

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, April 12, 2021
6:00 P.M.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**

4. Informational Items:

- A. Communication Notes
- B. Reading Material

5. Open Forum/Public Comment

6. Consent Agenda

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

- A. Approval of Regular Meeting Minutes of March 1st, 2021
- B. Approval of Budget Retreat Minutes of March 23rd, 2021
- C. Spring Litter Sweep, April 10-24, 2021
- D. Approval of Ordinance Declaring Road Closures for the Town of Valdese Annual Events
- E. Request from Waldensian Style Wines to Sell Wine at Annual Events
- F. Request from Old Colony Players to Sell Beer at Annual Events

7. New Business

- A. Introduction of New Employees
- B. Presentation & Approval of Ordinance to Demolish Primary Structure (909 Main St)
- C. Tentative Award Contract – MCC Project
- D. Offer & Acceptance of Funds for MCC Project
- E. Approval of Engineering Contract for Cline Ave Basin & Pump Station Upgrades
- F. Industrial Arts Building Discussion
- G. Resolution Repealing Section 2-2010 of the Town Ordinances(Appointment of Town Clerk)
- H. Update to Salary & Position Grade Schedule(Code Enforcement/Animal Control Officer)
- I. Capital Reserve Ordinance - American Rescue Plan
- J. Capital Project Budget Ordinance - Cline Ave. Basin & Pump Station Upgrades
- K. Capital Project Ordinance Amendments

8. Manager's Report

- A. Town Council & Staff Spring Litter Sweep volunteer day is scheduled for Saturday, April 17, 2021, 9:00 am – 12:00 noon. A rain date is scheduled for Saturday, April 24, 2021, 9:00am – 12:00 noon.
- B. Town Council Budget Workshop Dinner Meeting, Monday, April 19, 2021, Old Rock School, Waldensian Room, 6:00 p.m.
- C. Old Colony Players Presents: The Wizard of Oz, April 23-24, 29-30, 2021 & May 1, 6-8, 2021 at the Fred B. Cranford Amphitheatre, visit oldcolonyplayers.com for tickets.

D. Next Council meeting scheduled for Monday, May 3, 2021, 6:00 p.m.

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: April 9, 2021

Subject: Monday, April 12, 2021 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of March 1, 2021

B. Approval of Budget Retreat Minutes of March 23, 2021

C. Spring Litter Sweep, April 10-24, 2021

Enclosed in the agenda packet is information from Valdese Public Works & NC Department of Transportation regarding the Biannual Cleanup Drive to be held April 10-24, 2021.

D. Approval of Ordinance Declaring Road Closures for the Town of Valdese Annual Events

Enclosed in the agenda packet is a request to close part of US 70/Main Street in Valdese for the Independence Day Celebration, Annual Waldensian Festival Events, Treats in the Streets, and Annual Christmas Parade. Actual dates and times are listed in the agenda packet.

E. Request from Waldensian Style Wines to Sell Wine at Annual Events

Enclosed in the agenda packet is a request from Waldensian Styles Wines to sell wine at the Craft Market event on May 22, 2021, from 9:00 a.m. to 4:00 p.m., Independence Day Celebration on July 2, 2021, from 5:00 p.m. until 11:00 p.m., and the 46th Annual Waldensian Festival events on August 13 & 14, 2021.

F. Request from Old Colony Players to Sell Beer at Annual Events

Enclosed in the agenda packet is a request from Old Colony Players to sell beer at the Family Friday nights summer concert series kickoff on May 28, 2021, from 6:00 p.m. to 10:00 p.m., Independence Day Celebration on July 1, 2021, from 5:00 p.m. to 11:00 p.m., and Family Friday nights summer concert series finale on September 3, 2021, from 6:00 p.m. – 10:00 p.m.

7. New Business

A. Introduction of New Employees

Due to COVID-19, staff has not been able to introduce new employees to Council. Over the next several Council meetings, a Department Head will introduce new hires.

B. Presentation & Approval of Ordinance to Demolish the Primary Structure (909 Main St.)

WPCOG Code Enforcement Officer, Todd Justice will be at the meeting to present an update on the property located at 909 Main St., Valdese. Mr. Justice will also be presenting Council with an Ordinance directing the Code Enforcement Officer to remove or demolish the property described as unfit for human habitation and directing that a notice be placed that it may not be occupied. Two bids were received for the demolition of the main house. The lowest bidder was Blackburn Grading, in the amount of \$25,000.00, the other bid was Dickinson Hauling & Grading, in the amount of \$28,000.00.

Requested Action: WPCOG Code Enforcement Officer, Todd Justice recommends Council approve the Ordinance to remove or demolish the main house located 909 Main St., Valdese as presented.

C. Tentative Award Contract – MCC Project

Enclosed in the agenda packet is a letter from R.J. Mozeley, McGill Associates, P.A., a certified bid tabulation, a memo of negotiation, and a Resolution for the Water Treatment Plant Upgrade MCC Replacements Project Raw and Finished Water Pumping MCC Replacements. Staff is recommending the bid be tentatively awarded to the lowest bidder, Smart Electric Company, Inc., in the amount of \$839,400, which was reduced to \$789,957 in negotiation. (Other bids: Connelly Springs Electric, Inc. - \$848,195, Lake Electric Company, Inc., - \$962,637, Page Power Systems, Inc. - \$979,471 and ITAC - \$1,012,783) Public Services Director Greg Padgett will be at the meeting to discuss.

Requested Action: Staff recommends that Council tentatively award the bid to the lowest bidder, Smart Electric Company, Inc., in the amount of \$789,957, contingent upon approval by NCDEQ-DWI.

D. Offer & Acceptance of Funds for MCC Project

Enclosed in the agenda packet is a memo from Public Services Director Greg Padgett, Funding Offer & Acceptance award from the NCDEQ-DWI, and a Resolution. The Town of Valdese was approved for a State Reserve Loan in the amount of \$884,022. The total amount of the funding offer is \$1,094,714 with \$20,840 in estimated closing fees. This funding is for the Water Plant Upgrades MCC Raw & Finish Water Replacement project. Greg Padgett will be at the meeting to discuss.

Requested Action: Staff recommends that Council approve the Resolution to accept the State's funds for the Water Plant MCC project, as presented.

E. Approval of Engineering Contract for Cline Ave. Basin & Pump Station Upgrades

Enclosed in the agenda packet is an agreement for engineering services with McGill Associates, P.A., for services related to the Cline Ave. Basin & Pump Station upgrades. The project proposes to replace approximately 2,200 LF of 8" gravity sewer lines and associated gravity sewer manholes beginning at the existing Cline Ave. Pump Station and extending upstream to Milton Ave.

Requested Action: Staff recommends that Council authorize Town Manager Seth Eckard to execute this agreement, as presented.

F. Industrial Arts Building Discussion

Public Services Director Greg Padgett will discuss the option to demolish the Industrial Arts Building. This would include backfilling the property with dirt creating a slop from the football field side sown to the parking lot. Mr. Padgett will present bids at the Council meeting.

G. Resolution Repealing Section 2-2010 of the Town Ordinance(Appointment of Town Clerk)

Enclosed in the agenda packet is a Resolution repealing section 2-2010, Town Clerk's appointment, of the Code of Ordinances. The Resolution will allow the Town Manager to appoint the Town Clerk as opposed to the Town Council. Town Manager Seth Eckard will present the Resolution.

Requested Action: Staff requests Council approve the Resolution repealing section 2-2010 of the Town Ordinance as presented.

H. Update to Salary & Position Grade Schedule (Code Enforcement/Animal Control)

Enclosed in the agenda packet is the proposed updated Salary & Position Grade schedule for the Town of Valdese. Chief of Police Jack Moss will request a new position, Code Enforcement/Animal Control Officer. Chief Moss will be at the meeting to present the details of the new position.

Requested Action: Staff requests Council approve the updated Salary & Position Grade Schedule with a new position, Code Enforcement/Animal Control Officer as presented.

I. Capital Reserve Ordinance – American Rescue Plan

Enclosed in the agenda packet is a Capital Reserve Ordinance for the American Rescue Plan. The purpose of this reserve fund is to recognize and distribute funding from the American Rescue Plan according to the US Department of Treasury guidelines on eligible items. The total estimated amount at this time for Valdese is \$1,290,000. The deadline for spending money will be on December 31, 2024. Mr. Weichel will be at the meeting to present.

Requested Action: Staff recommends that Council approve the Capital Reserve Ordinance for the American Rescue Plan as presented.

J. Capital Project Budget Ordinance – Cline Ave. Basin & Pump Station Upgrades

Enclosed in the agenda packet is a Capital Project Budget Ordinance for the Cline Ave. Basin & Pump Station upgrades. This project proposes the replacement of aged pipelines, manholes, and aged pump station. The project is to be financed by the Division of Water Infrastructure SRP loan of a 1.10% interest rate. Mr. Weichel will be at the meeting to present.

Requested Action: Staff recommends that Council approve the Capital Project Budget Ordinance for the Cline Ave. Basin & Pump Station upgrades as presented.

K. Capital Project Ordinance Amendments

Enclosed in the agenda packet are two Capital Project Ordinance Amendments prepared by Finance Director Bo Weichel. These amendments will move funds to appropriate accounts. Mr. Weichel will be at the meeting to present.

Requested Action: Staff recommends that Council approve both Capital Project Ordinance Amendments as presented.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**FEBRUARY 1st-28th, 2021**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF FEBRUARY, 2021. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>MONTHLY TOTAL</u>
STATION DUTY	137 HOURS
VEHICLE DUTY	77 HOURS
EQUIPMENT DUTY	69 HOURS
EMERGENCY RESPONSES (ON DUTY)	26 HOURS
TRAINING (ON DUTY)	216 HOURS
FIRE ADMINISTRATION	211 HOURS
TRAINING ADMINISTRATION	8 HOURS
MEETINGS	20 HOURS
FIRE PREVENTION ADMINISTRATION	16 HOURS
FIRE PREVENTION INSPECTIONS	9 HOURS

<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	0	0
BUSINESS	0	0
DAYCARE	0	0
FACTORY	3	15
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	0	0
RESIDENTIAL	0	0
FOSTER HOMES	0	0
UTILITY/MISC	0	0
REINSPECTIONS	3	4
TOTAL:	6	19

PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	0 HOURS
SAFETY ADMINISTRATION	29 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	0 HOURS
EXTRA DUTY FIRES	11 HOURS
NON-DEPARTMENTAL DUTIES	3 HOURS
EXTRA DUTY TRAINING	33 HOURS
EXTRA DUTY FIRE/MED STANDBY	4 HOURS
PHYSICAL TRAINING	3 HOURS
EXTRA DUTY MEDICAL RESPONSES	14 HOURS
VOLUNTEER FIREFIGHTER TRAINING	103 HOURS
TOTAL TRAINING MANHOURS:	345 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	3
MUTUAL AID TO STATION 63	1
MUTUAL AID TO STATION 66	0
ELECTRICAL HAZARD	1
STRUCTURE FIRE	0
SMOKE/GAS ODOR	0
GAS LEAK	0
SERVICE CALLS	1
VEHICLE FIRE	0
STANDBY	<u>1</u>
	7
<u>MEDICAL:</u>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	1
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	1
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	2
CHOKING	0
CODE BLUE	1
DIABETIC	0
DOA	1
FAINTING	0
FALL	4
GUNSHOT	0
LACERATION/HEMORRAGE	1
OTHER	3
OVERDOSE/INTOXICATED	2
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	0
SEIZURE	1
SICK	2
STABBING	1
STROKE	1
TRAUMATIC INJURY	1
UNCONSCIOUS	<u>2</u>
	26
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	<u>0</u>
	0
<u>TOTAL RESPONSES:</u>	<u>33</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

Town of Valdese Personnel Report

<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>				
<i>New Hires</i>				
Zachary Absher	Utility Field Tech		Public Works	3/1/2021
Terry Stillwell	Plant Maintenance Mechanic		Wastewater	3/15/2021
Eric Waycaster	Street Maintenance Worker		Public Works	3/22/2021
Brett Crump	Parks & Rec Maintenance Worker		Parks & Rec	3/25/2021
<i>Transfers</i>				

CODE ENFORCEMENT ACTIONS TRACKER

March, 2021

CEO Todd Justice, 828-485-4264, todd.justice@wpcog.org

Address	Mailed NOV/Order/Citation		Category	Violation	Current Status	Latest Activity/Date	Next Suspense
909 W. Main St	14OCT20/7DEC20		Min Housing	Unsecured/Unsafe	Order to Demo	8MAR21 Deadline	15APR21 Council Mtg
808 Colonial St	26FEB20/21OCT20/17MAR21		Nuisance	Junk and Debris	Cited	29MAR21	
808 Colonial St	26FEB20/21OCT20		AJNMV	Junk Vehicles (3)	Pending Tow	16MAR21	23MAR21
1436 E. Main St	7OCT20/29MAR21		Nuisance	Junk and Debris	Order to Remove	29MAR21	10APR21
405 Laurel St NE	8FEB21		Nuisance	Junk and Debris	Resolved	8FEB21	
405 Laurel St NE	8FEB21		AJNMV	Junk Vehicle (1)	Resolved	22MAR21	
708 Church St	8FEB21		Nuisance	Junk and Debris	Resolved	22MAR21	
305 Morganton St	8FEB21		Nuisance	Junk and Debris	Resolved	22MAR21	
300 Church St	23FEB21/17MAR21		Min Housing	Unsafe	Order to Repair	17MAR21	18JUN21
305 Morganton St	23FEB21/29MAR21		AJNMV	Junk Vehicle (1)	Order to Remove	29MAR21	9APR21
3286 Holly Hills Ave	8MAR21/30MAR21		Non Res Building	Unsafe	Order to Demo	30MAR21	30JUN21
821 Rostan St	18MAR21		AJNMV	Junk Vehicle (1)	Mailed NOV	18MAR21	22APR21
108 Massel Ave	18MAR21		Nuisance	Trash and Waste	Mailed NOV	18MAR21	8APR21
			Resolved/Abated	NOV = Notice of Violation			
			Owner Notified, proceeding	Order = Order to Remove, Repair or Demolish			
			New violation	Citation = usually \$50 a day for 15 days			

CODE ENFORCEMENT ACTIONS TRACKER

New Violations For March, 2021

CEO Todd Justice, 828-485-4264, todd.justice@wpcog.org

300 Church St – Min Housing



305 Morganton - AJNMV



CODE ENFORCEMENT ACTIONS TRACKER

New Violations For March, 2021

CEO Todd Justice, 828-485-4264, todd.justice@wpcog.org

3286 Holly Hills – Non Res Building



821 Rostan St – AJNMV



CODE ENFORCEMENT ACTIONS TRACKER

New Violations For March, 2021

CEO Todd Justice, 828-485-4264, todd.justice@wpcog.org

108 Massel Ave – Nuisance



Memorandum

TO: John “Chip” Black, Mayor
Valdese Town Council

FROM: Larry Johnson, Planning Director

DATE: April 7, 2021

SUBJECT: Planning Board Recommendation
Food Trucks

Town Council requested a recommendation from the Planning Board on Food Trucks’ operation with the corporate limits. Included in your reading material is the Board’s recommendation. The Planning Board is recommending allowing Food Trucks citing the promotion of a diversified economy and the support of employment opportunities. The Board’s recommendations are presented in the form of an ordinance.

During your review of the Valdese Food Truck Ordinance, please note the recommended ordinance provisions relate to *food trucks used for the sale of food to the **general public***. These ordinance provisions will not apply to Town of Valdese sponsored events and festivals or private events where food is not sold to the public.

Food Trucks will be prohibited from operating within any public street right-of-way, sidewalks, or on town-owned property. The operation will be only permitted on privately owned non-residential properties, with the property owner’s permission. A food truck may not operate on a vacant lot. The Town Manager reserves the right to suspend food truck permits during town-sponsored events temporarily.

Finally, the provisions to address any public safety and nuisance prevention include:

- Requiring approval to operate from the health department.
- Requiring the operator to provide sufficient trash receptacles.
- Limiting the hours of operation.
- Requiring the operator to call liability insurance.

If you have questions or comments, please contact me.

TOWN OF VALDESE FOOD TRUCK ORDINANCE

Sec. _____. Findings and Intent.

- A. The town council of the Town of Valdese finds that allowing food truck businesses to operate in Valdese would promote diversification of the Town's economy and provide employment opportunities.
- B. Food Truck businesses bring benefits to communities, but they also bring unique regulation challenges.
- C. North Carolina General Statute 160A-74 grants towns the power by ordinance to define, prohibit, and regulate acts, omissions, or conditions detrimental to the health, safety, and welfare of its citizens.

Sec. _____. Definitions. The following definitions apply to this Article:

- A. Food Truck: A readily movable trailer or motorized wheeled vehicle that is temporarily used for the sale of food to the general public.
- B. Permit Fee: A fee assessed to cover the cost of regulating food truck activity.

Sec. _____. Authorized locations and location restrictions for food truck sales.

- A. Food trucks may conduct business only on privately owned non-residential property in the following zones: B-1 Central Business, B-2 General Business, O-I Industrial, and M-1 Manufacturing. Food trucks may be operated only with approval of the owner of the property on which the food truck is being operated, and the operator of the food truck must provide proof of this permission. Food truck operation is prohibited within the public street right of way and sidewalks or on town owned property.
- B. The property on which the food truck is operated must have a principal use. A food truck may not be operated on a vacant lot.
- C. The food truck shall not block drive aisles, other access to loading/service areas, or emergency access and fire lanes. The food truck must be positioned at least 10 feet away from fire hydrants, any fire department connection, driveway entrances, alleys, and handicapped parking spaces, and the food truck shall not interfere with access to buildings or with pedestrians or vehicle traffic.
- D. This article and its requirements, rights and privileges shall not apply in any respect to food trucks at any festival or other event sponsored by the town or to private events where food is not sold.
- E. No more than two (2) food trucks are allowed on a parcel at the same time.

- F. Food trucks must be positioned a minimum of 20 feet from any structure and must be spaced at least 20 feet from any other food truck on the property.

Sec. _____. Public Safety and Nuisance Prevention.

- A. Food truck operators shall provide documentation of approval from the health department.
- B. Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be in accordance with the State Building Code.
- C. A food truck operator shall not operate the food truck as a drive-in window.
- D. The food truck operator shall provide sufficient trash receptacles for its customers. Proper disposal of waste and trash associated with the operation of the food truck is the responsibility of the food truck operator and the owner of the property on which the food truck is being operated. Town of Valdese receptacles shall not be used for disposal of food truck waste and trash.
- E. Food truck hours of operation shall be between 8:00 a.m. and 10:00 p.m.
- F. No signage shall be allowed other than signs permanently attached to the food truck and a portable menu sign with no more than 20 square feet of display area. The portable menu sign must remain within a 10-foot radius of the food truck. Flag signs are not allowed.
- G. Food trucks may not remain onsite overnight.
- H. The food truck operator is required to general carry liability insurance in an amount of not less than \$500,000. The policy shall name the Town of Valdese as an additional insured. Proof of that insurance shall be attached to the permit application.
- I. No liquid, grease, or solid wastes may be discarded from the food truck. No waste may be disposed of in the town's storm drains, sanitary sewer system, or public streets.

Sec. _____. Permitting.

- A. A food truck operator will be subject to an annual permit fee that will be assessed to cover the costs associated with regulation of food truck businesses. The amount of the permit fee will be reviewed and adjusted as necessary on an annual basis.

- B. The town food truck permit and the county health permit must be displayed during the food truck's hours of operation. The property owner permission to operate shall be kept in the food truck and made available for inspection during the hours of operation.

Sec. _____. Suspension and Revocation of Permit.

- A. The permit issued for the food truck business may be revoked if the operator violates any of the provisions contained in this article.
- B. The town manager or the town manager's designee may revoke a food truck permit if he or she determines that the food truck operator's operations are causing parking, traffic congestion, or litter problems either on or off the property where the food truck is located or that the food truck operator's operations are otherwise creating a danger to the public health or safety.
- C. The town manager reserves the right to temporarily suspend food truck permits during times of town sponsored events.

Sec. _____. Penalties and enforcement.

- A. Any violation of this article shall constitute a civil violation and subject the violator to a civil penalty in the amount of fifty dollars (\$50.00). Each day that a violation continues uncorrected shall constitute a separate violation. In addition, these violations subject the operator to permit revocation as outlined in this article.
- B. The town manager and the town manager's designee(s) are authorized to determine the existence of the violations and to assess the civil penalties established by this article by issuing a citation to the person determined to be in violation. Any citation shall state the nature of the violation.
- C. Any penalty not paid within thirty (30) days assessment may be recovered by the town in a civil action in the nature of the debt. In addition to the penalties and remedies provided by this section, the town manager may institute any appropriate action or proceedings to prevent, restrain, correct, or abate a violation of this article.

March 1, 2021, MB#31

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
MARCH 1, 2021**

The Town of Valdese Town Council met electronically via Zoom on Monday, March 1, 2021, at 6:00 p.m. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Deputy Town Clerk Jessica Lail, and various department heads.

Absent: None.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m.

OPEN FORUM/PUBLIC COMMENT:

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF FEBRUARY 1, 2021

APPROVED SUNDAY, APRIL 11, 2021 AS TAX LIEN ADVERTISING DATE FOR REAL PROPERTY

APPROVED RENEWAL OF LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DR. KYLE BARNES: Lease agreement with Dr. Kyle Barnes for rental space at the Old Rock School, in the amount of \$50.00 per month.

