



Town of Valdese

Town Council Meeting

Monday, April 6, 2020

6:00 P.M.

Please note due to COVID-19 (coronavirus), this meeting is being held electronically to allow for remote participation by Council Members, members of the media, citizens and members of the general public, and all other interested parties. The meeting can be accessed through ZOOM as follows:

OPTION 1 - Join the meeting through Zoom on your computer, tablet, or smartphone

Simply click on the following link or type it into your internet browser:

https://zoom.us/j/100070506

Meeting ID: 100 070 506

1. Call Meeting to Order

2. Informational Items:

- A. Communication Notes
- B. Reading Material

3. Open Forum/Public Comment

OPTION 2 - Join the meeting through audio only via telephone

Simply call the following number:

1 (646) 558 - 8656

When prompted, enter the Meeting ID: 100 070 506, followed by the Pound sign (#).

Depending on your carrier, long distances charges may apply.
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4. 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 2nd, 2020
- B. Approval of Budget Retreat Minutes of March 23rd, 2020
- C. Spring Litter Sweep, April 11-25, 2020
- D. Set Public Hearing Date for Conditional Use Permit Application #1-3-20 Pine Crossing(Crowhill Park)
- E. Set Public Hearing Date for Conditional Use Permit Application #2-3-20 Tron Place (Stroup)
- F. Approval of Lease Agreements at the Old Rock School with Dream Connections and Still Waters Counseling, Inc.

5. New Business

- A. Approval of Council Electronic Meetings Policy
- B. Public Hearing for Text Amendment to Valdese Zoning Ordinance – Off-Street Parking
- C. Award of Bid – High Service Pump Replacement
- D. Erosion at McGalliard Falls Overlook
- E. Budget Amendment

6. Manager's Report

- A. 2020 Census reminder
- B. Town Offices Closed on Friday, April 10, 2020, for the Easter Holiday
- C. Next Council meeting scheduled for Monday, May 4, 2020, 6:00 p.m.

7. Mayor and Council Comments

8. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: March 31, 2020

Subject: Monday, April 6, 2020 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of March 2, 2020

B. Approval of Budget Retreat Minutes of March 23, 2020

C. Spring Litter Sweep, April 11-25, 2020

Enclosed in the agenda packet is information from NC Department of Transportation regarding the Biannual Cleanup Drive to be held April 11-25, 2020.

D. Set Public Hearing Date for Conditional Use Permit Application #1-3-2020 Pine Crossing(Crowhill Park)

Enclosed in your packet is a memo and a location map from the Planning Department requesting that Council set a public hearing date on Monday, May 4, 2020, for a Conditional Use Permit application #1-3-2020 for Western North Carolina Housing Partnership, Pine Crossing(Crowhill Park).

E. Set Public Hearing Date for Conditional Use Permit Application #2-3-20 Tron Place (Stroup)

Enclosed in your packet is a memo and a location map from the Planning Department requesting that Council set a public hearing date on Monday, May 4, 2020, for a Conditional Use Permit application #2-3-2020 for MC MORGAN & ASSOCIATES INC., Tron Place(Stroup).

G. Approval of Lease Agreements at the Old Rock School with Dream Connections and Still Waters Counseling, Inc.

Enclosed in your agenda packet are two lease agreements for rental space at the Old Rock School. The Dream Connections Lease in the amount of \$1045.00 per month and the Still Waters Counseling Lease in the amount of \$305.00 per month.

7. New Business

A. Approval of Council Electronic Meetings Policy

Enclosed in your agenda packet is a proposed electronic meeting policy that would only go in effect when meeting in person would pose a threat to the health or safety of persons attending the meeting in conjunction with a declaration of a State of Emergency.

Requested Action: Staff requests that Council approve the policy as presented.

B. Public Hearing for Text Amendment to Valdese Zoning Ordinance – Off-Street Parking

Mayor Black will open the public hearing and Planning Director Larry Johnson will present the proposed text amendment of Article F Off-Street Parking Requirements, Schedule of Parking Spaces. Enclosed in your packet is a memo and the proposed changes from the Planning Department.

