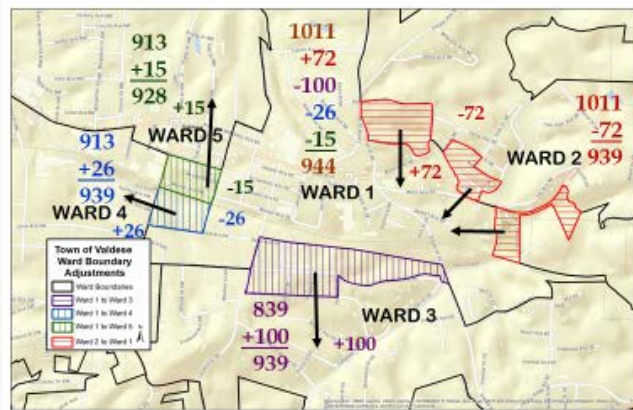
Analysis Results – Current Wards

- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



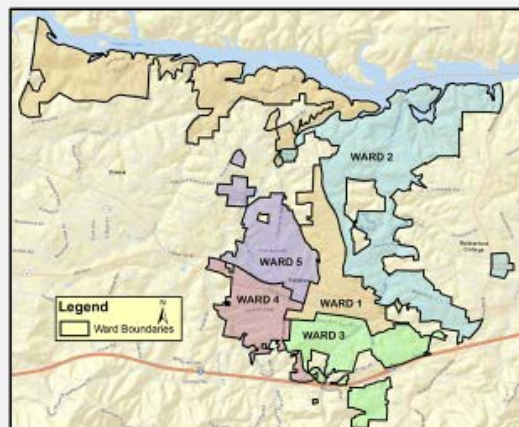
Analysis Results - Recommendations

- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



Analysis Results – New Wards

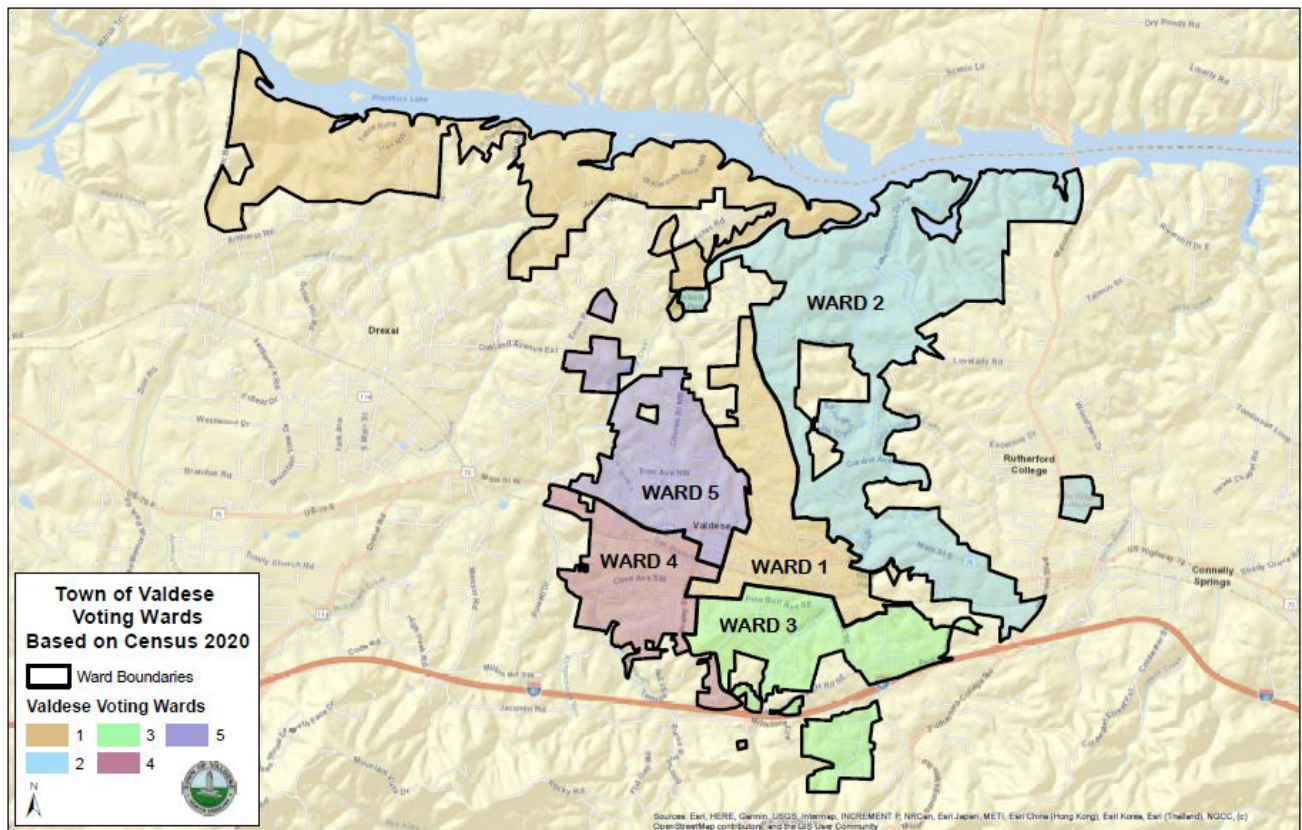
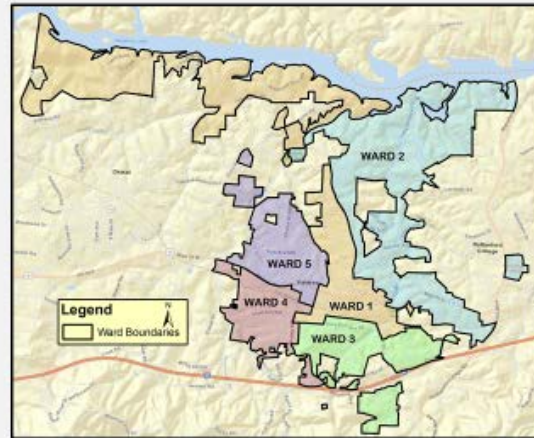
- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