APPROVED REAPPOINTMENT TO VALDESE ABC BOARD: WT Sorrell III was reappointed to the Valdese ABC Board for a second, full three-year-term which expires April 1, 2024.

APPROVED REQUEST TO SELL WINE AT APRIL CRAFT MARKET: Waldensian Style Wines will be selling wine at the April Craft Market on April 10, 2021.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

ARBOR DAY PROCLAMATION: Mayor Black presented the following proclamation:

ARBOR DAY 2021 PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2021 is the 149th Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut our heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

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WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town of Valdese has received the prestigious Tree City USA award for the past 32 years.

NOW, THEREFORE, I, John F. Black, Jr., Mayor of the Town of Valdese, North Carolina, do hereby proclaim Friday, March 20, 2021, as the 149th Anniversary celebration of; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This 1st day of March, 2021.

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

Mayor Black shared that a tree had been planted at the Valdese Town Hall to celebrate Arbor Day.

APPROVED REQUEST FOR FUNDS FOR WATERLINE REPLACEMENT – RODORET: Public Service Director Greg Padgett explained that during the replacement of the current waterline project on Main Street, it was discovered that an additional area of aged and galvanized water line needed to be replaced on Rodoret Street. Mr. Padgett shared that the additional funds required would be in the amount of \$41,894.00 as a change order with the Main Street waterline project.

Councilman Ogle made a motion to approve the additional funds in the amount of \$41,894.00, seconded by Councilman Thompson. The vote was unanimous.

APPROVED RESOLUTION AUTHORIZING THE USE OF SIGNATURE STAMPS: Finance Director Bo Weichel presented the following resolution:

TOWN of VALDESE

RESOLUTION

Authorizing the Use of Signature Stamps

WHEREAS, G.S. 159-28.1 states that the governing board may provide by appropriate resolution for the use of signature stamps or other similar devices in signing checks or drafts, and the Town Council desires to authorize the use of those devices; and

WHEREAS, G.S. 159-28.1 also states that the governing board shall charge the finance officer or some other bonded officer or employee with the custody of the necessary signature stamps and other devices and that that person and the sureties on his official bond are liable for any illegal, improper, or unauthorized use of them;

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

Section 1. The use of signature stamps and similar devices by the Town Manager and Finance Director are authorized for use in the signing of checks, drafts, purchase orders, and pre-audits.

Section 2. The finance officer is charged with the custody of the necessary signature stamps and similar devices, and the finance officer and the sureties on his official bond are liable for any legal, improper, or unauthorized use of them.

THE FOREGOING RESOLUTION IS ADOPTED THIS 1st DAY OF MARCH, 2021.

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

ATTEST:

/s/ Town Clerk

Mr. Weichel shared that the signature stamps would be locked up, and it would be a more convenient way to sign checks and purchase orders throughout the week. Mr. Weichel explained that signing checks require dual signatures. Councilwoman Hildebran asked if a Councilmember was not supposed to co-sign the checks. Mr. Weichel explained that Councilman Sweezy was co-signing until the COVID 19 pandemic

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began. Councilwoman Hildebran expressed her concern with two staff members signing the checks and feels that a Councilmember should be co-signing for the protection of our staff. Councilman Sweezy stated that he would resume signing checks this week.

Councilman Sweezy made a motion to approve the aforementioned resolution, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVED RESOLUTION AUTHORIZING THE USE OF ELECTRONIC PAYMENTS: Finance Director Bo Weichel presented the following resolution:

TOWN of VALDESE
RESOLUTION
Authorizing the Use of Electronic Payments

WHEREAS, it is the desire of the Town Council that the Town of Valdese is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Town Council, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Town Council, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

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

Section 1. Authorizes the Town of Valdese to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441.

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409.

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

Section 4. This resolution shall take effect immediately upon its passage.

THE FOREGOING RESOLUTION IS ADOPTED THIS 1st DAY OF MARCH, 2021.

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

ATTEST:
/s/ Town Clerk

Mr. Weichel explained passing this resolution will get us in line with the General Statutes.

Councilman Ogle made a motion to approve the aforementioned resolution, seconded by Councilman Thompson. The vote was unanimous.

APPROVED PURCHASE AGREEMENT FOR PINEBURR MILL PROPERTY: Finance Director Bo Weichel presented the following:

March 1, 2021, MB#31

OFFER TO PURCHASE AND CONTRACT

THE TOWN OF VALDESE (a North Carolina municipality) as Buyer, hereby offers to purchase and **PINEBURR 408, LLC** (a North Carolina limited liability corporation), as Seller, upon acceptance of said offer, agrees to sell and convey, all of the three (3) parcels of land described below, together with all buildings and improvements thereon, if any (referred to as "the Property"), upon the following terms and conditions:

1. PROPERTY: Located in Burke County, North Carolina, being a portion of the property known as the former Alba-Waldensian Pineburr facility, and more particularly described as follows:
Street Address: 650, 800 and 0 Pineburr Avenue SE, Valdese, North Carolina 28690
Parcel ID Number(s): 2743137307, 2743135181, and 2743037173

Deed Reference: A portion of property described in Deed Book 2383 Page 782, Burke County Registry. Reference is also made to Plat Book 5, Page 95, Burke County Registry.

Seller also agrees that all personal property belonging to the Seller, in or on the Property at the time of this Contract, shall be included in this sale.

2. PURCHASE PRICE: The purchase price is \$ ~~98,132.00~~ and shall be paid as follows:

(a) \$ ~~10,000.00~~ EARNEST MONEY DEPOSIT paid by certified check or wire transfer upon execution of this contract and held in Trust by Buyer's Attorney Mark Mitchell, Esq. to be applied as part payment of the Purchase Price of the Property at Closing or disbursed as agreed upon under the provisions of Section 8(b) herein.

(b) \$ ~~88,132.00~~ Remainder of the purchase price paid by certified check or wired funds due at closing.

3. CONDITIONS:

(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use or subdivision of the real property for Buyer's purposes.

(b) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(c) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(d) Title must be delivered at closing by SPECIAL WARRANTY DEED, and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year; utility easements, access easements, right of way and unviolated restrictive covenants; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis up until the date of Closing (b) all utilities shall be paid by Seller through date of Closing (c) any lease payments credited to Seller through date of Closing.

5. CLOSING EXPENSES: Seller shall pay for preparation of a deed, and for excise tax (revenue stamps) required by law. Buyer shall pay for any new survey of the property, any costs of property inspections or appraisals, and recording of the deed. Seller and Buyer will pay for their respective legal fees, if any.

6. EVIDENCE OF TITLE: Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, a copy of any title insurance policy, survey, and deed relating to the Property in possession of or available to Seller.

7. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer's title insurance company showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer and Buyer's title insurance company against all loss from any cause or claim arising therefrom.

8. PROPERTY INSPECTIONS:

(a) **Examination Period:** shall mean the period beginning on the first day after the Contract Date and extending through 11:59 pm sixty (60) days starting the day after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(b) **Property Inspection:** Seller agrees to use best efforts to deliver to Buyer copies of all studies, reports, surveys and other information currently in Seller's possession, if any. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, third party inspections to determine whether utilities, zoning, environmental matters, soil conditions, title and survey matters are suitable for Buyer's intended use. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

(c) **Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN AS IS/WHERE IS CONDITION.**

The Property is being conveyed by Seller in AS IS/WHERE IS condition without representation or warranty, express or implied, as to the condition thereof, the merchantability thereof or the fitness thereof for any particular use or purpose, and Seller is under no obligation to repair any portion of the Property.

9. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of inspection and/or evaluation of the Property. Buyer will hold Seller harmless for its actions or the actions of its employees or agents.

10. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before **Thirty (30) Days after the end of the Examination Period** at the office of Buyer's attorney, or as designated by Buyer. Seller may elect to close in escrow via overnight delivery of documents. The deed is to be made to Buyer or as directed by Buyer.

11. POSSESSION: Possession shall be delivered at Closing.

12. BROKER: Seller is represented by Robert J. Dunn with The Stump Corporation as Seller's Agent, and is the only Agent involved in the transaction. Seller shall be responsible to pay the commission due at Closing under the terms of a separate agreement with Seller's Agent.

13. ASSIGNMENT: Buyer may assign this contract only with the written consent of Seller, but if assigned, then this contract shall be binding on the assignee and his heirs and successors.

14. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

16. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below. This offer remains open for acceptance by Seller for five (5) days after the date signed by Buyer, and the offer shall terminate if it is not so accepted. Seller shall promptly return to Buyer a signed counterpart of this contract after Seller signs it.

March 1, 2021, MB#31

17. INDEMNITY: The Buyer indemnifies and holds harmless the Seller and the Seller's heirs, assigns, successors, employees, officers, agents or any related party to Seller, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from the operations or activities of Buyer subsequent to the closing date. The Buyer indemnifies and holds harmless the Seller and the Seller's heirs, assigns, successors, employees, officers, agents or any related party to Seller, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from any and all conditions of the Property existing at the closing date.

18. APPLICABLE LAW: This Agreement shall be construed under the laws of the State of North Carolina

Seller: **PINEBURR 408, LLC**

Buyer: **TOWN OF VALDESE**

By: _____ (SEAL)

Name: _____

Title: Member/Manager

Address: Susie Hamrick Jones

Gresham Orrison

Post Office Box 816

Morganton, NC 28680

Phone: 828-443-7076

hamrickjones@gmail.com

By: _____ (SEAL)

Name: _____

Title: _____

Address: Seth Eckerd, Manager

Town of Valdese

102 Massel Ave SW

Valdese, NC 28690

Phone: 828-879-2120

seckard@ci.valdese.nc.us

Date: _____, 2021

Date: _____, 2021

Mr. Weichel explained that this Purchase Agreement is for purchasing three parcels in the amount of \$92,132.00. Mr. Weichel shared that we have an examination period for property inspections sixty (60) days starting the day after the contract date. Town Manager Seth Eckard shared that we may consider not purchasing the property depending on what they find. Phase I of the environmental review has already started. Councilman Sweezy asked about the fourth lot on the property. Mr. Eckard explained that that would be in the form of a donation from the property owner. Town Attorney Marc Mitchell confirmed that the Town has sixty days to back out for any reason and increase the diligence period.

Councilman Ogle made a motion to approve the Purchase Agreement for the Alba-Waldensian Pineburr property, seconded by Councilman Sweezy. The vote was unanimous.

APPROVED CAPITAL PROJECT ORDINANCE – MCGALLIARD CREEK BRIDGE: Finance Director Bo Weichel presented the following:

**TOWN OF VALDESE
McGALLIARD CREEK BRIDGE
CAPITAL PROJECT BUDGET ORDINANCE**

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

Section 1. The project authorized is the McGalliard Creek Bridge. Project proposes a suspension pedestrian bridge to connect McGalliard Park and Valdese Lakeside Park. The project is to be financed by private donations.

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:

Source	Amount	Assigned Account Number
Donations - Rostan	\$ 51,000	33.3970.001

	\$ 51,000	
	=====	

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

Source	Amount	Assigned Account Number
Professional Services	\$ 43,000	33.6200.040
NCFMP Review Fee	8,000	33.6200.140

	\$ 51,000	
	591	

March 1, 2021, MB#31

=====

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 1st day of March, 2021.

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

ATTEST:

/s/ Town Clerk

Mr. Weichel reminded Council that this Capital Project Ordinance is for the bridge suspension at the Lakeside Park, and the funds for this come from private donations. This amount of \$51,000.00 is for the environmental study that has to be completed before moving forward with the bridge project.

Councilwoman Hildebran made a motion to approve the Capital Budget Ordinance in the amount of \$51,000.00, seconded by Councilwoman Stevenson. The vote was unanimous.

APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Capital Project Ordinance Amendments.

Valdese Town Council Meeting	Monday, March 1, 2021																		
Capital Project Ordinance Amendment # 3-34																			
Subject: Lakeside Park Phase I																			
Description:	To amend capital project ordinance Fund 34 The original CPO was approved at the November 4, 2019 meeting. This amendment recognizes a pledge of reimbursable funds from the NCDOT																		
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:																			
Amounts appropriated for capital projects are hereby amended as follows:																			
<table border="1"> <thead> <tr> <th>Account</th> <th>Description</th> <th>Increase/ Debit</th> <th>Decrease/ Credit</th> </tr> </thead> <tbody> <tr> <td>34.3970.003</td> <td>Donations</td> <td></td> <td>\$1,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td align="right" colspan="2">Total</td> <td>\$0</td> <td>\$1,000</td> </tr> </tbody> </table>				Account	Description	Increase/ Debit	Decrease/ Credit	34.3970.003	Donations		\$1,000					Total		\$0	\$1,000
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34.3970.003	Donations		\$1,000																
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Account	Description	Increase/ Debit	Decrease/ Credit																
34.3970.007	Grant-NCDOT	\$1,000																	
Total		\$1,000	\$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.																			

March 1, 2021, MB#31

Valdese Town Council Meeting

Monday, March 1, 2021

Capital Project Ordinance Amendment # 4-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Purchase of three parcels on Pineburr Avenue
Civil engineer services for site selection and due diligence
Phase I environmental testing and study

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.003	Future Loan		98,132
35.3480.003	Future Loan		20,000
Total		\$0	\$118,132

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.150	Land Acquisition		98,132
35.5300.041	Professional Services	20,000	
Total		\$118,132	\$0

Section II:

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

Councilwoman Hildebran made a motion to approve both aforementioned budget amendments, seconded by Councilwoman Stevenson. The vote was unanimous.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following Budget Amendments:

Valdese Town Council Meeting

Monday, March 1, 2021

Budget Amendment #

9

Subject: Rodoret Street 2" Waterline Replacement

Description: In conjunction with the Main St. Waterline Replacement project, this request removes approximately 450 linear feet of galvanized from service and replaces it with approximately 300 linear feet of PVC. (The goal is to have no galvanized in the system). This will include some sidewalk and asphalt removal and replacement.

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, 2020:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Fund Balance Appropriated		41,894
Total		\$0	\$41,894

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	41,894	
Total		\$41,894	\$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 Ogle made a motion to approve the aforementioned budget amendment, seconded by Councilman Thompson. The vote was unanimous.

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

March 1, 2021, MB#31

The Lucky Leprechaun Hunt is scheduled for Wednesday, March 10 – March 17, 2021. Participants will search for Leprechauns hidden around Valdese. Prizes can only be redeemed during the Old Rock School hours, Mon-Fri 8:00am – 5:00pm.

Town Council's Annual Budget Retreat is scheduled for Tuesday, March 23, 2021, 9:00 a.m. – 5:00 p.m. in the Waldensian Room at Old Rock School.

Town Offices will be closed on Friday, April 2, 2021 for the Easter Holiday.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle suggested that we do away with the WPCOG Code Enforcement contract due to all the violations around Town not being completed. Councilman Thompson agrees. Councilman Sweezy suggested that we wait until the budget meeting to discuss since we have a contract. Councilwoman Hildebran has been disappointed and agrees with the other Council members. Councilman Ogle suggests that the Town Manager tell WPCOG that we will not renew our contract next year. Mr. Eckard has already shared this with WPCOG.

Councilwoman Hildebran has a concern with the litter around Town. Councilman Sweezy shared that Friends of the Valdese Rec picked up litter last week. Mr. Eckard will meet with staff to come up with a strategy to help.

Mayor Black shared that he has made the decision not to run for Mayor at the November elections. Mayor Black hopes that our citizens, elected officials, and volunteers on our Boards will consider how they want to participate in our Municipal government.

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

The next meeting is a regularly scheduled meeting on Monday, April 12, 2021, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

March 23, 2021, MB#31

**TOWN OF VALDESE
ANNUAL COUNCIL/DEPARTMENT HEAD BUDGET RETREAT
TUESDAY, MARCH 23, 2021**

The Valdese Town Council met on Tuesday, March 23, 2021, 9:00 a.m., for the Annual Budget Retreat, Old Rock School, Waldensian Room, 400 Main Street West, Valdese, North Carolina. The following members were present: Mayor John F. “Chip” Black, Jr., Councilwoman Frances Hildebran, Councilman Keith Ogle, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy Sweezy. Also present: Town Manager Seth Eckard, Deputy Town Clerk Jessica Lail, and all Department Heads.

Absent: None

A quorum was present.

CALL TO ORDER At 9:00 a.m., Mayor Black opened the meeting and welcomed everyone.

APPROVED RESOLUTION OPPOSING SENATE BILL 288 Mayor Black presented the following Resolution:

RESOLUTION OPPOSING SENATE BILL 288

WHEREAS, the Town of Valdese has become aware, through telephone contacts from individuals not in the legislature, that a “local bill”, designated Senate Bill 288, has been filed in the North Carolina General Assembly by Senator Warren Daniel, who represents all of Burke County; and

WHEREAS, Senate Bill 288 would amend the Charter of the Town of Valdese and the Charters of most other municipalities in Burke County, and it would amend the statutory authority of the Burke County Board of Education, by moving local elections of those municipalities and elections for the Burke County Board of Education from odd-numbered years to even-numbered years, beginning in 2024; and

WHEREAS, neither before nor after filing the bill has Senator Daniel contacted any elected officials of the Town of Valdese to seek their opinions or input about the bill; and

WHEREAS, the Town Council is not aware of any public outcry or demand for a change in local election dates, whether through open meeting comments, correspondence, newspaper or radio reports, social media platforms or otherwise; and

WHEREAS, for reasons unknown to the Town Council, Senate Bill 288 does not apply to two other municipalities—Longview and Rhodhiss—both of which are located partly in Burke County, so that if this bill should become law, the Burke County Board of Elections would still be required to conduct elections in those two towns during odd-numbered years; and

WHEREAS, although Sen. Daniel represents a district that includes not only Burke County, but also Avery and Caldwell Counties, no bill has been filed to change the election schedule in any towns in those other two counties; and

WHEREAS, elections for the Town Council have been held during odd-numbered years for at least 40 years, and there have been no problems related to the conduct of those elections resulting from those elections having been held in odd-numbered years; and

WHEREAS, if non-partisan local elections were moved to even-numbered years, the inevitable result would be for the candidates for local offices to become overshadowed by partisan State and Federal election contests; and

WHEREAS, if local elections were moved to even-numbered years, candidates for those offices would face significantly higher costs when purchasing advertising and materials to support their campaigns because of the much greater demand for advertising and materials generated by the many better funded candidates for State and Federal offices; and

WHEREAS, the Town Council recognizes that it is already difficult to persuade qualified and capable people to run for local office, and the Town Council is concerned that moving Town elections to even-numbered years, concurrent with partisan State and Federal elections, would tend to discourage citizens from running for Town offices; and

March 23, 2021, MB#31

WHEREAS, those individuals elected to Town offices in 2019 and 2021 were elected to 4-year terms of office; and

WHEREAS, Senate Bill 288 would automatically extend the terms of those elected officials for one year in order to move to even-numbered year elections, so that the voters of the Town of Valdese would be forced to accept that those elected officials would serve terms longer than the people voted for; and

WHEREAS, the members of the Town Council believe that no local bill that directly and significantly changes the Town of Valdese's municipal elections should be adopted unless and until that bill gains support from this elected body; and

WHEREAS, this Town Council has never formally discussed moving the Town of Valdese's elections to even-numbered years, and the Town of Valdese has not requested such a move; and

WHEREAS, the Town Council desires that the Town of Valdese's elections remain in odd-numbered years, and that the terms of elected officials currently serving remain at the four years to which those officials were elected.

NOW, THEREFORE, for the reasons stated above, the Town Council of the Town of Valdese in the strongest terms opposes Senate Bill 288 and urges the General Assembly to reject this bill.

Adopted, this ____ day of March, 2021.

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

ATTEST:

/s/ Town Clerk

Councilwoman Hildebran expressed her disappointment with not being informed about this from Senator Daniel and being rushed through. Mayor Black shared the process of when a local bill is introduced and explained that if Senator Daniel can get Representative Hugh Blackwell to support it, it will pass.

Councilwoman Hildebran made a motion to approve the aforementioned resolution, seconded by Councilman Ogle. The vote was unanimous.

FINANCE DEPARTMENT Finance Director Bo Weichel provided an overview of the Town's fund balance, major revenues and projections, debt services, and budget challenges. Mr. Weichel shared that the total fund balance for last year was \$4,528,437 and reminded Council that this is the committed fund balance. The unassigned fund balance was in the amount of \$3,524,437, with a 73% fund balance percentage. Mr. Weichel feels that this is a healthy percentage and thanked everyone for their hard work. Mr. Weichel shared impacts for the New Year and explained one effect: the USDA annual reserve increase from \$16,112 to \$137,459. Mr. Weichel explained that we received unplanned revenues from COVID-19 funds and will see a decrease in revenues from the low numbers of Recreation Department memberships and canceled events due to COVID-19. Mr. Weichel shared that on the Water & Sewer side, the unrestricted balance was \$1,265,793 with 24% of expenditures and stated that we would need to keep an eye on percentages since it was a decrease from the prior year. Mr. Weichel went over the major revenue sources, and there was a brief discussion on the Recreation Membership numbers due to COVID-19. The general fund's operating debt ratio is 4.33%, and in the utility fund, debt is 7.83%. Mr. Weichel identified challenges for the upcoming year, with one being the increase of the Town portion of retirement moving from 10.23% to 11.43% that is state-mandated. Mr. Weichel ended the presentation by sharing the proposed ten-year Capital Improvement Plan.