Requested Action: Staff requests that Council approve the rezoning as presented.

C. Award of Bid – High Service Pump Replacement

Enclosed in your agenda packet are two bids recommended by McGill Associates, P.A., for the installation of a 3.0 MGD High Service Pump Replacement. The lowest bidder was from Charles R. Underwood, Inc., Sanford, NC, in the amount of \$78,048.00. (Other bid: ClearWater, Inc., Hickory, NC - \$181,000.00) Public Service Director Greg Padgett will be at the meeting to discuss. A breakdown of the funding is also included in the agenda packet.

Requested Action: Staff recommends that Council award the bid to the lowest bidder, Charles R. Underwood, Inc., in the amount of \$78,048.00.

D. Erosion at McGalliard Falls Overlook

Enclosed in your agenda packet is a memo and bid tabulations from Parks & Recreation Director, Doug Knight, for the bank repairs at McGalliard Falls Park. During heavy rains, this past winter, a section of the bank has partially washed out located next to the observation deck. The lowest bidder was Dickinson Hauling and Grading, Inc., Hickory, NC, in the amount of \$3,500. (Other bid: Danny Harris Grading, Morganton, NC - \$10,000 - \$15,000)

Requested Action: Staff recommends that Council award the bid to the lowest bidder, Dickinson Hauling and Grading, Inc., in the amount of \$3,500 to complete the repairs.

E. Budget Amendment

Enclosed in the agenda packet is a budget amendment prepared by Finance Director Bo Weichel. Mr. Weichel will be at the meeting to present this budget amendment.

READING MATERIAL



TOWN OF VALDESE, NC

ADVANCED METERING INFRASTRUCTURE IMPLEMENTATION PROJECT

MONTHLY PROJECT SUMMARY REPORT

March 15, 2020

Prepared by:



703 W. Johnson St.
Raleigh, NC 27603

I. PROJECT SUMMARY

Overall Project Completion:

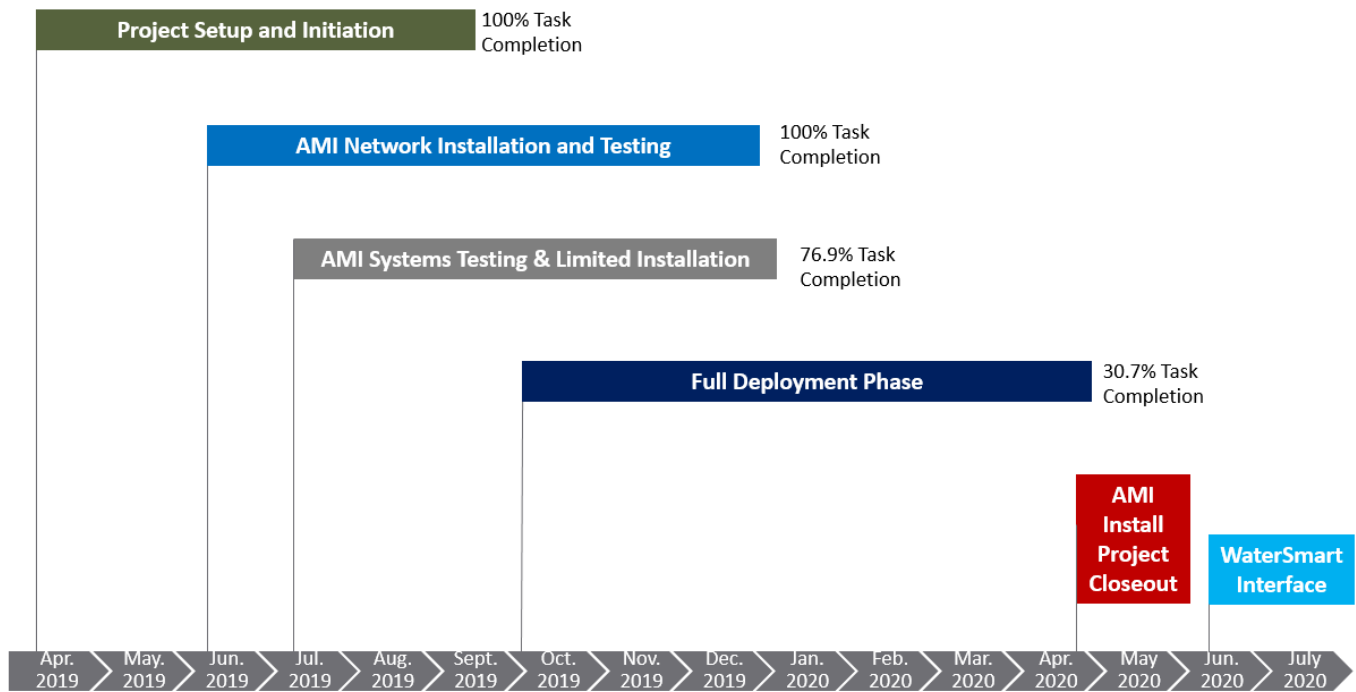


Figure 1. Town of Valdese AMI Project Progression Status

II. NETWORK

Completed:

- All collectors have been installed and reporting on the network
- 38 repeaters have been installed and reporting on the network
- As of 3/12, 98.4% of reads are reporting on the network over a 3-day read window but should be above 98.5% when newly installed meters receive the server install message to report on the network; MeterSYS is monitoring network performance on a daily basis

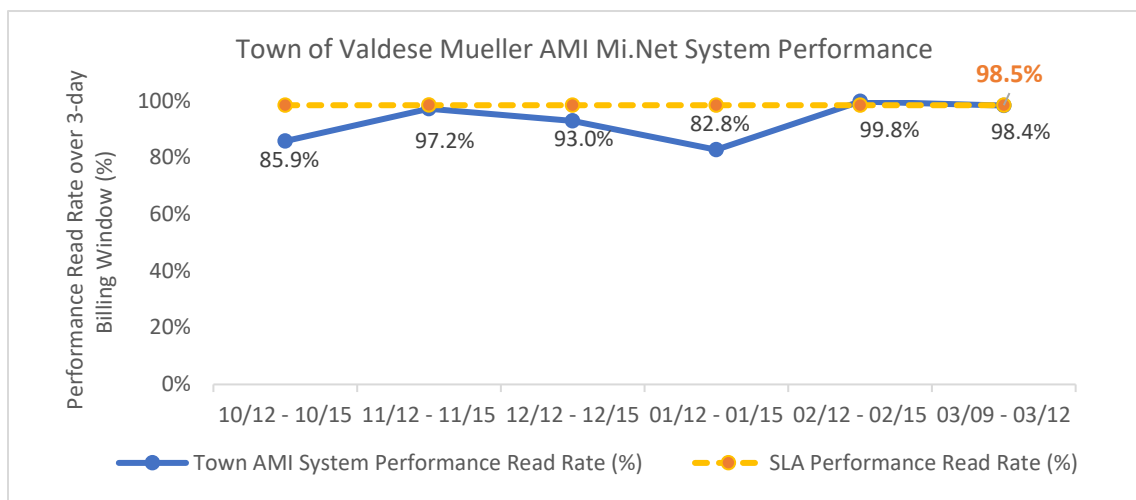


Figure 2. Town of Valdese AMI Network Performance Summary

III. INSTALLATION/EQUIPMENT

Completed:

- The map below shows the install activities. Red indicates routes that have been completed and blue indicates routes that are still pending. Completed routes include 47, 32, 61, 43, 45, 25, and 26.