Analysis Results – New Ward Populations

Wards	New Ward Population (Census 2020) After Redistricting	% Difference from Average Ward Population*
Ward 1	944	0.6%
Ward 2	939	0.1%
Ward 3	939	0.1%
Ward 4	939	0.1%
Ward 5	928	-1.1%
Total	4,689	(x)

*State Law requires that the population of each ward must be \pm or - 5% of the average ward size of 938.



Councilman Mears asked what the State statute says on when the new map has to be approved. Mr. Dellinger explained it would need to be before the next municipal election, so the people applying know what ward they reside in. Councilman Mears also asked if there was any notifications required by law to give the citizens that will be changing wards. Mr. Dellinger explained that everyone in the Town votes, but if a citizen wanted to run for office, the Board of Elections would confirm what ward that person lives in, and the Town will have an updated ward map. Mr. Dellinger confirmed that no notification had to go out to citizens. Councilman Mears asked Mr. Dellinger if there had been any input from staff or town management on the changes. Mr. Dellinger said no. Mayor Watts asked Council to keep in mind that filling the Ward 1 vacant seat would be difficult until the new map has been approved. Councilwoman Hildebran thanked Mr. Dellinger for all his work for Valdese over the years. Councilman Mears asked if we could delay voting on this tonight to give Council time to look over the map, understand it, and get any citizen input or concerns. All of the Council was good with waiting until the next Council meeting.

APPROVED RESOLUTION ADOPTING VAGRANCY ORDINANCE: Police Chief Jack Moss shared that the Town has seen several citizens falling on hard times over the last year. The Police Department has tried to provide them with resources to get help, which has been denied. Chief Moss shared that we also have homeless persons who are not citizens of Valdese. Chief Moss said that our main issues are loitering, panhandling, and camping on Town-owned property, businesses, and private property. Chief Moss shared that the Police Department has cleared out five camps sites. Chief Moss shared the following presentation:

VAGRANCY ORDINANCE 2022

1. The Town of Valdese is experiencing an increased presence of homeless persons.
2. Valdese Police Department has received several calls concerning campsites and subjects sleeping at or near town-owned properties.
3. The Valdese Police Department receives daily calls of subjects loitering and panhandling at our local businesses.
4. We have removed four campsites as of this date.
5. Our Officers offer homeless individuals information on area resources that they can take advantage of, but many refuse help.
6. Several communities in our area have passed vagrancy legislation.
7. The proposed vagrancy ordinance addresses loitering, camping, sleeping, and panhandling in our public spaces and businesses.

CAMP OR CAMPING

Is the use of town property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on town property for living accommodation purposes.



TEMPORARY SHELTER

Any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.



TENTS, TEMPORARY SHELTERS OR OTHER CAMPING GEAR

Is prohibited on town property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on town property unless expressly permitted to do so in writing by the town manager or his designee.



The violator may be charged with a misdemeanor punishable in accordance with the provisions of N.C.G.S. 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.

Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.

This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.



Chief Moss explained that having an Ordinance in place would allow the violator to be charged with a misdemeanor punishable under the provisions of N.C.G.S. 14-4, and a civil penalty. Councilwoman Lowman asked what would happen if they received a fine and they do not leave. Chief Moss said they would be arrested and placed in the Burke County jail, and then it would be up to the magistrate. Councilwoman Hildebran shared that she likes hearing that the Police Department has compassion for these individuals and has offered resources to help them.

RESOLUTION ADOPTING AN ORDINANCE PROHIBITING CAMPING AND UNAUTHORIZED USE OF TOWN PROPERTY AND FACILITIES AND REGULATING PUBLIC SOLICITATION AND BEGGING

WHEREAS, the Town of Valdese has significant governmental interest in protecting the health, safety and welfare of its employees, customers, and the general public and in preserving the public order; and

WHEREAS, the Town may, pursuant to G.S. 160A-174, adopt an ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of the public; and

WHEREAS, the Town has a significant governmental interest in maintaining the aesthetics, cleanliness and proper sanitation of Town-owned property; and

WHEREAS, the Town has a significant governmental interest in maintaining the safety of people who use Town-owned property and in reducing the risk of liability arising from the use by anyone of Town-owned property; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT:

SECTION 1: AMENDED PROVISIONS.

Section 8-12001 Camping and unauthorized use of town property.

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - a. *Camp or Camping* means the use of Town Property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on Town Property for living accommodation purposes.

- b. *Temporary Shelter* means any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.
- c. *Town Property* means any parcel of real property owned by the Town of Valdese, including property located within public right-of-ways and sidewalks.

2. *Prohibited Activity.*

- a. Unless otherwise expressly permitted in writing by the Town Manager or his/her designee, it is unlawful for any person to camp on any Town Property including property located within public rights-of-way and sidewalks.
- b. Tents, temporary shelters or other camping gear are prohibited on Town Property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on Town Property unless expressly permitted to do so in writing by the Town Manager or his designee.
- c. It is unlawful for any person to light or use a campfire or bonfire on Town property, unless specifically authorized by written permit to do so.
- d. It is unlawful to hang, fasten, or attach any rope, wire, chain, sign, banner, or electrical device or power cord to any Town Property, including buildings, bridges, overpasses, vehicles, construction equipment, memorials, utility poles or artwork unless express permission has been granted in writing by the Town Manager or his/her designee.