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FUND BALANCE

PURPOSE OF FUND BALANCE

- PREVENT SHORT-TERM BORROWING
- RESERVE FOR EMERGENCIES, UNFORESEEN EVENTS, OR UNEXPECTED OPPORTUNITIES
- INCREASE AVAILABLE FUNDS FOR INVESTMENT
- AVOIDS LGC WARNING LETTERS
(WARNING WHEN FB IS LESS THAN 50% OF AVERAGE FOR SIMILAR SIZED NC UNITS)

GENERAL FUND

WHERE DID WE END LAST YEAR ON JUNE 30TH?

- TOTAL FUND BALANCE WAS \$ 4,528,437
- UNASSIGNED FUND BALANCE WAS \$ 3,524,437
- FUND BALANCE PERCENTAGE 73% OF EXPENDITURES
- INCREASE FROM PRIOR YEAR OF \$ 419,336 OR 13% OF EXPENDITURES

WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- USDA ANNUAL RESERVE INCREASE OF \$16,112 TO \$137,459 (COMMITTED)
- FUND BALANCE APPROPRIATIONS \$16,220 (RADAR SPEED SIGN & PARK REPAIRS)
- UNPLANNED REVENUE (COVID FUNDS, SALES TAX)
- UNREALIZED REVENUE (REC MEMBERSHIPS, EVENTS)

WATER & SEWER FUND

WHERE DID WE END LAST YEAR ON JUNE 30TH?

- UNRESTRICTED WAS \$ 1,265,793
- FUND BALANCE PERCENTAGE 24% OF EXPENDITURES
- DECREASE FROM PRIOR YEAR \$ 56,702 OR 3%

WHAT WILL IMPACT FUND BALANCE SO FAR THIS YEAR?

- CAPITAL ITEMS/PROJECTS APPROVED IN CIP MODEL (FEE/MATCHES) \$ 20,911
- FUND BALANCE APPROPRIATIONS \$ 89,734 (PINEBURR CULVERT, RODERET LINE)

REVENUES

DEBT

TOWN OF VALDESE
Major Revenue Sources (General Fund)

	Current Budget	Actuals (67% of Year)	% Collected	FY 21-22 Projection	Projected Increase (Decrease)
Current Ad Valorem Tax	2,047,557	2,018,184	98.6%	2,046,729	0.0%
Motor Vehicle Tax	162,000	128,502	79.3%	180,000	11.1%
Utility Franchise Tax	457,000	221,962	48.6%	457,000	0.0%
Powell Bill	144,500	135,606	93.8%	144,500	0.0%
Sales & Use Tax	1,064,476	879,321	82.6%	1,225,000	15.1%
Refuse Collection Fee	202,000	137,355	68.0%	202,000	0.0%
Recycle Fee	44,200	29,979	67.8%	44,200	0.0%
Recreation Memberships	176,250	27,404	15.5%	141,000	-20.0%

TOWN OF VALDESE
General Fund Debt

	Annual Payment	Balance Remaining	Years Remaining
Fire Engine (USDA)	26,908	80,724	3
Fire Ladder Truck (USDA)	52,761	896,937	17
Trucks & Equip-Street (BB&T)	was 53,743	paid off	-
Trucks & Equip-Street (new)	53,743	268,715	5
Town Hall (USDA)	88,878	2,666,340	30
Splash Park (USDA)	19,483	720,871	37
Patrol Vehicles (BB&T)	18,471	73,880	4
Total	260,244	4,707,467	
Operating Debt Ratio	4.33%		

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TOWN OF VALDESE			
Utility Fund Debt			
	Annual Payment	Balance Remaining	Years Remaining
Triple Community Water (TD Bank)	was 36,855	paid off	-
Inflow & Infiltration (SRF)	15,009	200,894	15
Waste Water Plant Upgrades (NCDENR)	was 154,115	paid off	-
Settings – Water & Sewer (USDA)	67,050	1,793,465	27
St Germaine Water Line (SRF)	8,626	155,259	18
Water Meter AMI (SRF)	84,952	1,699,039	20
2018 Water System Improvements (SRF)	23,327	443,220	19
Main St. Waterline Replacement (SRF)	85,444	1,708,886	20
Bleach Conversion-Water Plant (SRF)	35,920	718,398	20
2022 Vehicles (new)	25,600	128,000	5
IA Building Rehab	31,000	155,000	5
TOTAL	376,928	4,291,877	
Debt Ratio	7.83%		

2020 BUDGET CHALLENGES FOR VALDESE:

BUDGET CHALLENGES

- STATE MANDATED 1.20% INCREASE TOWN PORTION OF RETIREMENT (WILL BE 11.43%)
 - INCREASE OF \$26,231 EXPENSE IN **GENERAL FUND**
 - INCREASE OF \$13,497 EXPENSE IN **WATER SEWER FUND**
 - COLA? (2% = \$47,198 IN GENERAL & \$25,413 WATER SEWER)
 - HEALTH INSURANCE? EXPECTING 4% - 5% MORE FOR CURRENT BCBS PLAN.
 - COVID RECOVERY RATE UNKNOWN...FULL OPERATIONS FOR REVENUE/EXPENSE?
 - STANDARD PRICE INCREASES / CONSUMER PRICE INDEX INCREASES FROM VARIOUS VENDORS SUCH AS TRASH/RECYCLING, SOFTWARE/IT, SERVICES, & MATERIALS.
- EXPENSES INCREASE (OUT OF OUR CONTROL) > INCREASE OF REVENUE

POLICE DEPARTMENT Police Chief Jack Moss shared Police Department accomplishments for FY 20-21 and identified objectives for FY 2021-2022. Chief Moss shared with Council the idea of a new position in the Police Department. This new position would be a pro-active Code Enforcement/Animal Control Officer. Chief Moss feels that 70% of the position would go towards Code Enforcement and 30% would go towards Animal Control. Town Manager Seth Eckard explained to Council that we are two months away from renewing our Code Enforcement contract with the WPCOG, which would be a good time to transition. Mr. Eckard recommends not renewing the WPCOG Code Enforcement and the Planning Technical Assistance contract. That money would go towards the salary for the full-time new position. Mr. Eckard identified the pros for making this change. Mr. Eckard would like to open this position up to a non-sworn or a sworn officer. Chief Moss prefers a sworn officer. Councilman Ogle suggests hiring a full-time Code Enforcement officer without Animal Control, at first, which reports to the Planning Department. Finance Director Bo Weichel shared that we do not have a second vehicle in the budget to support a Code Enforcement position and Animal Control separately. Councilwoman Hildebran asked how taking the WPCOG Technical Assistants away from the Planning Department would affect the service. Planning Director Larry Johnson explained that we have always had a relationship with WPCOG and feels a need for Code Enforcement and supports taking away the Technical Assistance contract.

Budget Accomplishments 2020-2021

- Officer take-home patrol unit established for all officers.
- Stayed in the Top 10 safe cities.
- Initiated contract with Motorola to upgrade Police/Fire reporting and computer automated dispatch system.
- Purchased additional Mobile Data Computers (MDT's) for new patrol units.

Accomplishments Continued:

- The department is at full staff and has been working extremely hard to rid our community of drugs and crime.
- Responded to 2284 calls for service (2,449 for 2019-2020)
- Initiated 10,036 CAD reported incidents (13,592 for 2019-2020)
- Traffic accidents as reported were 107, from March 1, 2020, to February 14, 2021. The previous year was 129.

Budget needs 2021-2022:

- Animal Control/Code Enforcement has been asked to be moved under the supervision of the police department.
- This reallocated position will transition the employee from a reactive role to a proactive role.
- Breaking down the job duties regulates the Officer to spend an estimated 30% on animal control and 70% on code enforcement.
- These percentages will vary from year to year as many animal control concerns will be alleviated while on patrol.

Budget needs continued:

- The officer will not be used as a shift officer. The only outside duties will be town-sponsored events.
- I believe within a year this officer could alleviate most of the general complaints issued.
- I will need direction from the Council and Manager as to how stringent we will be in enforcing abatement of property and removal of items from a property in violation of city codes.
- Officer will be required to attend monthly council meetings to address any concerns council members have.

Accomplishments continued:

- Purchased new Traffic Radar for Laurel Rd.
- Initiated more community watch programs.
- Upgraded In-Car video systems.
- We have been fortunate that we have only had a few absentees due to the COVID 19 pandemic.
- We updated our two desktops and two laptops.

Accomplishments Continued:

- Issued 22 written warnings (68 last year) and gave 206 verbal warnings (354 last year).
- 176 arrests (239 last year)
- Issued 305 traffic citations (603 last year)
- This budget year has seen many challenges for our department. Our personnel have taken on more responsibilities and met these challenges head-on and will continue to improve our community's safety.

Budget needs continued:

- Proactive code enforcement will be the main focus of this position. (ex. Junk cars, lawn care issues, trash, general code violations)
- Considering the number of complaints in hand and new complaints issued, the officer will need time to prioritize the complaints and work towards solving the issues.
- The officer will work Monday – Friday, 8 am to 5 pm, with the ability to change his/her schedule as needed to fulfill their duties.

Budget needs continued:

- Officer will be required to submit a weekly log of animal and code enforcement actions along with any updates from previous weeks.
- The animal control vehicle, currently at Public Works, will be transferred to the Police Department fleet for use as the Code/Animal Control patrol unit.
- This position would also overlap this current budget year by two months. This would allow for transition training for the new Officer to start the new budget year readily trained.
- Officer will be under the direct supervision of the Chief of Police.

Budget Needs 2021-2022:

- One patrol unit will need replacing this year.
- Animal Control/Code Enforcement vehicle will need police equipment installed. (Viper radio, emergency lighting, computer, and decaling).
- With the loss of our install mechanic, we will be using a company out of Statesville. (Retired North Carolina Highway Patrol Officer)
- Salaries are very competitive with area departments. We need to continue to stay competitive.
- Replace 5 laptops and add an additional laptop if the Animal Control/Code Enforcement position is approved.

Conclusion:

- Our department will continue to stress the benefits of training to better equip today's Officers in facing new challenges.
- We will continue to aggressively pursue criminals that commit crimes in our city and follow through with their criminal prosecutions. We will emphasize public awareness and public education to complement the enforcement of motor vehicle laws to make the streets of Valdese safer.
- I will continue to meet with the merchants and community organizations to hear their concerns, keep them informed as to how we may be of service, and provide them with information to help protect themselves and their property.
- Our objective is to be a department of more community-related Officers and make Valdese a safe place to raise a family and operate a business where law enforcement is seen as part of, and respected by, the community.
- Our desires are that the Town will respect its law enforcement Officers, as the Officers will respect and honor all citizens by protecting and serving them as we uphold our oaths of office.

PLANNING DEPARTMENT Planning Director Larry Johnson provided an overview of zoning permits, housing development updates, and items the Planning Board is currently working on. Mr. Johnson shared that he is currently working on a major recodification of Chapter 160D (Planning and Development), due by July 1, 2021. This is a requirement from the General Assembly.

OVERVIEW

• Year 2020 Zoning Permits Overview

• Housing Development Updates

• Planning Board Agenda

□ Accessory	
(11)	\$93,500.00
□ Boat Dock	
(6)	\$162,900.00
□ Commercial Addition	
(4)	\$1,409,000.00
□ Commercial	
(8)	\$119,000.00
□ Demolition	
(1)	\$128,000.00

Zoning Permits issued 2020

55

Permit Value

\$4,800,390.00

□ New Construction Site-Built	
(8)	\$2,526,040.00
□ Residential Addition	
(7)	\$97,000.00
□ Residential Renovation	
(4)	\$222,000.00
□ Signage	
(3)	\$4,400.00

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WARD BREAKDOWN

- Well/Wastewater/Septic Tank
(8) \$3,250.00
- Other
(2) \$300.00

● Ward 1 (Thompson)	26 Permits	\$3,279,765.00
● Ward 2 (Stevenson)	16 Permits	\$ 915,475.00
● Ward 3 (Sweezy)	6 Permits	\$ 502,300.00
● Ward 4 (Hildebran)	5 Permits	\$ 38,850.00
● Ward 5 (Ogle)	2 Permits	\$ 64,000.00

YEAR COMPARISON

<u>2019</u>		<u>2020</u>
41	Permits	55
\$5,263,571.00	Value	\$4,800,390.00
11	New Construction Residential	8

HOUSING
DEVELOPMENT
UPDATES

LAKE FRONT SUBDIVISIONS

- Lake Rhodhiss Estates
- Lake Vistas Phase I and 2
- Waterside
- McGalliard Pointe
- Island Pointe Shores

Lake Rhodhiss Estates
(The Settings)
2008

210 Lots
2 Houses Occupied
2 Houses under construction

Lake Vistas Phase I & II 2012

72 Lots
8 Homes Occupied

Waterside 2013

124 Lots
16 Houses Occupied
1 House Under Construction
5 - House Plans under Review

McGalliard Pointe 2015

5 Lots
1 House Occupied

Island Pointe Shores at Lake Vistas 2018

48 Lots
5 Houses Occupied
1 House Under Consideration

WATERFRONT TOTALS

459 Subdivision Lots

36 House Occupied/Under
Construction

2 Permits issued in 2021

5 House Plans under review in Waterside

HOUSING PROJECTS?

- Pine Crossing (66 Unit Affordable Housing Plan Unit Development) Plans under review; land closing slated for March 24; Construction likely to begin in Summer 2021
- Edelweiss Subdivision (19 Lots) In final construction phase; street paving slated for April; Beginning construction of first model home within two months
- Williams Subdivision - Property to be annexed; propose to construction 1,100 to 1,300 sf homes on 21.46 parcel located on Laurel and Meytre.

◎CDBG Scattered Site Program

- Award Fall 2019
- CDBG Funds Awarded \$350,000.00
- Town Commitment \$25,000.00
- Identified 12 Homes for Rehabilitation
- Total Expended or Committed \$312,150.00 (Inspections, lead Paint Testing, Administration, Rehabilitation)
- COVID
- Two original Applicants passed before assistance
- Building material and Labor Cost increases of 35 percent or higher

- 1 House Complete
- 2 Houses under Construction/Rehabilitation
- 3 Houses under contract for Construction/Rehabilitation
Will not be able to complete Scattered Site Program with CDBG funding
- *State rejected request for additional Funding*
- *Program Administrator Lisa Helton seeking additional funding sources for remaining applicants*

PLANNING BOARD 2021 AGENDA

North Caroling G.S. Chapter 160D

General Assembly requiring ALL units of governments to comply with requirement of Chapter 160D (Planning and Development Regulations) by July 1, 2021.

Chapter 160D of the General Statutes is the first major recodification of City and County Planning and Development regulations in decades. The attempted impact through this effort is to provide clearer language, efficient regulations and structure to City and County regulations.

160D CONT.

Changes or amendments range from:

- Definitions - No Conditional Use (Special)
- Board Standards (conflict of Interest)
- Land Use Administration (digital, paper maps retention)
- Enforcement - procedures outlined for NOV's
- Development Agreements - align Performance Guarantee requirements with statutory standards
- Comprehensive or Land Use Plans adoption by July 1, 2022
- Quasi-Judicial Decisions - must follow statutory requirements in decisions i.e. variances, special use permits, appeals
- Town Council or BOA for Conditional or Special Permits?

PLANNING BOARD 2021 AGENDA CONT.

Food Trucks

To be submitted to Town Council following review of proposals by Town Attorney.

- Recommendation to allow food trucks on private property
- Not allowed in street right-of-way or town owned property
- Town sponsored events exempted from policy

Commercial Districts

- ◎ Rewrite of permitted uses and standards in the B-1 Central Business and B-2 General Business commercial zoning districts, creating new district, DBC-Downtown Business Corridor

PLANNING

BUDGET 2021-2022

No expected increase from
2020-2021 Fiscal Year

FIRE DEPARTMENT Fire Chief Greg Stafford shared departmental accomplishments, including acquiring a fire prevention replacement vehicle and the Junior Firefighter Program. There are currently four juniors between the ages 14-18 years old. Chief Stafford also provided an overview of calls and activities throughout FY 20-21 at the Fire Department. Chief Stafford discussed upcoming purchases for FY 21-22, including rescue equipment and a thermal imaging camera. Chief Stafford informed Council of all the existing programs the Fire Department is involved in.



2020-2021 Accomplishments



Fire Prevention Replacement Vehicle

USES

- Fire inspections and education
- Training
- Pull UTV and Safe Kids trailers
- Medical responses
- Mutual aid responses

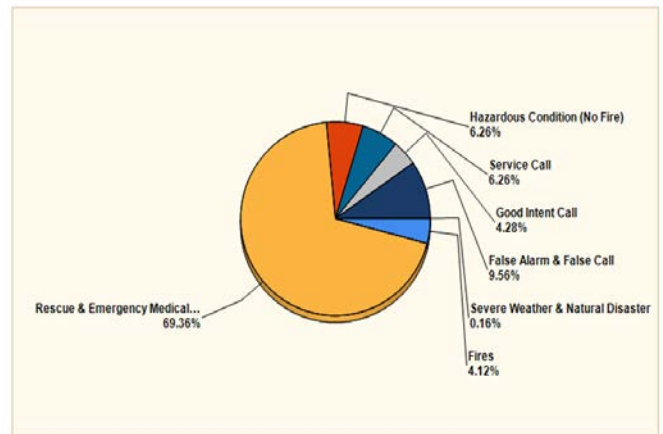
Fire Prevention Replacement Vehicle



Junior Firefighter Program

- Total training hours: **2,996**
- Fire Inspections: **62** Violations: **644**
- Maintenance of all fire hydrants in the service district
- Total Fire Department Responses: **607**
 - **Fire** – **183**
 - **Medical** - **400**
 - **Fire** and **Medical** – **24**

Miscellaneous Accomplishments



- 17 requests to check detectors
- 32 detectors checked. 19 non-functional (59%)
- 25 new detectors installed



Smoke Detector Program

- Registered Permanent Checking Station
- 57 child restraints checked at VFD in 2020
- Part of Safe Kids Burke County Coalition
- Assisted with 1 seat check event.
- 62 hours total hours



Safe Kids Program



2021-2022 Objectives

- Rescue Cutter: \$9,000



- Rescue Spreader: \$10,000



- Rescue Ram: \$7,200



Rescue

EXISTING PROGRAMS**Thermal Imaging Camera: \$6,000**

Assisting with DHS Fire Academy Program
 Junior Firefighter Program
 Maintenance of fire hydrants
 Safe Kids Program
 Smoke Detector Program
 Emergency Management/Hazard Mitigation
 Burke Co. Homeland Security Task Force
 Town of Valdese Workplace Safety Program

Councilwoman Hildebran thanked Chief Stafford on the great job he has done with taking over the role of Chief.

PARKS & RECREATION Parks and Recreation Director Doug Knight shared an overview of the revenues going back to FY15-16. Mr. Knight shared that the Recreation Department is above the national average. Mr. Knight explained that COVID-19 has affected revenues and feels encouraged that it will get better as the Governor opens up the state. Mr. Knight is hopeful that he will be able to open up the pool bubble this year. Mr. Knight shared budget highlights and CIP projects for FY21-22, including updating the gymnasium, resurfacing tennis courts, and replacing some pool equipment. Mr. Knight shared an idea of closing the Community Center on Sundays, except for scheduled pool parties. Council encouraged the Recreation's communication to the public on all changes. Mr. Knight would like to increase the hourly rate for lifeguards to be more competitive, and the Council agreed due to their responsibilities. Mr. Knight ended with a brief discussion on the Lakeside Park progress.

* Revenues as a Percentage of Operating Expenditures (Cost Recovery)						
Budget Year	Budgeted Revenues	Budgeted Expenditures	% Ratio	Actual Revenues	Actual Expenditures	% Ratio
*21-22	\$266,305	\$804,308	33.1%			#DIV/0!
*20-21	\$324,350	\$852,030	38.1%	\$69,057	\$448,580	15.4%
*19-20	\$318,500	\$826,905	38.5%	\$229,006	\$785,818	29.1%
18-19	\$303,200	\$835,103	36.3%	\$315,664	\$925,914	34.1%
17-18	\$313,500	\$825,745	38.0%	\$305,326	\$1,118,661	27.3%
16-17	\$268,200	\$762,749	35.2%	\$289,956	\$980,888	29.6%
15-16	\$259,000	\$760,406	34.1%	\$251,658	\$842,877	29.9%
Budgeted Revenues compared to Budgeted Expenditures				Actual Revenues compared to Actual Expenditures		
*Budget number does not include CIP projects				*Projects and emergency spending included		

* COVID affected budgets 19-20, 20-21, 21-22 (20-21 through 3/15/21)

* Median for ALL Agencies - 25.9%,

* Median for Population of Less than 20,000 - 29.4%

21-22 Budget Highlights

- Reduced Expenditures & Revenues
- No Sunday Community Center hours, except for scheduled Pool Parties
- Close Center at 8:30 pm
- Adjust Lifeguard hourly rate to make us competitive with surrounding pools.

21-22 CIP Projects

- Gymnasium Project
- Pool Equipment Room
- Tennis Courts

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Present Gymnasium & Lobby



Gymnasium Remodeling Project in memory of Wayne Owens



Replace Pumps and Piping in Pool Equipment Room



Tennis Court Repair and Resurface



LUNCH At 12:15 pm, Mayor Black invited everyone to enjoy lunch by JD's Smokehouse. At 1:10 p.m., Mayor Black called the meeting back to order.

COMMUNITY AFFAIRS Community Affairs Director Morrissa Angi shared all the promotions, magazines, and guides created to promote Valdese. Ms. Angi shared the annual statistics showing a decline in events, visitors, and Old Rock School attendees due to COVID-19. Ms. Angi shared all the different virtual events and activities different this year due to the pandemic. Ms. Angi informed Council of the many projects and renovations that Community Affairs completed this year. Ms. Angi updated Council on Community Affairs CIP for the next three years. Ms. Angi finished her presentation by announcing that the Old Rock School will celebrate its 100th birthday in 2022-2023 and is already in the planning stages for special events in 2023. Ms. Angi shared an idea of creating a front lawn at the Old Rock School for future events. There was a brief discussion on financial support for the Old Colony Players, which will be discussed more in the future.

Promotions
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

- Blue Ridge Country
- Burke Navigator
- Our State Magazine
- Blue Ridge Towns & Trails
- Burke County Chamber
- Smoky Mountain Living
- WNC Magazine

Promotions: Visitor Guide & Brochures
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

Promotions: \$10,000 Grant
Visit NC Marketing Credit Program
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

Promotions: WRAL Segment – Out & About
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

- 45,000 Raleigh area households
- 20 county market
- 300k website visits unique to the segment
- Only Google, Facebook, and YouTube draw more unique visitors in NC than WRAL.com
- Segment featured: Waldensian Heritage Museum, The Levee, Valdese Lakeside Park
- On TOV Facebook – 25,530 People Reached & 3,668 Engagements

Community Support: Websites
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

- downtownvaldese.com
 - Listing for each Valdese Business
 - Link to their websites/social media
 - Various shop local promotions
- oldcolonyplayers.com
 - Created content, design, format
 - Created shared access to the site for GM to make necessary edits & additions
- waldensianheritagemuseum.com
 - Worked with museum director to create format, layouts, content, photography to showcase the museum digitally
 - Trained museum director on how to manage the site with minimal assistance

Community Support & Outreach
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

2019
Annual Town Sponsored Events - Downtown
63 Events in 2019
Estimated Event Attendees – 48,900
Old Rock School Attendees & Events
Attendees: 32,846
Total events: 425
Visitors: 1,843

2020
Annual Town Sponsored Events - Downtown
8 Events in 2020
Estimated Event Attendees – 3,000
Old Rock School Attendees & Events
Attendees: 8,012
Total events: 184
Visitors: 358

Approximate Major Event Attendance -

- Independence Day Celebration – Cancelled
- Waldensian Festival – Cancelled - Virtual Events
- Summer Concert Series – Cancelled
- Treats in the Streets – 600 – Drive Thru Event
- Concerts at the Rock – Postponed to 2021-2022
- Holiday Events – Cancelled – Drive Thru & Virtual Events

Social Media -

- Facebook – 11,786 | Reach 112,623
- Instagram Followers – 1,548
- Twitter – 669

Annual Website Visits – 62,205

- Top Areas for Website Hits – Morganton, Nashville, Charlotte
- Top Interests - Music Events, Recreation, Old Rock School

E-Newsletter Subscribers – 5,722 (Increase of 5,086 since 2019)

Downtown Events & Others

- Thank you video - COVID-19
- 3,783 views & 566 engagements

Waldensian Festival Virtual Events

- Glorious Return Shop Hop
- Where's Waldo Scavenger Hunt

Small Business Saturday

Holiday Events

- Furriocious Halloween Costume Contest (Pet)
- Treats Thru the Streets
- 5 Town Departments, 14 Merchants, 3 Attractions
- Santa Tour through town
- Santa Letters over 200 returned
- Home Decorating Contest
- Merchant Window Decorating Contest
- Virtual Story-time with Santa
- Valentine's Day Promotion Videos & Advertisements
- Created Shop Local Promo = 6,773 People Reached
- Created ads for more than 20 businesses
- All ads were boosted through social media
- Lucky Leprechaun Hunt
- 230 Created & Hidden – 230+ found!

Events
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

Community Support & Outreach
Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

- Sanitation Calendars
- WaterSmart Program
- Rec Promotions
- Shop Small Promotions
- COVID-19 Resource Page
- Business & Public

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- Flooring Replaced – Luxury Vinyl Tile
- New Roof – Architectural Shingles
- Guttering Replaced
- Painted
- New Lockable Metal Cabinets for Meals on Wheels

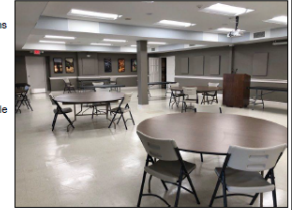
Completed CIP Projects: Teachers Cottage

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022



Donations from Rostan Family Foundation: \$35,000

- Insulate ceiling to increase sound proofing between floors
- Remove drop ceiling & install drywall
- Create & install sound panels
- Wall repair & paint throughout
- Addition of electrical outlets to columns
- Photography Installation
- Custom Podium
- Ice machine
- Microwave
- New baseboard in kitchen
- Convert lobby into area meeting
- Replace lobby carpet with matching tile
- New furnishings & art installations



Renovation Projects: Waldensian Room

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

Misc. Repair Projects: Operating Budget Funds

- Humidistat Installed
- Rear soffit replaced & additional gutters installed to prevent future damage
- Teachers Cottage duct work repaired
- All public areas of the ORS painted by staff
 - Classrooms, Hallways, Lobby, Stairwells, Kitchen, Side Rooms
- ORS Main Lobby drop ceiling replaced
 - Removed Drop Ceiling from 80's
- Window casing replaced in front lobby by staff

Rostan Family Foundation Donation: \$25,000

- Installation of 8 additional security cameras with 32 channel system
- Entire ORS building rekeyed with new master lock system
- Side entrance door to be replaced with ADA opener

Historic Valdese Foundation

- Kiosk & Directory for Visitors - \$2,500 donation to Old Rock School

Capital Budget		Year 2		Year 3	
2021-2022		2022-2023		2023-2024	
Item	Amount	Item	Amount	Item	Amount
Replace Stage Lighting Phase One – June 2022	81,000	Replace Stage Lighting Phase Two – July 2022	55,000	Replace Clock Tower Controls	13,000
				Clock Tower Stucco Repairs	10,000

Renovation & Repair Projects

Community Affairs & Tourism
Budget Retreat Presentation FY 2020-2021

CIP – 3 Year Plan

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

Stage Lighting System

The current lighting system is over 30 years old and part of the system was in used condition when it was first installed. We are having numerous complications with the dimmer rack system. At this time, one dimmer rack is no longer functional – which limits the amount of lighting effects possible for productions.

Turn-key cost estimates have been generated from Barblon Lighting Company who specializes in theatre lighting applications. With the replacement of our current system to an LED system, we will be able to cut auditorium electricity costs during productions by two-thirds. The system is used on average for 100 events each year.

Some of the fixtures are so outdated, that you can no longer get parts or have repairs made.

Building Safety –

- Existing quartz light fixtures can reach 200-300 degrees during operation.
- LED fixtures operate at a much lower temperature of 70-80 degrees.
- We would also see a reduction in the use of the air condition system to cool backstage areas and the auditorium

Current fixtures – use 750 watts
LED fixtures – use approximately 100 watts

Employee Safety –

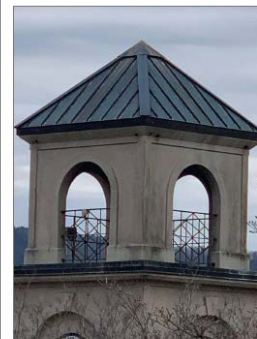
- This system would also greatly reduce the time spent by employees on ladders changing, focusing and redirecting fixtures.

The new system will also reduce the number of fixtures necessary to create lighting effects. Currently there are 74 – the new system would reduce the number to 55.



CIP – 3 Year Plan

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022



Clock Tower Repairs

- Replace Clock Timepieces & Bell Controller
- Repair Damage to stucco where birds have nested
- Paint Stucco

CIP – 3 Year Plan

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

- Capacity Restrictions with Events & COVID-19 – Event locations may need to change to accommodate larger crowds



- Old Rock School 100th Birthday Celebration Events - 2023
- Old Rock School Front Lawn for concerts?
- Creation of Valdese Tourism Website with VanNoppen Marketing

Future Projects & Ideas

Community Affairs & Tourism
Budget Retreat Presentation FY 2021-2022

UTILITY DEPARTMENTS Public Services Director Greg Padgett provided a presentation on recent accomplishments and challenges at the Wastewater and Water Treatment Plants. Mr. Padgett identified various projects that have been completed. Mr. Padgett recapped the Watersmart project and wants to see an increase in users' number with the online app that will show usage. Currently, there are only 200 users. Mr. Padgett will propose in the future that we drop the app if it does not increase. Mayor Black shared that he has had several people ask how to locate the online link. Mayor Black encouraged staff to make it easier to find. Mr. Padgett explained that our industry revenue would be down this year.

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WATER PLANT



WATER NUMBERS

- 5000 RESIDENTIAL METERS
- 188 COMMERCIAL METERS
- 27 INDUSTRIAL METERS
- 3 WHOLESALE CUSTOMERS BURKE COUNTY, ICARD WATER CORP., RUTHERFORD COLLEGE
- PERMITTED FLOW: 12 MGD
- CALENDAR YEAR 2019: AVERAGED 2.8 MGD
- CALENDAR YEAR 2020: AVERAGED 2.7 MGD

ONGOING AND FUTURE PROJECTS

MCC PROJECT

Motor Control Center:
Located in finish pump house



BLEACH PROJECT



WASTEWATER PLANT



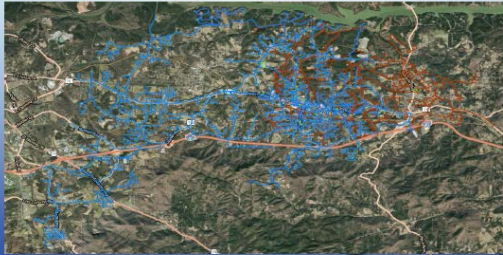
BUILT 1981,
MINOR UPGRADE
2001.

WASTEWATER NUMBERS

- 1661 RESIDENTIAL CUSTOMERS
- 157 COMMERCIAL CUSTOMERS
- 12 INDUSTRIAL CUSTOMERS
- 3 WHOLESALE CUSTOMERS BURKE COUNTY, DREXEL, RUTHERFORD COLLEGE
- PERMITTED TO TREAT 7.5 MGD
- CALENDAR YEAR 2019: AVERAGED 2.1 MGD
- CALENDAR YEAR 2020: AVERAGED 2.4 MGD

Ongoing and Current Projects

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Replacement of
Centrifuge backdrivesNew backdrive in the foreground
New controls in the background
against the wallTOWN OF VALDESE COLLECTION AND DISTRIBUTION
SYSTEM

DISTRIBUTION AND COLLECTION NUMBERS

- 149 MILES OF WATER LINES
- SOME LINES NEAR 100 YEARS OLD
- 50 MILES OF SEWER LINES
- LINES 50+ YEARS OLD

Water Line Projects

Water systems upgrade project: approximately 10,400 feet of new pipe

- Hill Drive
- Logan Drive
- Lakeview Acres Drive

Main Street project: approximately 7,500 feet of new pipe

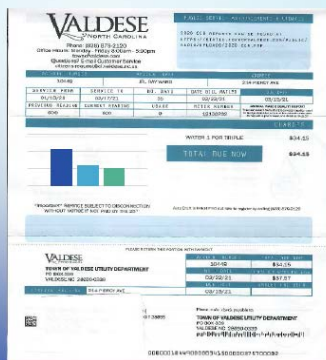
- Main Street: Eldred to Hoyle
- Columbo St. NW
- Rodoret St. S

METER PROJECT

- THE TOWN HAS UPGRADED TO A FIXED AND REAL-TIME READING NETWORK, REFERRED TO AS ADVANCED METERING INFRASTRUCTURE (AMI).

Typical new utility bill: Front

Note: Graph >>>>



Utility bill: Back

CHARGE	AMOUNT
WATER	\$10.00
SEWER	\$10.00
TOTAL	\$20.00

March 23, 2021, MB#31

New AMI meter with RDM (remote disconnect)

This is the typical single family resident meter

WATERSMART

- [HTTPS://ADMIN.VALDESENC.WATERSMART.COM/INDEX.PHP/DASHBOARD/DASHBOARDANALYTICS/CONSUMPTION](https://admin.valdesenc.watersmart.com/index.php/dashboard/dashboardanalytics/consumption)
- TOP CONSUMERS > FULL SCREEN > DIFFERENT METER CLASSES
- IPAD IN TOWN HALL FOR CUSTOMERS TO SIGN UP FOR WATERSMART

UNC DASHBOARD

For anyone interested: Data of utilities across the state.

<https://efc.sog.unc.edu/resource/north-carolina-water-and-wastewater-rates-dash-board>

PUTTING COST IN PERSPECTIVE FOR PRIORITIZATION

- COST OF TAP WATER TO VALDESE RESIDENTIAL CUSTOMERS
 - 3000 GALLONS = **.011 PER GALLON** AT CURRENT RATES (\$32.80 PER 3000 GALLONS)
 - PLUS AN ADDITIONAL **.002 PER GALLON** FOR THE SAME AMOUNT OF WASTEWATER.
 - TOTAL COST OF WATER AND SEWER FOR CUSTOMERS = **.013 PER GALLON**

CAPITAL IMPROVEMENTS PLAN WATER & SEWER RATE STUDY R.J. Mozeley with McGill Associates provided updates on recent accomplishments, current projects, upcoming projects and presented the Water and Sewer Utility Fund Capital Improvement Plan. Mr. Mozeley recapped the twelve projects that the Town was awarded funding. Mr. Mozeley explained to Council that the CIP list items are either for a regulatory requirement, viability as if the equipment will stay running, efficiency, and is their growth needing to expand. These are the four categories that everything on the CIP list has to fit in. Mr. Mozeley discussed a few highlights over the next ten years.

Dale Schepers with McGill Associates provided an overview of the Water and Sewer Utility Fund Summary Financial Analysis and Funding Awards Summary. Mr. Schepers noted a graph that shows projected debt services and cash financed CIP over the next several years, and the amounts continue to climb. Mr. Schepers explained that an increase in water and sewer rates would need to occur. Mayor Black asked what kind of impact COVID-19 will have with the revenues being down. Mr. Schepers reminded Council that the numbers are made on assumptions and adjustments would be made in the 10-year plan.

Mr. Mozeley shared the current and proposed water and sewer rates based on the projected numbers. Mr. Mozeley noted that residential and commercial rates compared are off. It is not intended for commercial to pay the same as residential. Mr. Mozeley shared that we need a 4% revenue growth for water and is recommending a 3% residential increase and an 8% increase for commercial and industrial increase for this coming year. The sewer increase would be 4% across the board.

VALDESE
NORTH CAROLINA

Capital Improvements Plan
Water & Sewer Rate Study

Prepared by:
RJ Mozeley, PE
Project Manager

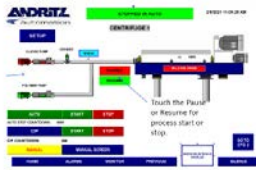
Dale R. Schepers
Senior Consultant

March 23, 2021

March 23, 2021, MB#31

Recent Accomplishments

Triple Community District Water Line Replacements
Hydraulic Model
AMI Meter Replacement Project
WWTP Centrifuge Controls Replacement



Centrifuge Controls Replacement
Wastewater Treatment Plant

Projects in Progress

WTP Electrical Upgrades
Raw Water PS
High Service PS
WTP Disinfection Conversion
Main Street Water Line Replacement
Water Asset Inventory & Assessment Grant



Water Treatment Plant
Motor Control Centers – High
Service Pump Replacement

Funding Award Summary

No.	Project Name	Total Project Cost (\$)	Grant / Principal Forgiveness Amount (\$)	Loan Amount (\$)	Loan Rate (%)
1	Generator Addition at WTP	\$ 1,000,000	\$ 1,000,000	\$ -	-
2	24" Transmission Main Valve Replacement	\$ 61,000	\$ 61,000	\$ -	-
3	Grit System Replacement at WWTP	\$ 1,082,300	\$ 725,141	\$ 357,159	-
4	AMI Meter Replacement	\$ 2,265,386	\$ 566,347	\$ 1,699,039	0.00%
5	St. Germain Water Line Replacement	\$ 313,656	\$ 156,828	\$ 156,828	0.00%
6	MCC Replacements at WTP	\$ 842,770	\$ 210,692	\$ 632,078	0.00%
7	Water System Line Replacements	\$ 1,181,700	\$ 500,000	\$ 681,700	0.00%
8	Reach Conversion Project at WTP	\$ 658,300	\$ 164,575	\$ 493,725	0.00%
9	Main Street Water Line Replacement	\$ 2,782,950	\$ 1,000,000	\$ 1,782,950	0.00%
10	Sewer System AIA	\$ 150,000	\$ 150,000	\$ -	N/A
11	Water System AIA	\$ 150,000	\$ 150,000	\$ -	N/A
12	Cline Avenue Basin & PS Improvements	\$ 1,176,000	\$ -	\$ 1,176,000	1.10%
Totals		\$ 11,664,062	\$ 4,684,583	\$ 6,979,479	

Town of Valdese Water and Sewer Utility Fund
Capital Improvements Plan

Water Distribution/Sewer Collection Division

Project Number	Project Description	Cost	Year 1 FY22	Year 2 FY23	Year 3 FY24	Year 4 FY25	Year 5 FY26	Year 6 FY27	Year 7 FY28	Year 8 FY29	Year 9 FY30	Year 10 FY31	Years 11+
Vehicles and Equipment													
1	2019 F250 Service Truck	55,000	55,000										
2	2014 Cat Mini Tractor	80,000		80,000									
3	2009 Pike Hunter Jet in 2018	40,000					40,000						
4	2014 Ford F350 Meter Truck	27,000		27,000									
5	Trailer	15,000						15,000					
6	2002 4x4 Chevrolet	25,000				25,000							
7	2011 Ford 4x4 F350	30,000			30,000								
8	2002 John Deere Backhoe	40,000		40,000									
9	2008 Chevy Dump Truck 1.5 Ton	50,000			50,000								
10	2013 F250 Service Truck	40,000						40,000					
11	2016 Ford F350 4x4	35,000					35,000						
Subtotal Vehicles and Equipment		482,000	82,000	173,000	82,000	25,000	70,000	87,000	0	0	0	0	0
Infrastructure Improvements													
12	Fac. 18 South Tank Project	0											2,026,800
13	High District Tank Inspection & Interior Cleaning (Lugin St., Creek St., Elm St.)	70,000	0	70,000				13,300	13,300	13,300	13,300		
14	Meter Replacements	105,000			15,000	15,000	15,000	15,000	15,000	15,000	15,000		
15	Reflow AIO Panel Rebuild	5,500		5,500									
16	North Avenue 15" Gravity Sewer Extension	1,338,000									1,338,000		
17	North Valley Sewer System Extension	0											3,300,000
18	Redwood 18" Loop	675,000			675,000								
19	Mc Home - Hawley Loop	1,150,000						1,150,000					
20	Edinac St. Water Line Replacement	400,000					400,000						
21	Flower Hill Replacement	1,170,000	0	0	300,000	0	1,100,000	100,000		250,000			
22	Sewer Main Rehabilitation	2,170,000	0	600,000	300,000	300,000	0	100,000	1,500,000		120,000		
Subtotal Infrastructure Improvements		8,214,400	0	625,500	980,000	215,000	1,515,000	1,378,300	1,531,300	278,300	1,878,000	0	5,326,800
Subtotal - Water Distribution/Sewer Collection		9,707,000	82,000	800,500	1,072,000	243,000	1,885,000	1,626,300	1,631,300	278,300	1,878,000	0	5,326,800
Proposed Debt Financed													

March 23, 2021, MB#31
Town of Valdese Water and Sewer Utility Fund
Capital Improvements Plan

Water Treatment Division

Project Number	Project Description	Cost	Year 1 FY22	Year 2 FY23	Year 3 FY24	Year 4 FY25	Year 5 FY26	Year 6 FY27	Year 7 FY28	Year 8 FY29	Year 9 FY30	Year 10 FY31	Years 11+
1	2019 Explorer	30,000					30,000						
2	2017 Ford F-250	28,000				28,000							
3	2004 Ford F-150	27,000			27,000								
4	New 4 Wheel Drive Lawnmower	10,000					10,000						
Subtotal Vehicles and Equipment		101,000	0	0	27,000	28,000	40,000	0	0	0	0	0	0
Plant Upgrades and Improvements													
5	Roof Replacement - Main Building	55,000	55,000	0									
6	Roof Replacement - Raw Water PS	25,000		25,000									
7	Roof Replacement - Finished Water PS	20,000			20,000								
8	Replace Chemical Feed Pumps	17,500				5,000	5,000	5,000					
9	Raw Water Intake	0											8,000,000
10	Raw Water Pump Replacement	1,000,000			1,000,000								721,130
11	Replace Raw Water Control Valves	81,500			81,500								
12	Clear Raw Water PS Access Road	67,000										67,000	
13	Basin Structure Assessments	610,000	10,000		600,000								
14	Review Aio Flash Study	27,125		10,125					15,000				
15	SCADA Upgrades (WQ and pH)	30,000	20,000				10,000					15,000	
16	Waste #2 and #3 Pumps WQ to Raw Loadings	0		0									150,000
17	Flow Meter to #2 and #3 Pumps	15,000	15,000										
18	#3 Finished Water Motor Replacement	90,000			90,000								
19	Pilot Turbidity Meters	30,000	0	0	30,000								
20	Tank Maintenance	185,000	0	30,000		20,000		0	175,000				
21	Water Treatment Plant Equipment Rehab & Replacement	105,000					50,000	75,000	75,000	75,000	75,000	82,600	8,881,130
Subtotal Plant Upgrades and Improvements		2,506,775	100,000	117,125	1,741,500	25,000	20,800	55,800	215,000	75,000	75,000	82,600	8,881,130
Subtotal - Water Treatment Division		2,607,775	100,000	117,125	1,768,500	25,800	65,800	55,800	215,000	75,000	75,000	82,600	8,881,130
Proposed Debt-Financed													