3. *Enforcement and penalties.*

- a. Camping on Town Property, including property located within public right-of-ways and sidewalks, is a public nuisance. Anyone camping, attempting to camp, or placing any tent or temporary shelter on Town Property in making preparations to sleep, or store personal belongings without written permission to do so, shall be directed by any duly sworn law enforcement officer or Town employee having authority to do so to cease such activity and to remove any camping gear or personal belongings from Town Property. Any duly sworn law enforcement officer or Town employee may summarily remove any tent, temporary shelter, bedding or personal belongings from Town Property.
- b. Lighting or using a campfire or bonfire on Town Property poses a potential danger to the public and unless permitted to do so, any person lighting or using a bonfire on Town Property shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement office or Town employee may summarily extinguish any burning material.
- c. Upon violation of any provision of this Ordinance, violators are subject to one or more of the following enforcement actions:
 - i. Duly sworn law enforcement officers with jurisdiction within the Town of Valdese shall have the duty and responsibility to enforce this Ordinance by charging the violator with a misdemeanor and shall also be empowered to issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated. Town employees and others designated in writing by the Town Manager shall have the authority to issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated.
 - ii. The violator may be charged with a misdemeanor punishable in accordance with the provisions of G.S. § 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.

- iii. Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.
- iv. This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

Section 8-12002 Public solicitation and begging regulated.

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - a. *Accosting* means approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.
 - b. *After dark* means from one half hour after sunset until one half hour before sunrise. The times of sunset and sunrise will be established by the times listed in The News Herald or another publication of similar distribution.
 - c. *Beg, solicit or panhandle* includes, without limitation, use of the spoken, written, or printed word, or other acts as are conducted in the furtherance of the purpose of immediately collecting contributions for the use of oneself or others. As used in this ordinance, the word "solicit," and its forms, includes begging and panhandling.
 - d. *Financial institution* means a bank, trust company, savings and loan association, credit union, check-cashing business or other entity principally engaged in the business of lending money or receiving or soliciting money on deposit.
 - e. *Forcing oneself upon the company of another* means:
 - i. Continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;
 - ii. Blocking the passage of the person solicited; or
 - iii. Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.
2. *Prohibited acts.* It shall be unlawful for any person to beg, solicit or panhandle on a public sidewalk, public right of way or within a public park owned by the city:
 - a. By accosting another, or by forcing oneself upon the company of another;
 - b. Within 20 feet of the entrance to any financial institution or any automated teller machine, regardless of whether or not such automated teller machine is located at or near a financial institution;
 - c. Within 20 feet of any outdoor dining area or outdoor merchandise area, provided such areas are in active use at the time;
 - d. Within 20 feet of any transit stop or taxi stand;
 - e. While the person being solicited is standing in line waiting to be admitted to a commercial establishment;
 - f. By touching the person being solicited without that person's consent; or
 - g. After dark by means of verbal communication.
3. *Public transportation vehicle.* It shall be unlawful for any person to beg, solicit or panhandle on a public transportation vehicle.

4. *Penalty.* Any person who violates any of the provisions of this section shall be guilty of a misdemeanor as provided in G.S. § 14-4 and, upon conviction, shall be subject to a maximum fine of \$500.00, or imprisonment, or both.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the 3rd day of October, 2022.

/s/ Charles Watts, Mayor

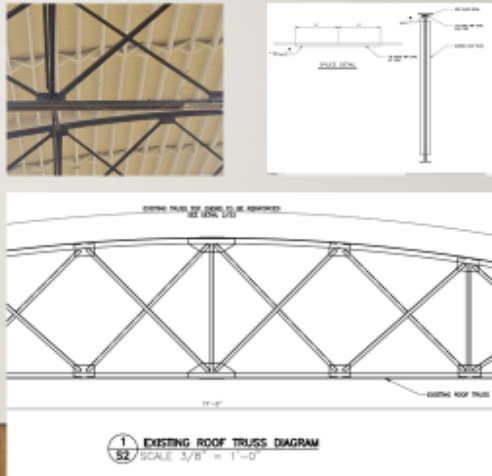
ATTEST: /s/ Town Clerk

Councilwoman Lowman made a motion to adopt the vagrancy ordinance as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

WAYNE OWENS GYM RENOVATION PROJECT: Parks and Recreation Director David Andersen explained that truss reinforcements are needed to support the basketball goals and the dividing curtain that was approved in May 2022. Mr. Andersen shared that Taylor and Viola Structural engineers completed the structure drawing that would consist of placing 1" steel rods along the top cord of the trusses. After receiving some quotes, the company that was recommended is Richard's Welding and Repairs from Caldwell County, which would complete the repairs in the amount of \$17,781.00. This was the lowest bid received.

WAYNE OWENS GYMNASIUM RENOVATIONS TRUSS REINFORCEMENT

- Taylor and Viola Structural Engineers:
 - Existing ceiling trusses can't support additional weight
 - Completed plan to strengthen supports using 1" steel rods
- Richard's Welding and Repair: \$17,781.00



Councilwoman Hildebran asked why we are just now finding out that we need additional support. Mr. Andersen shared that there had been no past structural report completed, and we had to wait on the basketball goal/scoreboard manufacturers to give us their specifications on how much everything weighed.

Mr. Andersen turned it over to Assistant Town Manager/CFO Bo Weichel for the Capital Project Ordinance Amendment.