Town of Valdese Water and Sewer Utility Fund
Capital Improvements Plan

Wastewater Treatment Division

Project Number	Project Description	Cost	Year 1 FY22	Year 2 FY23	Year 3 FY24	Year 4 FY25	Year 5 FY26	Year 6 FY27	Year 7 FY28	Year 8 FY29	Year 9 FY30	Year 10 FY31	Years 11+
1	Mini Excavator Truck	50,750		50,750									
2	Sludge Trailer	30,000			30,000								
3	2008 Compact Loader	155,000		155,000									
4	Pilot Truck	30,000					30,000						
5	Mini Vehicle 2013	35,000	35,000										
6	Lab Truck	25,000						25,000					
7	Rolling Mower (2004)	20,000								10,100	10,100		10,100
Subtotal Vehicles and Equipment		562,000	55,000	214,900	56,900	0	30,000	0	25,000	10,100	10,100	0	10,100
Plant Upgrades and Improvements													
8	Well Replacement for Influent Pump #10	10,000		0,000					7,000				10,000
9	Well Replacement for Influent Pump #6A	15,000					10,000						0,000
10	Well Replacement for Secondary Waste Pump	9,300		0,300									
11	Well Replacement for Sludge Recycle Pump	10,100				10,100							
12	Clarifuge #2 Overhaul	30,000			30,000								
13	Clarifuge #1 Overhaul	30,000				50,000							
14	Roof WQ Building	12,100		12,100									
15	Admin Building Roof	40,000					40,000						30,000
16	Dewatering Building Roof	80,000								60,000			35,000
17	Sludge Recycle PS Building Roof	30,000							30,000				
18	Influent PS Building Roof	0											20,000
19	Sludge Grinder #1	0											10,100
20	Sludge Grinder #2	0											10,000
21	Aeration Basin	1,174,900					1,174,900						
22	Spine Pump Olive Street	5,000			5,000								
23	Olive Street PS Modifications	1,200,000			1,200,000								
24	Spine Pump Morgan Trace	10,000	5,000			5,000							
25	Spine Pump High Meadows	10,000	5,000			5,000							
26	Spine Pump John Berry	0											80,000
27	Spine Pump Sells	0											40,000
28	Primary Clarifier #2 Drive & Bridge Replacement	85,000	85,000										
29	Secondary Clarifier #2 Painting	6,000							6,000				
30	Recycle Valve to Aeration Basin	60,000		60,000									
31	Thickener Slower #1	6,100			6,100								
32	Thickener Slower #2	6,500				6,500							
33	SCADA	30,000				10,000						10,000	
34	Review Aio Flash Study	22,675		10,675					12,000				
35	Dewatering Building Drainage System	20,000		20,000									
36	18" Compound Flow Meter	0											60,000
37	Wastewater Drying Equipment	5,671,000										5,671,000	
38	Conversion to Ultraviolet Disinfection	0											607,000
39	Concrete Work at Compast Pad	53,400	15,000		25,000					13,400			
40	#3 & #4 Influent Valves & Check Valves	140,500	70,000	70,500									
41	Wastewater Treatment Plant Equipment Rehab & Replacement	275,000						30,000	75,000	75,000	75,000		
42	Chemical Meter	4,000	4,000										
43	Concrete Pump / Water / WQ Repair	28,000		28,000									
Subtotal Plant Upgrades and Improvements		9,804,375	289,300	316,475	1,286,100	70,100	73,800	1,224,800	143,400	136,000	75,000	5,691,000	1,267,900
Subtotal - Wastewater Treatment Division		9,866,775	324,300	631,375	1,323,200	70,100	103,800	1,224,800	158,400	145,100	85,100	5,691,000	1,267,900
Proposed Debt-Financed													
Capital Improvements Plan Total		21,150,150	508,300	1,458,500	4,103,800	468,900	1,758,300	2,715,700	1,814,700	498,400	1,736,100	8,973,600	10,475,800

March 23, 2021, MB#31

Valdese, NC

Financial Model Output Summary

Revenue Requirements Analysis

10-Year Planning Period

Combined Water and Sewer Revenue Requirements Output: Data Table

Description	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Cash Financed CIP	131,000	389,000	189,000	346,000	487,000	265,000	391,000	415,000	498,000	438,000	101,000
Projected Debt Service	-	-	71,070	236,979	236,979	360,721	809,831	606,052	606,052	693,433	1,089,190
Existing Debt Service	387,000	385,000	385,000	384,000	451,000	456,000	425,000	423,000	386,000	386,000	384,000
Operating Expenses	4,567,000	4,447,000	4,533,000	4,638,000	4,686,000	4,791,000	4,882,000	4,958,000	5,029,000	5,137,000	5,283,000
Operating Revenue Existing Rates	5,039,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000	5,049,000
New Revenue (Cumulative Increase amount)	206,000	411,000	617,000	823,000	1,015,000	1,202,000	1,387,000	1,572,000	1,755,000	1,938,000	1,938,000
Projected Revenue	5,039,000	5,255,000	5,466,000	5,666,000	5,872,000	6,064,000	6,251,000	6,436,000	6,621,000	6,804,000	6,987,000

Percent Increase Applied

Revenue Adjustment Percentage	4.1%	4.1%	4.1%	4.1%	3.8%	3.7%	3.7%	3.7%	3.7%	3.6%	3.6%
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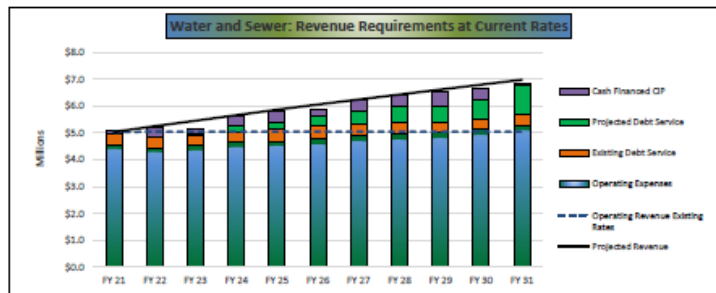
Outcomes and Effect on Customer Bill

Description	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Expenses to Cover	5,085,000	5,321,000	5,178,070	5,603,979	5,839,979	5,862,721	6,207,831	6,403,052	6,519,052	6,653,433	6,856,190
Difference / (Shortage)	34,000	281,930	62,021	32,021	201,279	43,169	33,948	101,948	150,567	130,810	130,810
Combined Residential Bill 3,000 gal	\$ 41.40	\$ 42.75	\$ 44.20	\$ 45.65	\$ 47.15	\$ 48.70	\$ 50.30	\$ 51.95	\$ 53.65	\$ 55.45	\$ 57.25
Monthly Combined Residential Bill Change	\$ 1.35	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.50	\$ 1.55	\$ 1.60	\$ 1.65	\$ 1.70	\$ 1.80	\$ 1.80

Financial Indicator

Fund Balance Tracker	1,100,000	1,134,000	1,415,930	1,477,952	1,509,973	1,711,252	1,754,421	1,788,368	1,890,316	2,040,884	2,171,693
Fund Balance / Expenses to Cover	22%	22%	27%	26%	26%	29%	28%	28%	29%	31%	32%
Cumulative Increase (decrease)		34,000	315,930	377,952	409,973	611,252	654,421	688,368	790,316	940,884	1,071,693

Revenue Requirements Output: Summary Chart



Water Utility Capital Investment

Description	Total CIP	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31
Water Plant	2,610,000	100,000	117,125	1,768,500	53,900	66,850	55,900	215,000	75,000	75,000	82,600
Wastewater Plant	9,866,000	324,300	531,375	1,323,000	70,100	103,500	1,224,500	168,400	145,100	85,100	5,891,000
Water/Sewer Mains/System	8,707,000	82,000	802,100	1,072,000	343,000	1,585,000	1,435,300	1,531,300	278,300	1,579,000	-
Total Water/Sewer System CIP	21,183,000	506,300	1,450,600	4,163,500	486,900	1,755,350	2,715,700	1,914,700	498,400	1,739,100	5,973,600

Town of Valdese

Water and Sewer Utility Fund

Current and Proposed Water Rates

Customer Class	Current Rate	Projected				
	FY21	FY22	FY23	FY24	FY25	FY26
Inside Water Residential						
Minimum 3,000 gallons	34.15	35.20	36.30	37.40	38.55	39.75
Volume Charge (per 1,000 gal); 3,001+ gallons	3.40	3.55	3.70	3.85	4.00	4.15
Outside Water Residential						
Minimum 3,000 gallons	53.20	54.80	56.45	58.15	59.90	61.70
Volume Charge (per 1,000 gal); 3,001+ gallons	6.30	6.50	6.20	6.35	6.50	6.65
Inside Water Commercial						
Minimum 3,000 gallons	34.45	37.25	40.25	43.50	47.00	50.30
Volume Charge (per 1,000 gal); 3,001+ gallons	3.45	3.75	4.05	4.40	4.80	5.15
Outside Water Commercial						
Minimum 3,000 gallons	68.95	74.50	80.50	86.95	93.95	100.55
Volume Charge (per 1,000 gal); 3,001+ gallons	6.75	7.30	7.90	8.55	9.25	9.90
Inside Water Industrial						
Minimum 3,000 gallons	13.40	14.50	15.70	17.00	18.40	19.55
Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	2.55	2.80	3.05	3.30	3.60	3.85
Volume Charge (per 1,000 gal); 3,000,000+ gal	1.25	1.35	1.50	1.65	1.80	1.95
Outside Water Industrial						
Minimum 3,000 gallons	26.70	28.85	31.20	33.70	36.40	38.60
Volume Charge (per 1,000 gal); 3,001 - 300,000 gallons	5.10	5.55	6.00	6.50	7.05	7.50
Volume Charge (per 1,000 gal); 300,000+ gal	2.35	2.55	2.80	3.05	3.30	3.50
Burke County & Rutherford College						
Volume Charge (per 1,000 gal); 3,001+ gallons	3.85	4.05	4.25	4.45	4.65	4.85
icard						
Minimum 10,000,000 gal	10,600.00	10,700.00	10,800.00	10,900.00	11,000.00	11,100.00
Volume Charge (per 1,000 gal) 10,000,000+ gal	1.36	volume charge not to exceed current Hickory Rate				

March 23, 2021, MB#31

Town of Valdese
Water and Sewer Utility Fund

Current and Proposed Sewer Rates

Customer Class	Current Rate	Projected				
	FY21	FY22	FY23	FY24	FY25	FY26
Inside Sewer Residential						
Minimum 3,000 gallons	7.25	7.55	7.90	8.25	8.60	8.95
Volume Charge (per 1,000 gal); 3,001+ gallons	2.45	2.55	2.70	2.85	3.00	3.15
Outside Sewer Residential						
Minimum 3,000 gallons	13.55	14.10	14.70	15.30	15.95	16.60
Volume Charge (per 1,000 gal); 3,001+ gallons	4.60	4.80	5.00	5.20	5.45	5.70
Inside Sewer Commercial						
Minimum 3,000 gallons	7.65	8.00	8.35	8.70	9.05	9.45
Volume Charge (per 1,000 gal); 3,001+ gallons	2.60	2.75	2.90	3.05	3.20	3.35
Outside Sewer Commercial						
Minimum 3,000 gallons	15.20	15.85	16.50	17.20	17.90	18.65
Volume Charge (per 1,000 gal); 3,001+ gallons	5.15	5.40	5.65	5.90	6.15	6.40
Inside Sewer Industrial						
Minimum 0 gallons	7.35	7.65	8.00	8.35	8.70	9.05
Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15
Outside Sewer Industrial						
Minimum 0 gallons	14.60	15.20	15.85	16.50	17.20	17.90
Volume Charge (per 1,000 gal)	4.90	5.10	5.35	5.60	5.85	6.10
Burke County						
Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45
Drexel						
Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45
Rutherford College						
Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45

Town of Valdese
Water and Sewer Utility Fund

Current and Proposed Combined Water and Sewer Rates

Customer Class	Current Rate	Projected				
	FY21	FY22	FY23	FY24	FY25	FY26
Inside Combined Residential						
Minimum 3,000 gallons	41.40	42.75	44.20	45.65	47.15	48.70
Volume Charge (per 1,000 gal); 3,001+ gallons	5.85	6.10	6.40	6.70	7.00	7.30
Outside Combined Residential						
Minimum 3,000 gallons	66.75	68.90	71.15	73.45	75.85	78.30
Volume Charge (per 1,000 gal); 3,001+ gallons	10.90	11.30	11.20	11.55	11.95	12.35
Inside Combined Commercial						
Minimum 3,000 gallons	42.10	45.25	48.60	52.20	56.05	59.75
Volume Charge (per 1,000 gal); 3,001+ gallons	6.05	6.50	6.95	7.45	8.00	8.50
Outside Combined Commercial						
Minimum 3,000 gallons	84.15	90.35	97.00	104.15	111.85	119.20
Volume Charge (per 1,000 gal); 3,001+ gallons	11.90	12.70	13.55	14.45	15.40	16.30
Inside Combined Industrial						
Water Minimum 3,000 Gallons, Sewer Minimum 0 gallons	20.75	22.15	23.70	25.35	27.10	28.60
Water Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	2.55	2.80	3.05	3.30	3.60	3.85
Water Volume Charge (per 1,000 gal); 3,000,000+ gallons	1.25	1.35	1.50	1.65	1.80	1.95
Sewer Volume Charge (per 1,000 gal)	2.45	2.55	2.70	2.85	3.00	3.15
Outside Combined Industrial						
Water Minimum 3,000 Gallons, Sewer Minimum 0 gallons	41.30	44.05	47.05	50.20	53.60	56.50
Water Volume Charge (per 1,000 gal); 3,001 - 3,000,000 gallons	5.10	5.55	6.00	6.50	7.05	7.50
Water Volume Charge (per 1,000 gal); 3,000,000+ gallons	2.35	2.55	2.80	3.05	3.30	3.50
Sewer Volume Charge (per 1,000 gal)	4.90	5.10	5.35	5.60	5.85	6.10
Burke County						
Water Volume Charge (per 1,000 gal); 3,001+ gallons	3.85	4.05	4.25	4.45	4.65	4.85
Sewer Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45
Rutherford College						
Water Volume Charge (per 1,000 gal); 3,001+ gallons	3.85	4.05	4.25	4.45	4.65	4.85
Sewer Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45
Icard						
Minimum 10,000,000 gal	10,600.00	10,700.00	10,800.00	10,900.00	11,000.00	11,100.00
Volume Charge (per 1,000 gal) 10,000,000+ gal	1.36	volume charge not to exceed current Hickory Rate				
Drexel						
Sewer Volume Charge (per 1,000 gal)	2.70	2.85	3.00	3.15	3.30	3.45

2022FY Rate Recommendations

Water

- 3% Residential
- 8% Commercial & Industrial
- 4% Wholesale

Sewer

- 4% All Classes

Percentage Increase	Monthly Residential Increase (3,000 gal)	Resulting 2021 Enterprise Fund Revenue
3%	\$1.35	\$206,000

9

Other Financial Benchmarks

Metric	2021 Value	Proposed 2022 Value	Benchmark
Operating Ratio	0.99	1.01	1.0 or greater
Days Working Capital	114 days	108 days	120 days or greater
Debt Service Coverage Ratio	2.49	2.84	1.2 or greater
Sufficiency of Revenue above Debt	8%	7%	20%-35% or less

Recap / Conclusions

- 6th Year of CIP & Financial Model Planning Process
- CIP Guides Decision Making, Budgeting & Operations
- Balance Cash vs Debt vs Rate Increases
- Future Capital Needs
- Sustain a Healthy Enterprise Fund

11

PUBLIC WORKS Public Services Director Greg Padgett informed Council that Public Works' upcoming equipment needed would be a leaf machine and dump truck. Mr. Padgett shared the schedule change of leaf and brush pickup and has possible ideas for the future. Mr. Padgett went over the calls that Animal Control had this FY and shared with Council that he is comfortable with Animal Control possibly moving to the Police Department. The Animal Control employee would be used in all areas of the department. Mr. Padgett went over the FY20-21 street paving completed projects and shared the Public Works repaired 110 potholes and 40 patch cuts. Mr. Padgett recommended going forward to look at the existing water and sewer lines before paving another street to make sure there is not an aged line that needs to be replaced. Mr. Padgett is also recommending a fee increase for burial plots at the cemetery. In comparison to others in the area, Valdese is low. There are 60 spots left, and he feels that there needs to be an expansion in the near future. Mr. Padgett identified challenges within the department and provided Council with an overview of the possibilities of using the Industrial Arts Building. He believes that it would take approximately \$250K to get it usable for storage and create a blank slate upstairs. Councilman Ogle asked how much it would cost to demolish the building, and it is estimated to be around \$100,000. Mr. Padgett feels that he does not need it for Public Works storage. After a brief discussion, it was decided for Mr. Padgett to research past plans that have been proposed on the building and bring them back to Council. Councilwoman Hildebran thanked Greg Padgett and Assistant Public Works Director Allen Hudson for their hard work.

PAST YEAR REVIEW GENERAL FUND

- VEHICLE AND EQUIPMENT CIP PROGRAM
- START OF NEW 5 YEAR LOAN CYCLE
- (NEXT CYCLE 2026/2027)

2003 LEAF MACHINE – \$175,328.02

1989 GMC DUMP TRUCK - \$108,000

REPLACEMENT OF 2003 LEAF TRUCK



REPLACEMENT OF 1989 GMC DUMP TRUCK



ANIMAL CONTROL

- 43 CALLS THROUGH FIRST 8 MONTHS OF FISCAL YEAR.
- DOES NOT INCLUDE DEAD ANIMAL CLEAN UP

FLEET MAINTENANCE



FLEET MAINTENANCE



PAVEMENT MAINTENANCE



Storm drain repair Louise Ave



Pothole repair Mical Ave

110 potholes repaired
40 patch cut repairs

STREET PAVING
2020- 2021 PROJECTS

STREET PAVING

- SPRINGWOOD



STREET PAVING

- BECKER AVE



March 23, 2021, MB#31

STREET PAVING

- ERVIN AVE



SANITATION

- GARBAGE TRUCK



SANITATION



- OLD BRUSH TRUCK — USED FOR ROUGH TRASH AND BACK UP FOR NEWER BRUSH TRUCK

Year Round Services Provided



TOWN TRASH PICKUP

- 256.10 TONS OF TRASH — JULY 1ST — FEB. 28TH

AVERAGE 32 TONS PER MONTH

THIS WAS THE TOTAL TONNAGE TOWN STAFF PICKED UP OVER THE FIRST 8 MONTH OF THIS YEAR.

REPUBLIC SERVICES

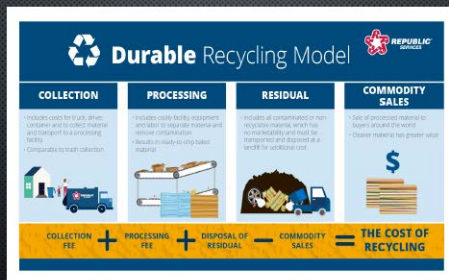
No Prices for next year yet.
But, prices are based on
Water/Sewer/Trash CPI for
February that is around 3.5%

- TRASH 902.12 TONS THROUGH 8 MONTHS
 - AVERAGE 112.77 TONS PER MONTH
- RECYCLE 213.18 TONS THROUGH 8 MONTHS
 - AVERAGE 26.65 TONS PER MONTH

HOW DOES THIS COMPARE TO LAST YEAR

- TRASH AVERAGE 109.1 TONS PER MONTH
- RECYCLE AVERAGE 22.7 TONS PER MONTH

BUSINESS MODEL



The cost of a recycling program is the sum of fees for two services: the Collection Fee and the Net Processing Fee

PUBLIC EDUCATION — CLEAN UP THE STREAM

NEW SIMPLIFIED EDUCATIONAL COLLATERAL THAT CAN BE DISTRIBUTED TO RESIDENTS AND BUSINESSES.



CEMETERY

• CURRENT FEES

- INSIDE: \$300
- OUTSIDE: \$500

PROPOSED NEW RATES

- INSIDE: \$400
- OUTSIDE: \$800

2021 – 2022
CEMETERY EXPANSION

Approximately 60 spots left



CEMETERY

Yellow highlighted area shows remaining spots including expansion area.