CAPITAL PROJECT ORDINANCE AMENDMENT: Assistant Town Manager/CFO Bo Weichel presented the Capital Project Ordinance Amendment to transfer funds from the general fund balance for the additional cost of the truss reinforcement.

Valdese Town Council Meeting

Monday, October 3, 2022

Capital Project Ordinance Amendment # 2-37

Subject: Community Center Gymnasium Renovation

Description: This amends the project ordinance from November 2021 to allow for the additional cost of truss reinforcement per structural engineers Taylor and Viola to accommodate the additional load of basketball goals.

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
37.3970.004	Transfer from General Fund Balance		17,781
Total		\$0	\$17,781

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
37.6200.150	Renovations	17,781	
Total		\$17,781	\$0

Section II:

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

Councilwoman Lowman made a motion to approve the aforementioned capital project ordinance amendment, seconded by Councilman Mears. The vote was unanimous.

VALDESE COMMUNITY CENTER RENOVATIONS: Parks and Recreation Director David Andersen presented a contract from Moss-Marlow Construction of Hickory for the Valdese Community Center renovations in the main and lower level areas. Mr. Andersen shared that he went through a formal bid process in accordance with the N.C.G.S. 143-129, and three companies submitted a bid. The lowest bidder was Moss-Marlow Construction in the amount of \$587,921. Councilwoman Hildebran asked what we budgeted for this project. Town Manager Seth Eckard stated that we estimated it would be \$600,000. Councilman Mears asked how citizens would access the pool. Mr. Andersen shared that there is access to the pool that would not require entering the building and there would be a temporary check-in and restrooms. Mr. Andersen said that there would be information sent out well ahead of time if the amenities would not be available for patrons, and their membership would be credited. Mr. Eckard noted that in the Capital Project Ordinance, there is a \$29,396 contingency.

VALDESE COMMUNITY CENTER RENOVATIONS

- Formal bid process in accordance with North Carolina General Statute 143-129
- Low Bid: Moss-Marlow Construction of Hickory: \$587,921

SCOPE OF WORK

Main Level

- Lobby
- Stairwell to Upper Floor
- Stairwell to Lower Floor
- Men's Restroom
- Women's Restroom

Lower Level

- Women's Locker, Toilet, and Shower Area
- Men's Locker, Toilet, and Shower Area
- Lower Lobby and Corridor to Bowling Alley
- Pool Office and Entry

VALDESE COMMUNITY CENTER RENOVATIONS





TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

SUBMIT SEALED BIDS TO: Bo Weichel, CFO PO Box 339 Valdeese NC 28690 bweichel@valdesenc.gov 828.879.2123		DIRECT INQUIRIES TO: David Andersen, Parks and Recreation Director dandersen@valdesenc.gov 828.874.6733
Date bid advertised: July 22, 2022	No Bids Received After <u>Public Bid Opening:</u> 11:00 am September 16, 2022	Valdeese Town Hall Community Room 102 Massel Ave SW Valdeese, NC 28690

Project Summary

Complete scope of work can be found on page 19 of this document.
 Contractors are encouraged to attend scheduled pre-bid / walkthrough to see the facility and more details.

In general, work consists of renovations to the main level lobby area to include new flooring; repair and painting walls, ceiling, and stairwell; restrooms; minor electrical; bottle fill station.
 The lower level renovations include demolition of shower areas with new showers and air circulation; toilet areas; new flooring in toilet area and corridor; repair and paint walls and ceilings; minor electrical; plumbing.

Pre-Bid Meeting & Walkthrough

Date : Wednesday, August 10th, 2022
 Time: 11:30 AM
 Location: Valdeese Parks and Recreation
 Community Center Facility
 312 Massel Ave SE
 Valdeese, NC 28690



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

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Vendor Name: Moss-Marlow Building Co., Inc.		Point of Contact: Todd Temple
Mailing Address: PO Box 2423		
Town: Hickory	State: NC	Zip: 28603
Area Code and Phone Number: 828-328-2333		Email Address: ttemple@mossmarlow.com
Federal Employer Identification Number or Social Security Number: 56-2072352		

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF North Carolina COUNTY OF Catawba, of lawful age, being first duly sworn, on oath says that:

- Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and Town officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
- Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
- Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the Town of Valdeese any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
- Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the Town of Valdeese, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

FIRM: Moss-Marlow Building Co., Inc.ADDRESS: Hickory, NC 28602
(Town, State, Zip)PHONE: 828-328-2333

SIGNATURE OF AUTHORIZED AGENT

 Tracey Setzer, VP of Commercial Operations
 PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 11th day of Sept, 2022

Notary Public
My Commission Expires: 8/4/2024



TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

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IMPORTANT INFORMATION AND INSTRUCTIONS

1. **DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:
 - a. Invitation and Bidder Information
 - b. Important Information and Instructions
 - c. General Conditions
 - d. Special Conditions
 - e. Affidavit of Prime Contractor
 - f. Release and Waiver of Claims
 - g. Asbestos Free Warranty
 - h. Specifications/Description of Work to be Performed
 - i. Bid Form, Bonding, & General Contract
 - j. E-Verify Compliance Form
1. **SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.
2. **BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**
 - a. The name of the General Contractor
 - b. The Project Title and Project Number
 - c. Date and Location of bid opening
3. **BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**
4. **LIQUIDATED DAMAGES:** As discussed in further detail under General Conditions Item 40, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the Town for liquidated damages.

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TOWN of VALDEESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

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GENERAL CONDITIONS FOR BIDDING REQUIREMENT CONTRACTS
WITH THE TOWN OF VALDEESE

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.** The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files (if available) which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the Town of Valdeese and may be examined during normal business hours, or may be found on the Town's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the Town and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of the Town may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.



TOWN of VALDESE

Invitation to Bid and Contract

Bid Number:

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2. Award based upon a geographical district basis with one or more vendors.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the Town and appropriate documents executed. The Town of Valdeese reserves the right to add or delete any item from this contract when deemed to be in the best interests of the Town.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the Town of Valdeese and is fully executed by both parties.
9. **WAIVER:** The Town of Valdeese reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the Town.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Town shall make the final determination. Failure to notify the Town in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the Town.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the Town. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the Town. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with



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- North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the Town of Valdeese Purchasing Bidder/Vendor mailing list, and the Town may pursue any and all other remedies available either in equity or by law.
17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The Town accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
 19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the Town, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
 21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the Town to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the Town shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the Town may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The Town may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
 22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.



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23. **LIABILITY:** The Bidder/Vendor shall hold and save the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the Town of Valdese, and shall not at any time be or represent itself as an agent or employee of the Town of Valdese.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Valdese, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (65) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the Town of Valdese, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the Town of Valdese Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the Town at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The Town does not promise to purchase the quantity shown. The Town reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices



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quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Town and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of Town of Valdese's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the Town of Valdese or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Town of Valdese. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the Town of Valdese for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The Town reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the Town shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the Town under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the Town.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the Town. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the Town showing the Town as an additional insured thereunder without cost to the Town of Valdese prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *Town of Valdese, PO Box 339, Valdese NC 28690.*



TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

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- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the Town Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
 - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the Town against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the Town.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the Town Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the Town the sum of \$250.00 per day, not as a penalty, but as compensation to the Town for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain. It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the Town of Valdese. This amount will be retained by the Town as



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damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the Town, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the Town of Valdeese. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

- 42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affection, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affection, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the Town. The Bidder/Vendor may be declared by the Town ineligible for further contracts with the Town until satisfactory proof of intent to comply is made by the Bidder/Vendor.

- 43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.

- 44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.

- 45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).



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- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
 - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
 - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
 - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
 - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
 - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3



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clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE TOWN:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the Town, in whole or in part, whenever it is determined to be in the best interest of the Town.
 - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.



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54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



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SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the Town. Any such requirement specifically set forth in any contract document between the bidder and the Town shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Town. All construction and materials shall conform to the Town of Valdese's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the Town the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the Town. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Town. These repairs or replacements or adjustments shall be made only at such time as will be designated by the Town as least detrimental to the operation of the Town. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the Town of Valdese.

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AFFIDAVIT OF PRIME CONTRACTOR

(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)

We, Moss-Marlow Building Co., Inc., certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 16th day of Sept, 2022.

Tracey Setzer
Signature

Tracey Setzer

Printed Name

Vice President of Commercial Operations

Title

9/16/2022
Date

Lisa S. DePAUW
Notary Public

9/16/2022
Date

SEAL:





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RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY

PRIME CONTRACTOR

On September 16, 20 22 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of North Carolina (State) by the name of Tracey Setzer (Name), who is the Vice President of Commercial Operations (Title), for Moss-Marlow Building Co., Inc. (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the Town of Valdese from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 16th day of Sept, 20 22.

Tracey Setzer
 Signature

Tracey Setzer

Printed Name

Vice President of Commercial Operations

Title

9/16/2022
 Date

Lisa S. DePauw
 Notary Public

9/16/2022
 Date





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ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this 16th day of September, 2022.

Tracey Setzer
Signature

Tracey Setzer
Printed Name

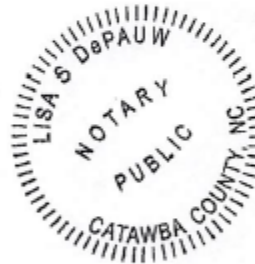
Vice President of Commercial Operations
Title

9/16/2022
Date

Lisa S. DePauw
Notary Public

9/16/2022
Date

SEAL:





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SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the Town and the manufacturer representative, at the prices and amounts shown.

NOTICE TO PROCEED

Bidder agrees to complete work on this project within **(180)** days of Notice to Proceed and to complete this project as specified.

SCOPE

Main Level - Lobby Area and Stairs

Section I : Lobby

1. Scrape, re-texture, and repaint 10' gypsum ceilings with orange peel texture
2. Remove and reinstall light fixtures to accommodate refinished ceiling
3. Patch existing plaster walls as required
4. Paint walls, wood base, ceilings, steel window frames, steel door frames at restrooms and gym entrance
5. Remove and replace flooring with luxury vinyl tile (LVT)
6. Remove existing ceiling hung electric unit heater, disconnect, and conduit
7. Install 16'x14" deep solid surface countertop with a 4" backsplash at 42" above floor level on South exterior wall
8. Install three (3) new electrical receptacles surface mounted in wire mould above the new countertop fed from existing receptacles located in the activity room above
9. Remove existing EWC, install new bottle filler union, rework electrical, patch plaster as required

Section II : Stairwell to Upper Floor (4x27")

1. Remove and replace twenty (20) 42" wide rubber stair treads
2. Paint walls, steel pickets, stringer, stair risers
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section III : Stairwell to Lower Floor (4'x20' upper flight and landing; 6'x20' lower flight and landing)

1. Remove and replace nineteen (19) 48" wide rubber stair treads
2. Paint existing brick walls, textured drywall ceilings, steel hand rails, stair treads
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

Section IV : Men's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing



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Section V : Women's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing

Lower Level

Section VI : Women's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting exposed ceiling structure (9'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Relocate baby changing station from toilet area to locker area
8. Remove current water fountain and add fountain with bottle filler

Section VII : Women's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting exposed ceiling structure (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install three (3) new flush valve toilets
10. Install one (1) new "Suitmate" swim suit water extractor in place of an existing lavatory
11. Install one (1) new circuit for the new swim suit water extractor
12. Replace toilet partitions and toilet accessories

Section VIII : Women's Shower Area

1. Remove shower partitions
2. Remove ceramic floor tile and setting bed
3. Remove Wall tile
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (8'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the five (5) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Install a dehumidifier/air vent system to minimize moisture



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Section IX : Men's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting existing texture finish on ceilings (10'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Install one (1) new "Suitmate" swim suit water extractor tied into existing sink plumbing
8. Relocate baby changing station from toilet area to locker area
9. Remove current water fountain and add fountain with bottle filler

Section X : Men's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting existing texture finish ceiling (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install two (2) new flush valve toilets
12. Install two (2) new urinals
13. Replace toilet partitions and toilet accessories
14. Install new ventilation fan utilizing existing ductwork.

Section XI : Men's Shower Area

1. Remove stainless steel wall panels
2. Remove ceramic floor tile and setting bed
3. Remove wall framing
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (9'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the six (6) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Allow for reworking, replace two (2) existing floor drains located in the NW and SW corners
11. Install air ventilation system fitted to existing shower window

Section XII : Lower Lobby and Corridor

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. Paint existing texture finish ceilings (10'-0")
5. Paint all ductwork and piping
6. Include Ecore Hydrogrip floor into the Guard room. Entry door will need to be adjusted to accommodate the extra flooring height
7. Add one (1) new electrical receptacle in Guard room.



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Section XIII : Pool Office and Entry

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. 2x2 ACT ceiling (9'-0")
5. Remove existing light fixtures and install nine (9) new lay-in fixtures
6. Remove and replace lockers in pool office
7. Remove the public side upper countertop and replace with a solid surface material (appx. 12" deep x 25 LF in length)
8. Resurface the public side vertical surface with a new plastic laminate (appx. 42" tall x 25' long)
9. Resurface the employee side lower countertop (24" deep x 25' long) and up the vertical riser back (12" tall x 25' long)
10. Install conduit to hide existing cables/wires. Paint same color as walls and/or ceiling.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The bidder agrees that if this bid is accepted, to contract with the Town of Valdeese in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the Town, at the prices and amounts shown.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the Town of Valdeese forces working on this project to the fullest extent possible.

The Town of Valdeese reserves the right to deduct items above as deemed in the best interest of the Town. The Bidder further proposed and agrees hereby to commence work under his contract on a date to be specified in a written order of the Designer.

BONDING

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the Town. Bids submitted without the required Bid Bond will not be considered. The Town may annul the award of contract and bid deposits or bonds shall be retained by the Town if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

The Town reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the Town.

Do not include Federal tax or NC State and local sales or use taxes in your bid. The Town of Valdeese is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The below bid amount includes all specifications and addendums.

Acknowledge Addendum # <u>1</u>	Date <u>Rec. 8/11/2022</u>
Acknowledge Addendum # <u>2</u>	Date <u>Rec. 9/2/2022</u>
Acknowledge Addendum # <u>3</u>	Date <u>Rec. 9/9/2022</u>
Acknowledge Addendum # <u>4</u>	Date <u>Rec. 9/13/2022</u>

LUMP SUM PRICE to provide a turn-key project.

\$ 587,921 .00 (numeric)

\$ Five Hundred Eighty Seven thousand Nine hundred (written)
twenty one

If a separate spreadsheet or other list showing unit price was used,
 please attach as an independent document.

Bid shall not be qualified with any statements on the bid forms or by separate attachment.

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TOWN of VALDESE
Invitation to Bid and Contract

Bid Number:

Valdese Community Center Renovations

22-100

Acceptance and entry into this Agreement by and on behalf of the Town of Valdese is made this

_____ day of _____, 20____.

TOWN OF VALDESE,
A North Carolina Municipal Corporation

(SEAL)

Seth Eckard, Town Manager

Attest:

Jessica Lail, Town Clerk

This document has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bo Weichel, CFO

**TOWN OF VALDESE
E-VERIFY EMPLOYER COMPLIANCE STATEMENT**

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that 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. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the Town of Valdese.

Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

Employer acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.

Employer will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

Below check with the type of employer and complete the information.

A) Employer with less than 25 employees, not required to use E-verify: _____

Company Name

Signature and Title

Date

OR:

B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:

Yes, we comply: ✓

Moss-Marlow Building Co., Inc.

Company Name

Carol P. Fox Corp. Sec

Signature and Title

9/15/2022

Date

NORTH CAROLINA PROPOSAL BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, That we, **Moss-Marlow Building Co., Inc.**

as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation of the State of Connecticut, as Surety, which is duly licensed to act as Surety in North Carolina, are held and firmly bound unto **Town of Valdese**

as Obligee, in the sum of **Five Percent of Bid** Dollars (\$ **5%**),

lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this **16th** day of **September, 2022.**

WHEREAS, the said Principal is herewith submitting proposal for **Valdese Community Center Renovations**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

Moss-Marlow Building Co. Inc.