TOWER REMOVAL \$5200

PLUS APPROX. \$5000 SURVEY COST

PREVIOUSLY IDENTIFIED CHALLENGES

- WORK LOAD WITHIN THE DEPARTMENT *MODIFIED THE WAY WE PROVIDE SERVICES.*
- HOW DO WE MAINTAIN OUR IMPROVEMENTS *WE HAVE A PLAN, CIP (LONGTERM VISION).*
- DEAL WITH AGING INFRASTRUCTURE *PART OF THE LONG TERM PLAN*
- HOW DO WE MAINTAIN CURRENT FACILITIES *GOOD QUESTION*

INDUSTRIAL ARTS BUILDING



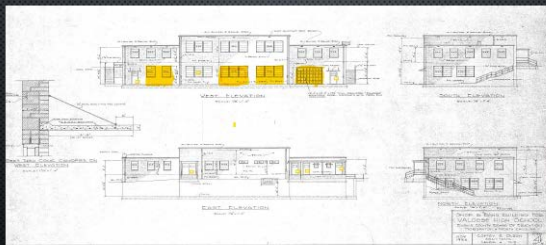
- APPROXIMATELY \$250K JUST TO MAKE DOWNSTAIRS USABLE AND CREATE A BLANK SLATE UPSTAIRS.

WHAT DOES \$250K GET YOU



- NEW ROOF
- ASBESTOS AND LEAD REMOVAL
- NEW WINDOWS
- NEW EXTERIOR DOORS
- NEW ELECTRICAL SERVICE DOWNSTAIRS
- MINIMAL HEAT DOWNSTAIRS
- MINIMAL LIGHTING DOWNSTAIRS
- 3 ROLLUP DOORS DOWNSTAIRS TO MAKE THE SPACE USEFUL FOR STORAGE OR PARKING OF EQUIPMENT

IA BUILDING PLANS



COUNCIL COMMENTS Mayor Black thanked the staff for all their hard work on preparing for the budget retreat.

ADJOURNMENT – Mayor Black adjourned the meeting at 4:20 p.m.

The next meeting is a regularly scheduled meeting on Monday, April 12, 2021, 6:00 p.m., Valdese Town Hall.

March 23, 2021, MB#31

Town Clerk

Mayor

jl

LITTER SWEEP

APRIL 10-24, 2021

VOLUNTEER LOCALLY

Town of Valdese
Public Works
Invites you to
participate in the

**Biannual
Cleanup Drive**

Forms, posters and
telephone listings are
available at
ncdot.gov/littersweep

Call 828-879-2128 for
more information

Share your clean up
images at:

#LitterSweepNC

VALDESE
NORTH CAROLINA



LITTER SWEEP

**NORTH CAROLINA
APRIL 10-24, 2021**

Volunteer Locally

**North Carolina Department of
Transportation Biannual Cleanup Drive**

Forms, posters and telephone listings are available on our website.

ncdot.gov/littersweep

Share your clean-up images at:

#LitterSweepNC



ADOPT-A-HIGHWAY

Learn how you can help keep
North Carolina beautiful.
apps.ncdot.gov/LM



SWAT-A-LITTERBUG

Littering is illegal and a fineable offense upon conviction. G.S. 14-399. Let us know when a person is littering by contacting Litter Management through the Online Swat-A-Litterbug process or by calling the NC State Highway Patrol at *HP or NCDOT Litter Management at **1-800-331-5864**. Find out more at ncdot.gov/litterbug.

SPRING LITTER SWEEP APRIL 10-24, 2021

VOLUNTEER SAFETY RULES AND GUIDELINES

- ▶ Park in areas that: provide safe entrance and exit of the pickup area; do not create hazards with other vehicles and equipment operating near the work area; and provide maximum protection for volunteers getting in and out of the vehicle.
- ▶ All volunteers must wear a NCDOT approved orange safety vest. It is a good practice to wear long-sleeve shirts, gloves and high-top boots to protect against unforeseen hazards.
- ▶ Take extra precautions to prevent heat and cold stress when working in extreme temperatures. Pick up only during daylight hours and stop work during inclement weather.
- ▶ Face oncoming traffic while on foot. Stay off the road at least five feet from the pavement edge.
- ▶ Do not pick up in ditches, tunnels, on road surfaces, bridges, overpasses or medians. Avoid any construction areas.
- ▶ Work in small groups, allowing ample space for each volunteer to work safely.
- ▶ Place tools in a safe position so that sharp points are not exposed.
- ▶ Be aware of hidden obstructions that may have sharp edges and broken glass, especially in grassy areas.
- ▶ Do not attempt to squeeze bags to make room for more trash. Use caution when handling trash bags containing broken or sharp objects. Use proper lifting techniques when lifting bags.

- ▶ Do not pick up what appears to be hazardous material or any type of container with unknown contents (notify your local coordinator or NCDOT maintenance office if you encounter hazardous objects or holes, guy wires and other hidden obstacles in the ground.)
- ▶ Place trash bags where they can be easily retrieved by NCDOT personnel, but well clear of roadway traffic.
- ▶ Do not use or possess illegal drugs or alcohol prior to or during a cleanup.
- ▶ Provide adequate supervision by one or more adults 21 years of age or older for groups that have volunteers 12-17 years of age. All volunteers must be at least 12 years of age with adult supervision to participate.
- ▶ Know the routes to medical care in case of emergency and have a first-aid kit readily available.
- ▶ Conduct a safety meeting for all volunteers prior to each cleanup and go over all safety procedures, rules and guidelines. View the “North Carolina Adopt-A-Highway Safety” video and the “Colorado Meth Lab Waste Recognition” video prior to participating in a cleanup.

You can access all safety information and videos from our website at ncdot.gov/littersweep.

FORMS TO DOWNLOAD

Visit ncdot.gov/littersweep to download forms:

- ☐ Spring 2021 Litter Sweep poster
- ☐ Certificate of Appreciation request form
- ☐ Safety rules and regulations for volunteers
- ☐ Adopt-A-Highway reporting instructions
- ☐ Litter Sweep cleanup procedures
- ☐ Adopt-A-Highway media form
- ☐ For questions or to request copies, call 1-800-331-5864

MATERIALS & PICKUP

Visit your local NCDOT maintenance office for **gloves, safety vests** and **orange trash bags that are reversible to a blue color for glass, metal and plastic for recycling**. Dispose of recyclables yourself.

Please report pickups online at apps.ncdot.gov/LM (info needed: **Pickup key, route cleaned, # of volunteers, hours worked, # of recyclable bags and trash bags, and is NCDOT bag pick up needed.**) If you are not an Adopt-A-Highway volunteer, please use the Other Volunteer Pickup Key: NSLKC.

REMINDER: It is illegal to dispose of aluminum cans and plastic bottles in landfills.

 Please recycle this mailer after use.

SPRING 2021 LITTER SWEEP April 10-24, 2021

REQUEST FOR CERTIFICATE OF APPRECIATION (*Please Print*)

Issue in name of _____

Mail to _____

Address _____

City _____ State _____ ZIP _____ County _____

Phone (Work) _____ Home _____

Email _____

DEADLINE TO REQUEST CERTIFICATE IS **MAY 31, 2021**

Mail to: NCDOT Litter Management, 1540 Mail Service Center, Raleigh, NC 27699-1540
Email to: kasawyer2@ncdot.gov

THANK YOU FOR SAFELY PARTICIPATING IN LITTER SWEEP

North Carolina Department of Transportation
Litter Management
1540 Mail Service Center
Raleigh, NC 27699-1540



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (828) 879-2139 | TOWNOFVALDESE.COM

AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS

WHEREAS, the Town of Valdese desires to schedule an Independence Day Celebration, Annual Waldensian Festival; Treats in the Streets; and the Annual Valdese Christmas Parade; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for each of these special events; and

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

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

2021 Independence Day Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on July 2, 2021 from 5:00 PM until 11:00 PM.

2021 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 13, 2021 from 5:00 PM until 11:00 PM.

2021 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 14, 2021 from 5:30 AM until 11:00 PM.

2021 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 31, 2021 from 3:30 PM until 6:30 PM.

2021 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 4, 2021 from 9:30 AM until 12 Noon.

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

THIS, the 12th day of April, 2021.

John F. Black, Jr., Mayor

ATTEST:

Town Clerk

Eddie & Brenda Zimmerman
Waldensian Style Wines
2340 Quail Run
Connelly Springs, NC 28612

Town of Valdese,

Waldensian Style Wines respectfully requests to sell wine at the following events:

- Craft Market – Saturday, May 22nd from 9am-4pm on the field behind the Old Rock School
 - Independence Day Celebration on July 2, 2021 from 5:00pm until 11:00pm
 - 46th Annual Waldensian Festival
 - August 13, 2021 from 5pm until 11pm
 - August 14, 2021 from 3pm until 10:00pm
- (In the designated area in the 100 block of West Main Street in Downtown Valdese)

All our wines are listed as North Carolina wines. Waldensian Style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Sincerely,



Eddie Zimmerman
Waldensian Style Wines Owner



Old Colony Players, Inc.

400 Main Street West Valdese North Carolina
PO Box 112 Valdese NC 28690 | oldcolonyplayers.com | 828.522.1150

Dear Valdese Town Council & Mayor,

Old Colony Players respectfully requests to sell beer at the following Town of Valdese events coordinated by the Community Affairs Department:

- Family Friday Nights Summer Concert Series Kickoff Celebration held on May 28th, 2021 from 6:00pm to 10:00pm in the town parking lot located adjacent to the 100 block of West Main Street in Downtown Valdese.
- Valdese Independence Day Celebration held on July 2, 2021 from 5:00pm to 11:00pm located in parking spaces located adjacent to the 100 block of West Main Street in Downtown Valdese.
- Family Friday Nights Summer Concert Series Finale Celebration held on September 3rd, 2021 from 6:00pm to 10:00pm in the town parking lot located adjacent to the 100 block of West Main Street in Downtown Valdese.

Old Colony Players, Inc. is an all-volunteer, 501(c)(3) tax-exempt nonprofit corporation and is applying for a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission once the permit is issued for the event.

Sincerely,

A handwritten signature in black ink, appearing to read "Edyth Pruitt", is written over a horizontal line.

Edyth Pruitt
General Manager
ftdfoutdoordrama@yahoo.com

Town of Valdese Code Enforcement

April 12, 2021

Background for Proposed Ordinance Pertaining to Demolition of
Dwelling at 909 W. Main St.

Summary.

This presentation will lay out the steps taken by the town Code Enforcement Officer (CEO) and the pertinent N.C. General Statutes and Town Ordinances in relation to the property at 909 W. Main Street (PIN 2733563395). The dwelling on this property is in violation of State and Town regulations governing Minimum Housing Standards.

Brief History.

I took over as Code Enforcement Officer to the Town of Valdese in January of 2020. I was immediately made aware by the Town Manager that the dwelling located at 909 W. Main Street was of a primary concern.

After an investigation that concluded the dwelling was definitely in violation of state and town regulations governing minimum housing standards, I issued the property owner, Richard Deal, with a Notice of Violation (NOV) on 25FEB2020 and followed that up with an Order to Demolish on 19MAR2020.

I was soon to find out, however, that Mr. Deal had sold the house to Nordic Ventures, LLC, an entity owned by Darrell W. Johnson, though there was a Deed of Trust in effect, which allowed Mr. Deal to maintain a financial interest in the property.

I issued a NOV to Nordic Ventures on 27MAY2020, followed by an Order to Demolish on 11JUN2020. I subsequently learned that Mr. Johnson had passed and he had no known family in the area. Around mid October, 2020, I learned his sister, Ms. Judy Kuniba, was the executor of Mr. Johnson's estate. Ms. Kuniba lives in Chesapeake, Virginia.

I issued a NOV to Ms. Kuniba (and Richard Deal) on 5NOV2020 which began the enforcement process a third and final time.

Abating Violations of Minimum Housing Standards.

In Brief:

1. Issue Notice of Violation and set Hearing Date.
2. Hold Hearing, make decision on how to proceed.
3. Issue Order to Repair or Demolish.
4. Allow 10 days for Appeal.
5. Provide adequate time for property to be brought into compliance (usually 90+ days).
6. If not in compliance (or showing satisfactory progress toward compliance), municipality may pass an Ordinance, ordering the dwelling repaired/demolished by the town and the costs placed as a lien against the property.

Pertinent NC General Statutes and Town Ordinances.

General Statutes:

GS 160A-441 Exercise police power authorized.

GS 160A-443 Ordinance authorized as to repair, closing, and demolition; order of public officer.

GS 160A-444 Standards

GS 160A-445 Service of Complaints and Orders

GS 160A-446 Remedies

TOV Book of Ordinances:

Part 9, Chapter 1, Article D – Minimum Housing Standards

Sec. 9-1069 thru 1076 Safety/Public Health Standards

Sec. 9-1080 Methods of service of complaints and orders

Sec. 9-1085 Issue of complaint; hearing; determination of unfit dwelling; abatement.

Sec. 9-1086 Appeals from orders of Code Official/Code Enforcement Officer.

Sec. 9-1095 Procedure for enforcement.

Sec. 9-1098 Actions by Town Council.

Sec. 9-1100 Lien on property.

Investigation

The dwelling at 909 W. Main Street is in violation of numerous standards for Minimum Housing. All violations are based on Part 9, Chapter 1, Article D of the Code of the Town of Valdese in the following ways:

1. Improper Lighting and Ventilation.
2. Insufficient or No Plumbing, Heating and Electricity.
3. Structural Requirements, rendering the property unsafe.

All photos taken 4DEC2020, after acquiring an Administrative Search Warrant (emailed to Judy Kuniba).



Pertinent GS and Ordinances

GS 160A-444 Standards

TOV Sec. 9-1069 thru 1076 Safety/ Public Health Standards



Notification

A Notice of Violation was mailed to Judy Kuniba by email, First Class Mail, and Certified Mail on or around 5NOV2020. Cert Mail was picked up 12NOV2020.

A Notice of Violation was mailed to Richard Deal First Class Mail and Certified Mail on or around 5NOV2020. Cert Mail was picked up 17NOV2020.

COMPLAINT AND NOTICE OF HEARING BEFORE THE CODE ENFORCEMENT OFFICER UNDER MINIMUM HOUSING CODE

TO: Owners and parties in interest of the property located at 909 Main St West, Valdese, North Carolina.

YOU ARE HEREBY NOTIFIED that the dwelling unit and lot located at the address designated above is in a condition that appears to be unfit for human habitation and to violate Part 9, Chapter 1, Article D of the Code of the Town of Valdese in the following ways:

1. Improper Lighting and Ventilation.
2. Insufficient or No Plumbing, Heating and Electricity.
3. Structural Requirements, rendering the property unsafe.

YOU ARE FURTHER NOTIFIED that a hearing will be held before the Code Official of the Town of Valdese at the Town Hall, 102 Massel Ave SW, Valdese, at 10AM, 4 November, 2020, for the purpose of finding the facts as to whether or not the condition of such property falls within the scope of the above mentioned sections of the Housing Code. At the hearing, you shall be entitled to offer such evidence as is relevant to the questions sought to be determined or the remedies to be effected.

REVISION: At the estate executor's request for more time to get the deceased's assets in order, the Town has agreed to postpone the Hearing until 10AM on 2 December, 2020. If the executor is unable to attend the hearing, it can be conducted via teleconference at the appointed time by calling the number listed below.

YOU ARE FURTHER NOTIFIED that if, upon such hearing, the Code Official shall find that the conditions of the above described property do in fact violate the Housing Code, and do in fact render such dwelling unit unfit for human habitation, the Code Official will issue an order in writing directed to the owner of such property requiring the owner to remedy these conditions. The Code Official may make such other orders and take such other procedures as are authorized under the Housing Code and the General Statutes of North Carolina.

Further information as to this matter may be obtained by contacting the undersigned at 828-485-4264.

THIS the 3rd of November, 2020.

Todd C. Justice
Code Enforcement Officer
Western Piedmont Council of Governments

USPS TRACKING # 9590 9402 6021 0069 8208 88

RECEIVED NOV 12 2020 BY: JC 12:00 PM

United States Postal Service

Sender: Please print your name and address on the reverse so that we can return the card to you.

1. Article Addressed to: Judy Kuniba, 4648 Helmsburgh Drive, Chesapeake, VA 23321

2. Article Number (Transfer from service label): 7017 0660 0000 7475 0264

3. Service Type: Certified Mail, Signature Confirmation, Restricted Delivery

4. Signature: [Signature]

5. Received by (Printed Name): [Signature]

6. Date of Delivery: 11/12/2020

7. Is delivery address different from item 1? Yes

8. Attach this card to the back of the mailpiece, or on the front if space permits.

PS Form 3811, July 2015 PSN 7530-02-000-9053

USPS TRACKING # 9590 9402 6021 0069 8208 71

RECEIVED NOV 17 2020 BY: JC 3:40 PM

United States Postal Service

Sender: Please print your name and address on the reverse so that we can return the card to you.

1. Article Addressed to: Richard Deal, P.O. Box 301, Valdese, NC 28690

2. Article Number (Transfer from service label): 7017 0660 0000 7475 0257

3. Service Type: Certified Mail, Signature Confirmation, Restricted Delivery

4. Signature: [Signature]

5. Received by (Printed Name): [Signature]

6. Date of Delivery: 11/17/2020

7. Is delivery address different from item 1? Yes

8. Attach this card to the back of the mailpiece, or on the front if space permits.

PS Form 3811, July 2015 PSN 7530-02-000-9053

Pertinent GS and Ordinances

GS 160A-445 Service of complaints and orders

TOV Sec. 9-1080 Methods of service of complaints and orders



Hearing

I held a hearing with Ms. Kuniba on 2DEC2020 by phone. I explained the circumstances of the Notice of Violation and the concerns of the Town. I also explained the process of bringing the property into compliance or abatement by the Town.

Ms. Kuniba stated she was still working through her brother's estate and was as of yet unsure what steps she wanted to take. She said she knew it was a decision to either sell the property or have the dwelling renovated. She stated she had been in contact with Richard Deal about the property.

Richard Deal had expressed no interest in participating in the hearing and I have not heard from him throughout this process.

Decision: Based on my Findings of Fact, I decided to issue Ms. Kuniba with an Order to Demolish the dwelling, since, in my judgement, the costs of renovating the structure would be more expensive than 50% of the tax value of the property (current tax value \$37,934).

Pertinent GS and Ordinances

GS 160A-443(2) Ordinance authorized as to repair, closing, and demolition; order of public officer.

TOV Sec. 9-1085(a) Issue of complaint; hearing; determination of unfit dwelling; abatement.

FINDINGS OF FACT AND ORDER TO DEMOLISH

NAME: Nordic Ventures, LLC C/O Judy Kuniba
 ADDRESS: 4648 Helensburgh Drive
 Chesapeake, Virginia 23321

TO: Owners and parties in interest of the property located at **909 W. Main St, Valdese, North Carolina**. Parcel: 2733F22206

The undersigned Code Enforcement Officer, conducted a hearing at the place specified above and heretofore issued and served. parties in interest were carefully to other evidence presented described above, and such ins the other evidence offered at tr

Upon the record and undersigned Code Enforcement

1. The above-named owners at the place specified above w and Notice of Hearing which se above address is **unsafe** and At the hearing, the following c attorneys, were present and p: **Judy Kuniba, executor of her the property through Nordic. teleconference and describe she hopes to sell the property**

2. The premises described ab of the conditions found to be pr attached: Exhibit A "Original Nc "Complaint and Notice of Heari Facts Statement", dated 7DEC

3. Due to these conditions, the building and/or premises described above is found to be in condition within the meaning of the Town Minimum Housing Code, so as to be unsafe, in danger of collapse and unfit for human habitation;

IT IS THEREFORE ORDERED that the owners of the property above are required to bring such property into compliance with the Minimum Housing Code by **demolishing the structure**, by a date **not later than the 8th day of March, 2021**.

4. **Failure to comply with this notice WILL result in the Town of Valdese taking action to cause the abatement and the resulting costs being placed as a lien against the property.** The Town of Valdese may take other action as permitted by law, which may result in additional costs and/or attorney fees.

5. **Appeal:** An appeal from any decision or order of the Code Enforcement Officer may be taken by any person who is the subject of the decision or order. Any appeal from the official shall be taken within **ten days** from the rendering of the decision or notice of the order, and shall be taken by filing a notice of appeal, which shall specify the grounds upon which the appeal is based, with the Valdese Board of Adjustment (Valdese Town Hall, 828-879-2120). Any party may appear in person or by agent or attorney. The board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, but the concurring vote of four members of the board shall be necessary to reverse or modify any decision or order of the official.

THIS the 7th day of December, 2020.

Todd Justice
 Todd Justice
 Code Enforcement Officer
 (828) 455-2926 or todd.justice@wpcog.org

Order to Demolish

An Order to Demolish was mailed to Judy Kuniba by email, First Class Mail, and Certified Mail on or around 7DEC2020. Cert Mail was picked up 28DEC2020.

The Order to Demolish included the Findings of Fact (to include photos), the Order, and a copy of the Admin Search Warrant used to gather evidence for the Findings of Fact on 4DEC2020. It set a new deadline for compliance on 8MAR2021.

The Order also notified Ms. Kuniba of her right to file an appeal with the Town of Valdese within 10 days of receiving the Order. She elected to not take such action.

The image shows a USPS tracking label and a delivery receipt. The tracking label includes the tracking number 9590 9402 6021 0069 8209 18 and the address: Nordic Ventures, LLC, c/o Judy Kuniba, 4648 Helensburgh Drive, Chesapeake, Virginia 23321. The delivery receipt is dated DEC 28 2020 and signed by J. Kuniba. It includes checkboxes for various delivery options and a return receipt section.

Pertinent GS and Ordinances

GS 160A-443(3) Ordinance authorized as to repair, closing, and demolition; order of public officer.
 TOV Sec. 9-1085(b) Issue of complaint; hearing; determination of unfit dwelling; abatement.