By: Tracey Setzer

TRACEY SETZER

(Name &

Title) V.P. Commercial Operations Seal

Carol P. Top
Witness Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: David W. Neal

David W. Neal / (Attorney-in-Fact)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David W. Neal** of **HICKORY North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

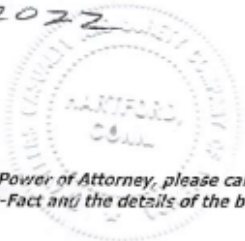
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **September, 2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Councilwoman Hildebran made a motion to approve to award the contract to Moss-Marlow Construction in the amount of \$587,921, seconded by Councilwoman Lowman. The vote was unanimous.

CAPITAL PROJECT ORDINANCE: Assistant Town Manager/CFO Bo Weichel presented the Capital Project Ordinance for the Valdese Community Center Renovations. Mr. Weichel explained that a \$29,396

contingency amount is included for anything that comes up that would need to be addressed during the renovations. Mr. Weichel shared that five percent is the standard used for contingency.

**TOWN OF VALDESE
COMMUNITY CENTER RENOVATIONS
CAPITAL PROJECT ORDINANCE**

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is the Community Center Renovations. Project proposes repairs and upgrades to select areas on the main and lower levels including but not limited to restrooms, showers, and lobby areas. The project is to be financed by Town funds.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Town Funds	\$ 617,317	39.3970.000
	<u>\$ 617,317</u>	

Section 4. The following amounts are appropriated for the project:

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Renovations	\$ 587,921	39.6200.150
Contingency	29,396	39.6200.900
	<u>\$ 617,317</u>	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 3rd day of October 2022.

Charles Watts, Mayor

Jessica Lail, Town Clerk

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

APPROVED OFFER TO PURCHASE TOWN OWNED PROPERTY – PINEBURR MILL: Assistant Town Manager/CFO Bo Weichel shared that the Town received an offer to purchase the Pineburr Mill property and the parking lot across the street, which is a little over four acres of property. Councilwoman Lowman asked if the parking lot would not need to be used for the proposed Public Safety Building. Mr. Weichel said it was not in any of the Public Safety plans.

RESOLUTION AUTHORIZING UPSET BID PROCESS

(Sale of 3.426 Acres at 408 Pineburr Ave SE, Valdese, NC)

And

(Sale of 0.40 Acres at 409 Pineburr Ave SE, Valdese, NC)

WHEREAS, the Town of Valdese owns certain property located at 408 and 409 Pineburr Avenue SE, Valdese, NC, which is described as follows:

408 Pineburr Avenue, SE, Valdese, NC

DEED REF: Book 2540, Page 374, Burke County Public Registry

REID NO.: 33227

PIN NO.: 2743038327

409 Pineburr Avenue, SE, Valdese, NC

(Parking Lot)

DEED REF: Book 2540, Page 371, Burke County Public Registry

REID NO.: 30873

PIN NO.: 2743037173

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

WHEREAS, the town has received an offer to purchase the property described above, in the amount of \$30,000.00, submitted by WC Erwin or assigns; and

WHEREAS, WC Erwin or assigns has paid the required five percent (5%) deposit of his offer.

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

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

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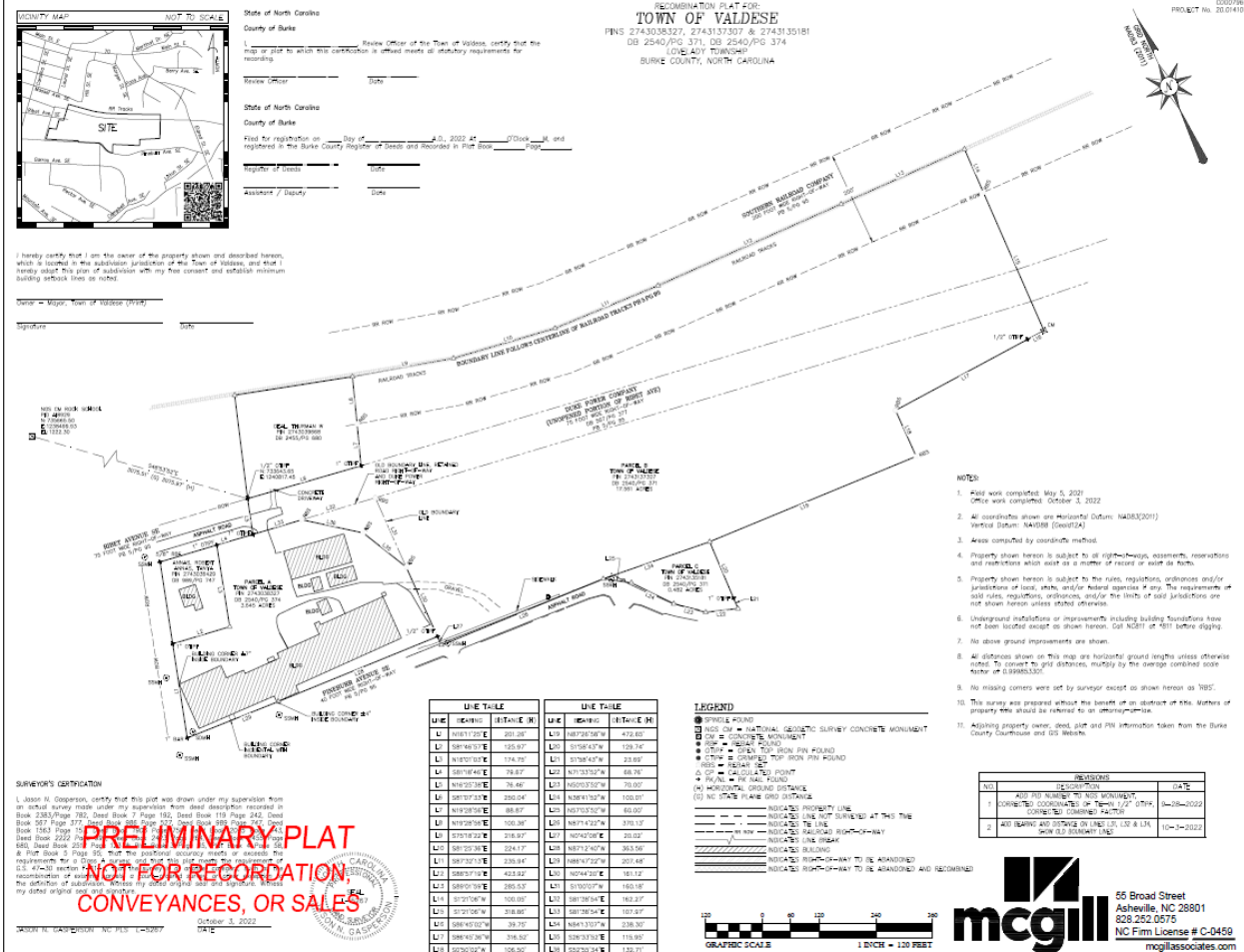
2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their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