Ordinance Ordering Abatement of Dwelling.

The next step in the process requires the Town Council pass an ordinance ordering the Town to begin abatement procedures.

Abatement will consist of the Town contracting for the demolition of the dwelling.

Any materials collected will then be sold and put toward the cost of the abatement. Any remaining costs will be placed as a lien against the property.

Current Bids for Abatement:

Company A – \$25,000

Company B – \$28,000

Company C – No bid submitted.

Pertinent GS and Ordinances

GS 160A-443(5) Ordinance authorized as to repair, closing, and demolition; order of public officer.

TOV Sec. 9-1085(e) Issue of complaint; hearing; determination of unfit dwelling; abatement.

Questions/Comments

**AN ORDINANCE DIRECTING THE CODE ENFORCEMENT OFFICER TO REMOVE
OR DEMOLISH THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN
HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT
THE SAME MAY NOT BE OCCUPIED**

File No. _____

WHEREAS, the Town Council of the Town of Valdese finds that the structure described herein is unfit for human habitation under the Town Minimum Housing Code and that all of the procedures of the Minimum Housing Code have been complied with; and

WHEREAS, this dwelling should be removed or demolished as directed by the Code Enforcement Officer and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of this structure has been given a reasonable opportunity to bring the structure up to the standards of the Minimum Housing Code in accordance with NCGS Chapter 160A, Part 6 pursuant to an order issued by the Code Enforcement Officer on the 7th day of December, 2020 and the owner has failed to comply with the Order;

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

Section 1. The owner of such building(s), dwelling(s) and premises is hereby ordered to vacate any occupants and/or personal property therein on or before the 21st day of April, 2021.

Section 2. The Code Enforcement Officer is hereby authorized and directed to place placards containing the legend:

"This building is unfit for human habitation. The use or occupation of
This building for human habitation is prohibited and unlawful."

On the building located at the following address:

909 W. Main St, Valdese, NC PIN: 2733563395

Section 3. The Code Enforcement Officer is hereby authorized and directed to proceed to remove or demolish the above described structure in accordance with his order to the owner thereof dated the 7th day of December, 2020, and in accordance with the Minimum Housing Code and NCGS 160A-443;

Section 4. (a) The cost of removal or demolition shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed in the office of the County Tax Collector, and shall have the same priority and be collected in the same manner as the lien for special assessments in Article 10 of NCGS Chapter 160A;

(b) Upon completion of the required removal or demolition, the Code Enforcement Officer shall sell the materials of the dwelling and credit the proceeds against the cost of removal or demolition. The Code Official shall certify the remaining balance to the Tax collector. If a surplus remains after the sale of the materials and satisfaction of the cost of removal or demolition, the Code Enforcement Officer shall deposit the surplus in the Superior Court where it shall be secured and disbursed in the manner provided by NCGS 160A-443.

Section 5. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 6. This Ordinance shall become effective upon its adoption.

ADOPTED this 12th day of April, 2021.

John F. Black Jr., Mayor

ATTEST:

Town Clerk

DEMOLITION and CLEARANCE BID

CLEARANCE BID SHEET

Bid Opening Date/Time: **March 31, 2021 at 10:00 AM**
 Bid Opening Location: Town of Valdese, NC
 Town Hall Conference Room
 Property Number/Property Address: PIN 2733563395/909 W. Main St

You may hand deliver your sealed bid to: Town of Valdese
 Attn: Todd C. Justice
 102 Massel Avenue S.
 Valdese, NC

or you may mail your sealed bid to: Town of Valdese
 Attn: Todd C. Justice
 P.O. Box 339
 Valdese, NC 28690

Bids not received by the time and date listed above will be rejected.

Certain clearance activities are to take place upon the lot described above. These include those services which are marked with an X.

- ☐ Clearance of Buildings, Debris and Lot
- ☐ Clearance of Lot Only
- ☐ Clearance of All Buildings
- ☒ Clearance of Only the Following Building: Main House
- ☐ Clearance of Entire Lot
- ☐ Clearance of the Following Portion of Lot:

☒ Additional Specific Directions: **DO NOT DEMOLISH, DAMAGE OR REMOVE CONCRETE DRIVE WAY OR STONE WALLS. DO NOT REMOVE THE CINDERBLOCK OUTBUILDING. ALL OTHER CONCRETE INCLUDING FOOTERS AND FOUNDATION MUST BE REMOVED. FILL AND COMPACT BASEMENT AND/OR DEPRESSION WITH CLEAN FILL DIRT ONLY.**

DEFINITIONS:

Building Clearance - The complete removal of all building materials from the lot including foundation, slabs, blocks and bricks.

Lot Clearance - The removal of all underbrush, trash, junk, trees less than 6" in diameter down to the bare ground in the immediate area of the structure unless otherwise specified above.

RESPONSIBILITIES OF CONTRACTOR INCLUDE:

- ☐ Coordinate with utility companies for the disconnection of all utilities and power and phone lines.
- ☐ Obtain any permits required from the Town Zoning Administrator, the County Building Inspection Office and the County Health Department.
- ☐ The lawful disposal, at an approved disposal site, of all building materials, trash and brush removed from lot. Provide the Code Enforcement Officer with copies of all disposal trip tickets. Burning or burying of any debris is not permitted.

DEMOLITION and CLEARANCE BID

CLEARANCE BID SHEET

RESPONSIBILITIES OF CONTRACTOR INCLUDE: (continued)

- ☐ Grading and smoothing disturbed areas (to accommodate a push mower), sowing grass and covering sown areas with sufficient straw to completely cover ground.

NOTE: Prior to commencing this project, the awarded contractor will be required to provide a current Certificate of Insurance submitted to the Town by fax at 888-798-1022 attention Todd C. Justice.

Please fill out this bid form and **return all pages** by the Bid Date shown at the top of page 1.



Todd C. Justice
Code Enforcement Officer



Western Piedmont
Council of Governments

Creative Regional Solutions Since 1968

Mailing Address: P.O. Box 9026 | Hickory, NC 28603
Physical Address: 1880 2nd Avenue NW | Hickory, NC 28601

Phone: 828.485.4264
Mobile: 828.455.2926
www.wpcog.org

DEMOLITION and CLEARANCE BID

CLEARANCE BID SHEET

PLEASE PRINT THE FOLLOWING INFORMATION:

Bidder Information: Company Name BLACKBURN Grading
Address 4111 Milton Rd.
Valdese, N.C. 28690
Phone 828 390-1461

1. I will perform the above described services for a gross bid fee of \$ 25,000.00
2. In addition, I am willing to deduct the sum of \$ 0 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 25,000.00

Subtract Item 2 (Salvage Materials) \$ 0

My net bid is \$ 25,000.00

Twenty Five Thousand

(My Net Bid in words)

Dollars

Vance Blackburn
Printed Name of Company Representative

Vance Blackburn
Signature of Company Representative

DEMOLITION and CLEARANCE BID

CLEARANCE BID SHEET

Bidder Information: Company Name Dickinson Hauling + Grading
Address 5891 Blue Grass Drive
Hickory, NC 28602
Phone 828 294 0270

1. I will perform the above described services for a gross bid fee of \$ 28,000
2. In addition, I am willing to deduct the sum of \$ 0 for salvageable building/other materials taken from the site and in lieu of a cash payment. These materials will be used to offset the above gross demolition bid price as indicated below.

Item 1 (Gross Bid fee) \$ 28,000

Subtract Item 2 (Salvage Materials) \$ 0

My net bid is \$ 28,000

twenty eight thousand + 00

(My Net Bid in words)

Dollars

Andy Dickinson

Printed Name of Company Representative

[Signature]

Signature of Company Representative

Please see attached addendum

Addendum

Dickinson Hauling Not Responsible for:

- Permits and fees aside from demolition permit from Burke County and Town of Valdese.
- Damage to any unmarked utilities or structures see or unseen.
- Damage to any septic systems.
- Damage to driveway or any other surfaces needed to access the property due to equipment.
- Erosion control, runoff aside from seed and sowing.
- Compaction requirements of soil coming in. Soil will be compacted with equipment spreading the soil only.
- Permitting or asbestos testing. If this is required price will need to be adjusted.
- Project timing will need to be worked into our schedule.
- Asbestos removal.
- Removal of hazardous materials.
- Removal or tanks, wells or any other unknown structures.

February 17, 2021

Mr. Seth Eckard
Town Manager
Town of Valdese
102 Massel Ave.
Valdese, North Carolina 28690

RE: Water Treatment Plant Upgrade MCC Replacements Project
Raw and Finished Water Pumping MCC Replacement
DWI Project No. H-SRP-D-17-0151
Town of Valdese, North Carolina

Dear Mr. Eckard:

A total of five (5) bids were received on January 21st, 2021 for the Raw and Finished Water Pumping MCC Upgrades segment of the Water Treatment Plant Upgrade MCC Replacements project. Smart Electric Company, Inc. was the lowest responsive, responsible bidder with a total bid amount of \$839,400.00. This bid amount is in excess of the project funds budgeted and so McGill Associates engaged in negotiations with Smart Electric Company in an effort to reduce the eventual contract value while still maintaining the integrity and intent of the project on behalf of the Town. Those negotiations resulted in a reduced bid value of \$789,957.00.

Smart Electric Company, Inc. is appropriately licensed with the NC General Contractor Licensing Board and has successfully completed similar projects in the past. Therefore, we recommend that the Town award the project to Smart Electric Company, Inc. in the negotiated amount of \$789,957.00. The award should be made contingent upon approval by NC DEQ Division of Water Infrastructure (DWI).

Enclosed for your use is the Certified Bid Tabulation. If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink, appearing to read 'R.J. Mozeley'.

R.J. MOZELEY, PE
Project Manager

rjm:

Enclosure


CERTIFIED BID TABULATION
WATER TREATMENT PLANT UPGRADE MCC REPLACEMENTS FOR RAW & FINISHED PUMP STATIONS (H-SRP-D-17-0151)
Town of Valdese, North Carolina

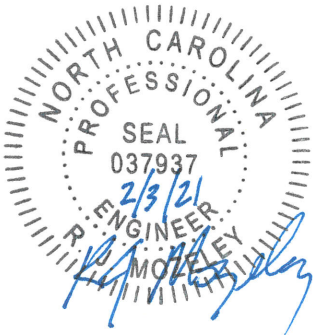
				Connelly Springs Electric, Inc.		ITAC		Lake Electric Company, Inc.		Page Power Systems, Inc.		Smart Electric Company, Inc.	
No	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Mobilization (3% Maximum)	LS	1	\$25,535.85	\$25,535.85	\$30,000.00	\$30,000.00	\$27,500.00	\$27,500.00	\$29,384.00	\$29,384.00	\$25,000.00	\$25,000.00
2	Medium Voltage MCC (MCC D)	EA	1	\$218,695.82	\$218,695.82	\$249,336.00	\$249,336.00	\$220,000.00	\$220,000.00	\$263,782.00	\$263,782.00	\$230,000.00	\$230,000.00
3	Medium Voltage MCC (MCC E)	EA	1	\$222,806.01	\$222,806.01	\$254,322.00	\$254,322.00	\$220,000.00	\$220,000.00	\$268,614.00	\$268,614.00	\$230,000.00	\$230,000.00
4	Medium Voltage Transformer (T-1)	EA	1	\$37,877.87	\$37,877.87	\$33,280.00	\$33,280.00	\$25,000.00	\$25,000.00	\$34,546.00	\$34,546.00	\$30,000.00	\$30,000.00
5	Low Voltage MCC (MCC R)	EA	1	\$57,028.27	\$57,028.27	\$59,617.00	\$59,617.00	\$45,000.00	\$45,000.00	\$54,778.00	\$54,778.00	\$55,000.00	\$55,000.00
6	Low Voltage VFD Panel	EA	1	\$64,420.52	\$64,420.52	\$74,673.00	\$74,673.00	\$50,000.00	\$50,000.00	\$67,576.00	\$67,576.00	\$55,000.00	\$55,000.00
7	Feeder Circuits (Wire and Conduit)	LS	1	\$28,415.28	\$28,415.28	\$48,415.00	\$48,415.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
8	Branch Circuits (Wire and Conduit)	LS	1	\$23,419.47	\$23,419.47	\$45,027.00	\$45,027.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
9	Control Circuits (Wire, Terminations, etc.)	LS	1	\$11,609.96	\$11,609.96	\$7,930.00	\$7,930.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00
10	Trench and Backfill	LS	1	\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
11	Miscellaneous Electrical	LS	1	\$23,218.06	\$23,218.06	\$32,235.00	\$32,235.00	\$282,247.00	\$282,247.00	\$23,920.00	\$23,920.00	\$20,000.00	\$20,000.00
12	Concrete Pads	EA	6	\$3,500.00	\$21,000.00	\$2,750.00	\$16,500.00	\$1,415.00	\$8,490.00	\$1,500.00	\$9,000.00	\$3,000.00	\$18,000.00
13	Electrical Supports	LS	1	\$5,992.94	\$5,992.94	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
14	Testing/Commissioning	LS	1	\$90,774.95	\$90,774.95	\$137,648.00	\$137,648.00	\$10,000.00	\$10,000.00	\$110,471.00	\$110,471.00	\$100,000.00	\$100,000.00
15	Electrical Identification	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
16	Restoration of Surfaces	LS	1	\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
17	SCADA Allowance	LS	1	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00	\$17,400.00
TOTALS:				*	\$848,195.00		\$1,012,783.00	\$962,637.00		\$979,471.00		*	\$839,400.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 21st day of January 2021, in the Community Room of Town Hall, 102 Massel Avenue, Valdese, North Carolina, 28690

R. J. MOZELEY, PE

*Corrected math error not affecting the outcome of bids.

 **mcgill** Shaping Communities Together
1240 19th Street Lane, NW, Hickory, North Carolina 28601
Firm License No. C-0459



Memorandum of Negotiation

Project: Water Treatment Plant MCC Replacements Project	Owner: Town of Valdese	Owner's Contract No.: H-SRP-D-17-0151
Contractor: Smart Electric Company, Inc.		Engineer's Project No.: 18.01304

Item No.	Description
1	Change transformer T1 from oil filled to dry type and move indoors (\$8,000)
2	Delete trench and backfill at transformer T1 (\$3,000)
3	Delete retaining wall and concrete pad for transformer T1 (\$3,000)
4	Standard testing in lieu of NETA testing (\$3,628)
5	Change from 5yr warranty to 2yr warranty on Motor Control Centers (\$13,605)
6	Delete coordination/Arc Flash Study (\$12,210)
7	Delete harmonic study (\$4,500)
8	Delete bus bar junction box and use power distribution box instead (\$1,500)

Attachments (list documents supporting change):

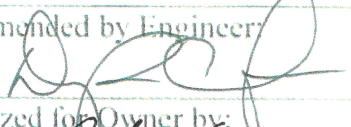


(1) Bid form; (2) February 3, 2021 Letter from Smart Electric Company, Inc. regarding cost reduction options.

Purpose for Memorandum of Negotiation:

Adjustments to the base bid price of \$49,443.00 in order to finalize the contract price.

Contract Price Adjustment:

Base Bid Price	\$ 839,400.00
Negotiated Price [Increase] [Decrease]	(\$ 49,443.00)
Adjusted Contract Price	\$ 789,957.00

Recommended by Engineer:	Date:
	2-8-21
Authorized for Owner by:	Date:
	2-8-21
Authorized for Contractor by:	Date:
 VIP	2/8/2021
Received by Funding Agency (if applicable):	Date:

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of Valdese, North Carolina has received bids, pursuant to duly advertised notice therefore, for construction of the Water Treatment Plant Upgrade MCC Replacements Project Raw and Finished Water Pumping MCC Replacement (NCDWI Project H-SRP-D-17-0151), and

WHEREAS, the Town's Consulting Engineer, McGill Associates, P.A. has reviewed the bids; and

WHEREAS, Smart Electric Company, Inc. was the lowest responsive, responsible bidder for the Water Treatment Plant Upgrade MCC Replacements Project Raw and Finished Water Pumping MCC Replacement (NCDWI Project H-SRP-D-17-0151), in the total bid amount of \$839,400.00. This amount was over the project budget and after the Town and Smart Electric Company engaged in bid negotiations the bid amount was reduced to \$789,957.00, and

WHEREAS, the consulting Engineer recommends **TENTATIVE AWARD** to the lowest responsive, responsible bidder contingent upon approval by NCDEQ-DWI of the Bid Information Package.

NOW, THEREFORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder(s) in the Total Bid Amount of \$789,957.00.

Name of Contractor	Amount
1. <u>Smart Electric Company, Inc.</u>	<u>\$839,400.00 (789,957.00 neg.)</u>
2. <u>Connelly Springs Electric, Inc.</u>	<u>\$848,195.00</u>
3. <u>Lake Electric Company, Inc.</u>	<u>\$962,637.00</u>
4. <u>Page Power Systems, Inc.</u>	<u>\$979,471.00</u>
5. <u>ITAC</u>	<u>\$1,012,783.00</u>

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Division of Water Infrastructure (Funding Agency).

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is 12th day of April 2021.

John F. Black, Jr., Mayor

Attest:

Town Clerk



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (828) 879-2139 | TOWNOFVALDESE.COM

Memorandum

To: John Black, Mayor
Valdeese Town Council

From: Greg Padgett, Public Service Director

Date: April 9, 2021

Subject: Offer & Acceptance for State Funding – Water Plant Upgrades MCC Raw & Finish Water Replacement

The Town was approved for a State Reserve Loan in the amount of \$884,022 by the Division of Water Infrastructure. The Town was also approved for a State Reserve Grant in the amount of \$210,692. The total amount of the funding offer is \$1,094,714 with \$20,840 in estimated closing fees. Staff is requesting Council to accept the funds from the State for the Water Plant MCC project. The Town will be responsible for repaying \$884,022 over a 20-year period.

This project will replace the Motor Control Center in both the raw and finished water buildings. The project will be replacing electrical components that are obsolete and, in some cases, no longer safe to operate.

Please, feel free to email me or call with any questions or clarifications prior to the council meeting.

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Project Number: H-SRP-D-17-0151

Town of Valdese
P.O. Box 339
Valdese, North Carolina 28690

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>	Funding Increases		
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input checked="" type="checkbox"/>	\$ 251,944	\$ 632,078	\$ 884,022
State Reserve Grant (SRP)	<input checked="" type="checkbox"/>	\$ 0	\$ 210,692	\$ 210,692
State Emergency Loan (SEL)	<input type="checkbox"/>			
Asset Inventory & Assessment Grant (AIA)	<input type="checkbox"/>			
Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>			

Project Description:

Water Plant Upgrades - MCC Raw & Finish Water Replacement of the existing motor control centers (MCC) at the Raw Water and Finished Water pumping stations, including replacement of motor feeders and related appurtenances, and reconfiguration of electric conduits and junction boxes to protect against flooding.

Total Financial Assistance Offer: **\$ 1,094,714**
Total Project Cost: **\$ 1,094,714**
Estimated Closing Fee*: **\$ 20,840**
For Loans
Principal Forgiveness: \$ _____
Interest Rate: 0% Per Annum
Maximum Loan Term: 20 Years

**Estimate closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

Signature

3/2/2021

Date

On Behalf of:

Town of Valdese

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

RESOLUTION BY VALDESE, TOWN COUNCIL

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$210,692, and a State Reserve Loan in the amount of \$884,022 for the replacement of the existing motor control centers (MCC) at the Raw Water and Finished Water pumping stations, including replacement of motor feeders and related appurtenances, and reconfiguration of electric conduits and junction boxes to protect against flooding

WHEREAS, the Town of Valdese intends to construct said project in accordance with the approved plans and specifications,

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

That the Town of Valdese does hereby accept the State Reserve Grant offer of \$210,692 and accepts the State Reserve Loan offer of \$884,022.

That the Town of Valdese does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the grant and loan offer, Section II - Assurances will be adhered to.

That Mr. Seth Eckard, Valdese Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted the 12th day of April, 2021.

John F. Black, Jr., Mayor

Town Clerk

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the ____ day of _____ 2021, by and between the **Town of Valdese** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the PROJECT entitled **Cline Ave Basin & Pump Station Upgrades Project**, which generally consists of the design and construction of the replacement of aged pipelines and manholes and an aged pump station and force main in the Town of Valdese wastewater collection system. This project proposes to replace approximately 2,200 LF of 8" gravity sewer lines and associated gravity sewer manholes beginning at the existing Cline Avenue Pump Station and extending upstream to Milton Avenue. The project also includes the upgrade of the existing pump station mechanical equipment, discharge piping in the station and approximately 1,575 LF of 8" force main.

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement. Financial assistance for this project is to be provided by the North Carolina Department of Environmental Quality, Division of Water Infrastructure (DWI) (hereinafter referred to as "Agency").

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3 The ENGINEER shall assist in the pursuit of obtaining approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain written authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other

services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.

- 1.5 The ENGINEER shall comply with all applicable federal, state, and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

ENGINEER shall provide the Basic Services set forth herein. ENGINEER'S Basic Services are identified herein. Services not set forth as Basic Services are considered Additional Services. OWNER shall not be responsible for any Additional Services unless they are mutually agreed to in writing by the OWNER and ENGINEER. Additional Services are not included as Basic Services and, thus, shall be paid for by the OWNER in addition to payment for Basic Services. ENGINEER's Basics Hourly Rates Schedule for additional services is included hereto as Attachment A and incorporated herein by reference as if fully set forth herein.