THIS RESOLUTION IS ADOPTED OCTOBER 3rd, 2022.

/s/ Charles Watts, Mayor

ATTEST: /s/ Town Clerk

Mr. Weichel shared that one modification had been made to the plat that angles the lot lines, allowing fire trucks to access the Public Safety building off Ribet Ave. Mr. Weichel explained that the Burke County GIS website does not show that currently, but it will be updated. Mr. Weichel shared that the person that made the offer is aware of this. Councilwoman Hildebran shared that WC Erwin made the offer, and they have proposed to develop the property for residential use. Town Manager Seth Eckard reminded Council that the original Public Safety building project proposal included demolishing the Mill at the cost of \$450,000. Mr. Eckard shared that by depositing this property through the upset bid process, we would save the cost of demolition and get money for the purchase. In return, hopefully, the property will be turned into much-needed market-rate housing. Mr. Weichel shared that this Resolution will allow staff to start the upset bid process and explained the process. Councilwoman Hildebran asked if this would involve any rezoning or if we needed to notify any property owners. Mr. Eckard said no.



Councilwoman Lowman made a motion to adopt the aforementioned resolution authorizing the upset bid process with the intent to sell the parcels, seconded by Councilman Mears. The vote was unanimous.

BUDGET AMENDMENT: Water Resources Director Greg Padgett shared that there was a power outage at the Water Plant on September 11, 2022, that resulted in a failure at the raw water pump station that pulls from the lake. After some investigation, Mr. Padgett shared that they lost 4,160 volt that was put in in 1975. Mr. Padgett said three lines need to be replaced, a total of 4,500 feet. The maintenance and repair equipment totals \$225,000. Mr. Padgett stated at this point, they do not have an answer as to why it failed. Councilman Mears asked if insurance would cover any of the expenses. Mr. Padgett said the insurance adjuster did come out onsite and said it did not cover the failure, but he was going to go back to the underwriter and see if there was anything, they could do. Councilman Mears asked that we get a letter of explanation from the insurance company as to why it would be denied. Mayor Watts thanked the staff for the emergency work they have put into this to endure that the Town did not run out of water.

Assistant Town Manager/CFO Bo Weichel presented an updated Budget Amendment from what was in the agenda packet. Mr. Weichel shared that the money would come from a capital reserve account and utility fund balance for the emergency repairs.

Valdese Town Council Meeting

Monday, October 3, 2022

Budget Amendment #

4

Subject:

Water Plant emergency electrical repairs

Description:

On September 11th there was an underground failure from the switch gear to the raw water pumping station powering three of four raw water pumps.
This amendment pays for the material and labor of repairs, generator rental, and fuel to power the generator.

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, 2023:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserves		218,548
30.3990.000	Utility Fund Balance Appropriated		6,452
Total		\$0	\$225,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.160	Maint & Repair Equipment	225,000	
Total		\$225,000	\$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 Budget Amendment, seconded by Councilwoman Lowman. The vote was unanimous.

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

Bluegrass at the Rock: Illrd Tyme Out, October 8, 2022, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.

Coffee with the Chief, Thursday, October 13, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room

Old Colony Players Presents: SWEENEY TODD, October 14-15, 20-22, 27-29, 2022, 7:30 p.m. at the Fred B. Cranford Amphitheatre.

Treats in the Streets, Monday, October 31, 2022, 4:00-6:00 p.m.

Bluegrass at the Rock: Appalachian Road Show, November 5, 2022, at 7:30 p.m. Visit www.townofvaldese.com for ticket information.

MAYOR AND COUNCIL COMMENTS: Councilman Mears asked the Town Manager to explain what was happening on Main Street with the replacement of the handicap ramps. Mr. Eckard explained that this is not anything that the Town has control over or paying for. Mr. Eckard shared that it is a repeated NCDOT project where they are trying to make the access to the sidewalks handicap assessable.

Councilwoman Lowman asked for an update on the pool heater. Parks and Recreation Director David Andersen said that the units are onsite, but he is dealing with the fallout of a miscommunication between

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the contractors putting in the unit and the one providing the gas and electrical. Mr. Andersen apologized for the delay and assured Council that he was working diligently to get the pool heated.

Mayor Watts reminded everyone that October is Cancer Awareness month and to remember those affected. Mayor Watts completed staff service awards recognition for October and said out of four employees combined, there was 72 years of service.

ADJOURNMENT: At 8:08 p.m., there being no further business to come before Council, Councilwoman Lowman made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, November 7, 2022.

Town Clerk

Mayor

jl