ENGINEER shall perform the following services under this contract:

2.1 ENGINEERING REPORT PHASE

- 2.1.1 Consult with the OWNER to discuss critical design elements and objectives for the project for concurrence and acceptance, and to discuss project schedules, gather initial data, coordination, and other preliminary matters.
- 2.1.2 Prepare an Engineering Report in accordance with guidance prepared by the Division of Water Infrastructure (DWI) as required to maintain eligibility for funding through the State Reserve Program (SRP). This work shall include following:
 - a. Identify and evaluate existing conditions related to the project.
 - b. Perform an alternatives analysis in accordance with DWI guidance.
 - c. Prepare opinions of probable construction costs, operations and maintenance costs, and present worth analysis for each alternative.
 - d. Update the project opinion of probable costs provided in the funding application.
 - e. Prepare the Financial Analysis for the selected alternative.
 - f. Conduct a planning session with the OWNER to review findings and proposed improvements.
 - g. Prepare the Engineering Report in accordance with DWI guidance.
 - h. Submit the draft Engineering Report to Town staff for review and comment.
 - i. Incorporate comments from Town staff and then submit the Engineering Report to DWI for review.
 - j. Respond to DWI comments and modify documents as necessary to assist in obtaining approvals.
- 2.1.3 Prepare a conceptual layout of the proposed gravity sewer line, sewer force main line, and pump station location.

2.2 DESIGN PHASE

- 2.2.1 Perform a site investigation of existing conditions.
- 2.2.2 Coordinate and participate in discussions with Town's designated representative regarding specific project objectives.

- 2.2.3 Conduct a survey of the existing work areas to locate existing structures and provide topography of the proposed work area.
- 2.2.4 Prepare preliminary design, equipment selections, and design calculations.
- 2.2.5 Review preliminary layout with OWNER for concurrence and acceptance.
- 2.2.6 Coordinate the provision of any subsurface investigation by others, if any, and assist with solicitations and preparing site maps identifying test locations.
- 2.2.7 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work including all design functions, and coordination for all construction sequencing of the project. Include all documentation related to the SRP funding requirements.
- 2.2.8 Review all of the design documents as described above with the OWNER for comments and approval throughout the design process. ENGINEER will provide a preliminary and final set of construction documents for approval.
- 2.2.9 Prepare and submit permit application and supporting documents to NCDEQ Division of Water Resources (Water Quality Section) for approval.
- 2.2.10 Prepare and submit bid package and supporting documents to NCDEQ Division of Water Infrastructure to assist in obtaining the funding approval.
- 2.2.11 Prepare and submit permit application and supporting documents to NCDEQ Land Quality Section, if required, to assist in obtaining the erosion and sediment control approval.
- 2.2.12 Perform an internal quality control and constructability review of the project.
- 2.2.13 Coordinate the provision of any subsurface or structural investigations or other types of testing and analysis needed for proper design. Actual performance of the investigations shall be provided as Additional Services in Section 3.
- 2.2.14 Advise the OWNER of any adjustment of the project cost caused by changes in scope, design requirements or construction costs and furnish a revised opinion of probable costs based on the final design documents.
- 2.2.15 Furnish final design documents as required to accomplish the design phase.
- 2.2.16 Prepare final drawings and specifications showing the scope, extent, and character of the work to be performed and furnished by Contractor.

2.3 BIDDING AND AWARD PHASE:

- 2.3.1 Prepare and furnish Bidding Documents for review and approval by OWNER, and assist OWNER in the preparation of other related documents.
- 2.3.2 Prepare the advertisement for bids for the Owner to place in newspapers of local circulation.
- 2.3.3 Maintain a record of prospective bidders to whom Bidding Documents have been issued.
- 2.3.4 Schedule a Pre-Bid Conference for prospective bidders and the OWNER to address any bidding questions, and to allow the prospective bidders to visit the project site.
- 2.3.5 Assist the OWNER in the prequalification of equipment as required.
- 2.3.6 Issue addenda as appropriate to clarify, correct or change the Bidding documents.
- 2.3.7 Consult with and advise the Owner as to the acceptability and responsibility of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.3.8 Attend the bid opening, prepare bid tabulation and assist OWNER in evaluating bids or proposal in assembling and awarding contracts for the project.
- 2.3.9 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.3.10 Conduct a preconstruction conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the project. Prepare and distribute minutes of the preconstruction conference to all parties.

2.4 CONSTRUCTION PHASE:

During active construction phase, ENGINEER shall:

- 2.4.1 Verify that work and materials are being used and performed in accordance with approved plans and specifications and that work on the project is being completed according to the plans and specifications.
- 2.4.2 Regularly assess the progress of the project and shall update OWNER monthly of the progress of the work on the project.

- 2.4.3 Issue instructions from OWNER to the contractors, prepare routine change orders, and act as an interpreter of the requirements of the contract documents and judge of the quality and efficiency of the work being performed by the contractors.
- 2.4.4 Manage payment requests from the contractors to OWNER and recommend the amounts that the contractors are to be paid upon their request for payment.
- 2.4.5 Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s), and disapprove or reject any work failing to conform to the Contract Documents. As part of this contract, field observation will be provided on a **part-time basis**, while work is ongoing, by a CFR for the duration of the original construction contract time. In addition to the CFR visits, the Engineer anticipates a monthly site visit during active construction activities for up to a nine (9) period. Field visits by the Engineer shall be limited to dates corresponding to scheduled construction progress meetings as described in Section 2.4.
- 2.4.6 Provide a Construction Administrator (CA) to oversee the activities of the CFR, and coordinate administrative and managerial tasks related to the project's construction phase.
- 2.4.7 Review and determine the acceptability of any shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
- 2.4.8 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the OWNER payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
- 2.4.9 Conduct a final observation site visit with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve to the OWNER final payment to the Contractor.
- 2.4.10 Respond to requests to modify project conditions during active construction.

- 2.4.11 Prepare for the OWNER one (1) set of full-size record drawings showing changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor. Provide OWNER with a full set of record drawings on CD in pdf format.
- 2.4.12 Prepare final engineering certifications required by State and/or local regulatory agencies.
- 2.4.13 Provide or make available project files and information to effect project close-out.

2.5 FUNDING ADMINISTRATION PHASE:

- 2.5.1 Assist the OWNER with outreach and funding documentation before bidding.
- 2.5.2 Review Contractor and OWNER documentation of DBE solicitations and Good Faith Efforts for completeness and submit to the funding agency for approval.
- 2.5.3 Prepare Project documentation and coordinate with funding agency to secure approval of the funding contract.
- 2.5.4 Review all documentation submitted by the Contractor for reporting of compliance with funding requirements.
- 2.5.5 Review pay applications for approval and release of funds by the funding agency.
- 2.5.5 Advise the OWNER in preliminary planning efforts to develop the most effective project scope to increase the firm pumping capacity of the Cline Avenue Pump Station and reduce infiltration and inflow to the Cline Avenue Basin.

2.6 POST CONSTRUCTION PHASE:

- 2.6.1 Assist the OWNER in assuring that the warranty period for the construction work is complied with.

SECTION 3 - ADDITIONAL SERVICES

If Authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.4 Preparing documents for alternate bids, phasing of construction, or multiple contracts requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon. Only one (1) solicitation of bidding is included. Multiple solicitations for bids or value engineering are not included in the scope.
- 3.5 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.6 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.7 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental evaluations necessary for the construction of the project.
- 3.8 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.
- 3.9 Coordinate the provision of documents necessary to assist the OWNER in obtaining any right-of-way easements or encroachment agreements from public bodies, entities or persons necessary for satisfactory construction of the project.
- 3.10 Prepare easement maps for use by the OWNER in acquiring right-of-way easements from private property owners required to install the proposed sanitary sewer lines.
- 3.11 Providing construction phase and construction progress meeting phase services that extend beyond the timeframe specified above.
- 3.12 Providing report phase services relating to the preparation of an Environmental Document that is associated with any other funding agency's requirements.

- 3.13 Additional or extended services during construction made necessary by prolongation of the construction contract, award of multiple contracts, or default by the Contractor under any prime construction contract if such construction contract is delayed beyond the original completion date.
- 3.14 Providing Special Inspections, if required to meet local building code requirements during construction of the project.
- 3.15 Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same General Conditions.
- 3.16 Evaluation of unsuitable subgrade materials during construction.

SECTION 4 - OWNERS RESPONSIBILITIES

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project. Any information provided by the OWNER shall be deemed reliable.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.4 Subject to the generally accepted standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to the OWNER.
- 4.5 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.6 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.7 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.8 Pay for all reasonable costs incident to obtaining permits and bids or proposals from Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish copies of all approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

- 4.13 Bear all costs incident to compliance with the requirements of this Section 4 except where Contractor will assume responsibility for the same.
- 4.14 Obtain any subsurface geotechnical investigations or other types of testing and analysis for the Project if needed.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services described herein for a period of time deemed reasonable for work of this nature. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall work towards the completion of the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.2 The OWNER will compensate the ENGINEER for Basic Services as outlined in Section 2, the following fees:

<u>Engineering Report Phase</u>	Lump Sum, amount of: \$22,000
<u>Design Phase</u>	Lump Sum, amount of: \$89,000
<u>Bidding & Award Phase</u>	Lump Sum, amount of: \$7,000
<u>Construction Phase</u>	Lump Sum, amount of: \$72,000
<u>Planning & Funding Administration Phase</u>	Lump Sum, amount of: \$20,000
<u>Post Construction Phase</u>	Hourly Basis
<u>Total Lump Sum Fee</u>	<u>\$210,000</u>

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.

6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 This Agreement may be terminated by OWNER upon 15 days written notice for any reason or no reason at all. This Agreement may also be terminated by either party if the other party fails substantially to perform through no fault of the non-defaulting party and does not commence correction of such non-performance within ten (10) working days of written notice to do so and diligently complete the correction thereafter.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 OWNERSHIP OF DOCUMENTS

- 7.2.1 All documents, calculations, drawings, specifications, maps, field notes, data and other items generated during the performance of services shall be considered intellectual property and remain the property of the ENGINEER as instruments of service. After ENGINEER has been paid in full, the OWNER shall be provided a set of record drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

7.3 OPINIONS OF PROBABLE COSTS

- 7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable costs for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from opinions of probable costs prepared by him.
- 7.3.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, or (2) authorize negotiating or rebidding the project within a reasonable time. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

7.4 INSURANCE AND CLAIMS

7.4.1 ENGINEER shall provide and maintain, at its own expense, during the term of this Agreement the following insurance covering its operations.

- A. AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person and \$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- B. COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the ENGINEER performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by ENGINEER or anyone directly or indirectly working for or on ENGINEER'S behalf. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence / \$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.
- C. PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence basis with policy limits of \$2,000,000 per claim/\$2,000,000 annual aggregate.
- D. WORKERS' COMPENSATION – Worker's Compensation insurance meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

7.5 SUCCESSORS AND ASSIGNS

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any

officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 INDEMNIFICATION

To the extent allowed by law, OWNER agrees to indemnify, defend and hold ENGINEER, its owners, agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against ENGINEER which arise in whole or in part out of the failure by the OWNER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services or from the inaccuracy or incompleteness of information supplied by the OWNER and reasonably relied upon by ENGINEER in performing its duties or for unauthorized use of the deliverables generated by ENGINEER.

To the extent allowed by law, ENGINEER agrees to indemnify, defend, and hold OWNER and its employees, harmless from any and all claims, and costs brought against OWNER which arise in whole or in part out of the failure by the ENGINEER to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" and any Additional Services.

7.7 ENTIRE AGREEMENT

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: _____

Douglas Chapman, PE
Principal Hickory Office Manager

(SEAL)

TOWN OF VALDESE

ATTEST: _____

Jessica Lail
Town Clerk

By: _____

Seth Eckard
Town Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____

Bo Weichel, Finance Officer

APPROVED AS TO LEGAL FORM:

By: _____

Marc Mitchell, Town Attorney

BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

COUNCIL AGENDA MEMO

To: Town Clerk
From: Greg Padgett, Public Services Director
Date: April 9, 2021
Re: Industrial Arts Building

REQUEST

Accept bid to tear down Industrial Arts Building

BACKGROUND

The Town has long weighed options to restore, tear down or leave the IA Building as is. Per discussions over time and specifically at the budget retreat. Staff has been tasked with seeking bids to tear down the IA Building. Staff has requested quotes from 4 different companies to perform the required task including backfilling the property with dirt creating a slope from the football field side down to the parking lot. This area will be sewn in the grass as well, leaving an aesthetically pleasing site. At the time of this memo, all quotes have not been received.

RECOMMENDATION

Staff recommends awarding bid to _____ at a cost of \$_____.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☒

No

☐

RESOLUTION REPEALING SECTION 2-2010
(APPOINTMENT OF TOWN CLERK)
OF THE CODE OF ORDINANCES

WHEREAS, Section 2-2010 of the Code of Ordinances provides that the town council shall appoint a town clerk; and

WHEREAS, G.S. 160A-148(1) provides that all city officers and employees not elected by the people whose appointment is not otherwise provided for by law shall be appointed by the town manager; and

WHEREAS, the council has determined that it would be in the best interest of the town if the town manager, as opposed to the town council, appointed the town clerk; and

WHEREAS, upon repeal of Section 2-2010, it would become the town manager's responsibility to appoint the town clerk as provided in G.S. 160A-148(1);

IT IS THEREFORE RESOLVED that Section 2-2010 (Appointment of Town Clerk) of the Code of Ordinances is hereby repealed. This ordinance repeal shall take effect upon adoption.

THIS, the 12th day of April, 2021.

TOWN OF VALDESE

By: _____
John F. Black, Jr., Mayor

ATTEST:

Town Clerk

(CORPORATE SEAL)

TOWN OF VALDESE PAY PLAN Updated 4/12/2021

Pay Grade	Min	Market	Max	FLSA	Classification
10	26,300	31,310	37,572	N	Public Works Maintenance Worker I
10	26,300	31,310	37,572	N	Street Maintenance Worker I
10	26,300	31,310	37,572	N	Utilities Maintenance Worker I
11	27,615	34,519	41,423	N	Public Works Maintenance Worker II
11	27,615	34,519	41,423	N	Street Maintenance Worker II
11	27,615	34,519	41,423	N	Utilities Maintenance Worker II
12	28,996	36,245	43,494	N	Equipment Operator
12	28,996	36,245	43,494	N	Utility Field Service Technician I
12	28,996	36,245	43,494	N	Wastewater Treatment Plant Operator I
12	28,996	36,245	43,494	N	Water Treatment Plant Operator C
13	30,446	38,058	45,669	N	
14	31,968	39,960	47,952	N	Administrative Specialist I
14	31,968	39,960	47,952	N	Customer Service Representative
14	31,968	39,960	47,952	N	Fleet Mechanic I
14	31,968	39,960	47,952	N	Laboratory Technician
14	31,968	39,960	47,952	N	Meter Technician I
14	31,968	39,960	47,952	N	Utility Field Service Technician II
14	31,968	39,960	47,952	N	Wastewater Treatment Operator II
14	31,968	39,960	47,952	N	Water Treatment Plant Operator B
15	33,567	41,958	50,350	N	Animal Control Officer
15	33,567	41,958	50,350	N	Fleet Mechanic II
15	33,567	41,958	50,350	N	Meter Technician II
15	33,567	41,958	50,350	N	Plant Maintenance Mechanic
16	35,245	44,056	52,868	N	Administrative Specialist II
16	35,245	44,056	52,868	N	Events and Facilities Supervisor
16	35,245	44,056	52,868	N	Fire Engineer
16	35,245	44,056	52,868	N	Fire Engineer/Maintenance
16	35,245	44,056	52,868	N	Public Works Crew Leader
16	35,245	44,056	52,868	N	Wastewater Treatment Plant Operator III
16	35,245	44,056	52,868	N	Water Treatment Plant Operator A
17	37,007	46,259	55,511	N	Accounting Technician I
17	37,007	46,259	55,511	N	Assistant Community Affairs Director
17	37,007	46,259	55,511	N	Athletics Programs Supervisor
17	37,007	46,259	55,511	N	Police Officer I
17	37,007	46,259	55,511	N	Code Enforcement/Animal Control Officer
17	37,007	46,259	55,511	N	Wastewater Treatment Plant Maintenance Mechanic Supv
17	37,007	46,259	55,511	N	Wastewater Treatment Plant Operator IV
18	38,858	48,572	58,287	N	Accounting Technician II

18	38,858	48,572	58,287	N	Fire Marshal
18	38,858	48,572	58,287	N	Laboratory Supervisor
18	38,858	48,572	58,287	N	Police Officer II
19	40,801	51,001	61,201	N	
20	42,841	53,551	64,261	E	Aquatics and Fitness Supervisor
20	42,841	53,551	64,261	N	Police Sergeant
20	42,841	53,551	64,261	N	Utility Maintenance Crew Leader
21	44,983	56,228	67,474	N/E	
22	47,232	59,040	70,848	N/E	
23	49,593	61,992	74,390	N	Assistant Fire Chief
23	49,593	61,992	74,390	N	Assistant Police Chief/Detective
23	49,593	61,992	74,390	E	Wastewater Treatment Plant Superintendent
23	49,593	61,992	74,390	E	Water Treatment Plant Superintendent
24	52,073	65,091	78,109	N	Assistant Public Works Director
25	54,677	68,346	82,015	E	
26	57,410	71,763	86,116	E	Planning Director
26	57,410	71,763	86,116	E	Community Affairs Director
27	60,281	75,351	90,421	E	Deputy Town Clerk/HR Director
27	60,281	75,351	90,421	E	Parks and Recreation Director
28	63,295	79,119	94,943	E	Fire Chief
28	63,295	79,119	94,943	E	Police Chief
29	66,460	83,075	99,690	E	Water Resources Director
30	69,783	87,228	104,674	E	Public Works Director
30	69,783	87,228	104,674	E	Public Service Director
31	73,272	91,590	109,908	E	Finance Director

Town Manager (Not Administered on Pay Plan)

**TOWN OF VALDESE
AMERICAN RESCUE PLAN
CAPITAL RESERVE ORDINANCE**

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve ordinance is hereby adopted.

Section 1. The purpose of this reserve fund is to recognize and distribute funding from the American Rescue Plan according to the US Department of Treasury guidelines on eligible items. Eligible items these funds may be used for include replacement of lost revenue due to the pandemic, eligible expenses under the CARES Act, and utility infrastructure. Funds will be fully accumulated by the end of FY 21-22 and must be used by December 31st, 2024.

Section 2. The officers of this unit are hereby directed to proceed with the capital reserve 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 fund:

Source	Amount	Account Number
Proceeds for General	\$ 390,000	77.3970.001
Proceeds for Utilities	900,000	77.3970.002

	\$ 1,290,000	
	=====	

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

Source	Amount	Account Number
Transfer to General	\$ 390,000	77.4200.740
Transfer to Utilities	900,000	77.8120.740

	\$ 1,290,000	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Capital Reserve 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. 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 7. 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 8: Copies of this ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 12th day of April, 2021.

John F. Black, Jr., Mayor

Town Clerk

TOWN OF VALDESE
CLINE AVE. BASIN & PUMP STATION UPGRADES
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is **Cline Ave. Basin and Pump Station Upgrades**. Project proposes replacement of aged pipelines and manholes and an aged pump station and force main in the Town of Valdese wastewater collection system. This project proposes to replace approximately 2,200 LF of 8" gravity sewer lines and associated gravity sewer manholes beginning at the existing Cline Avenue Pump Station and extending upstream to Milton Avenue. The project also includes the upgrade of the existing pump station mechanical equipment, discharge piping in the station and approximately 1,575 LF of 8" force main. The project is to be financed by Division of Water Infrastructure SRP loan of 1.10% interest rate.

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

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Utility Fund Contribution	\$ 23,520	50.3000.001
SRP Loan	1,176,000	50.3000.002

	\$ 1,199,520	
	=====	

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Engineering Report	\$ 22,000	50.8110.100
Design	89,000	50.8110.200
Bidding & Award	7,000	50.8110.300
Construction Admin	72,000	50.8110.400
Planning & Funding Admin	20,000	50.8110.500
Loan Closing Fee	23,520	50.8110.600
Legal/Admin	5,000	50.8110.700
Construction	961,000	50.8110.800

	\$ 1,199,520	
	=====	

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 12th day of April, 2021.

John F. Black, Jr., Mayor

Town Clerk

Valdese Town Council Meeting

Monday, April 12, 2021

Capital Project Ordinance Amendment # 5-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Phase II environmental site assessment
Preparation and submittal of Environmental Report for USDA

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.001	Distributions		17,204
Total		\$0	\$17,204

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	17,204	
Total		\$17,204	\$0

Section II:

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

Valdese Town Council Meeting

Monday, April 12, 2021

Capital Project Ordinance Amendment # 1-54

Subject: Water Plant Upgrades (MCC)

Description: To amend capital project ordinance Fund 54
 The original CPO was approved at the August 2018 council meeting.
 In accordance with the amended offer and acceptance, this will increase the loan amount over the original project ordinance.

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
54.3970.000	Transfer from Utility Fund	16,000	
54.3480.002	State Reserve Loan (0% interest)		251,944
Total		\$16,000	\$251,944

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
54.8120.045	ER/EID Prep	16,224	
54.8120.041	Loan Admin Fee	4,841	
54.8120.760	Construction	171,086	
54.8120.900	Contingency	43,793	
Total		\$235,944	\$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.