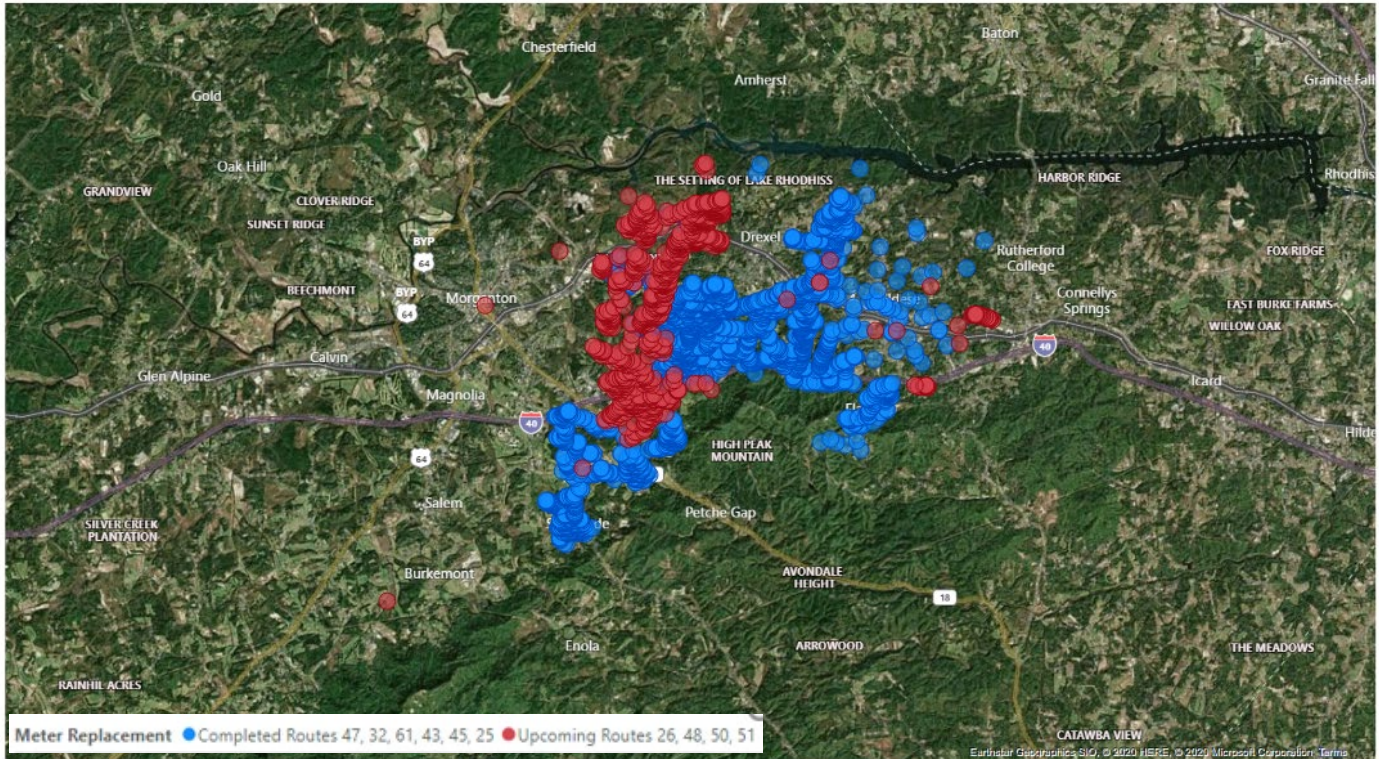


Figure 3. Town of Valdese Install Progression Map

- The pie chart below shows the total number of installs completed as of 3/12:

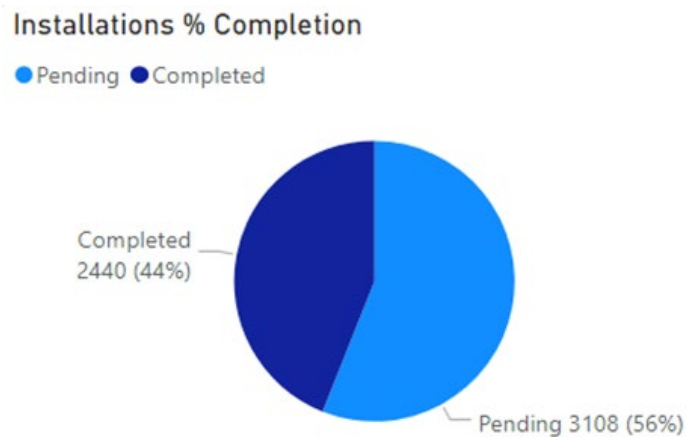


Figure 4. Town of Valdese Install Progression Summary Charts

- The chart below details the number of meter installs that have been completed by meter size as of 3/12:

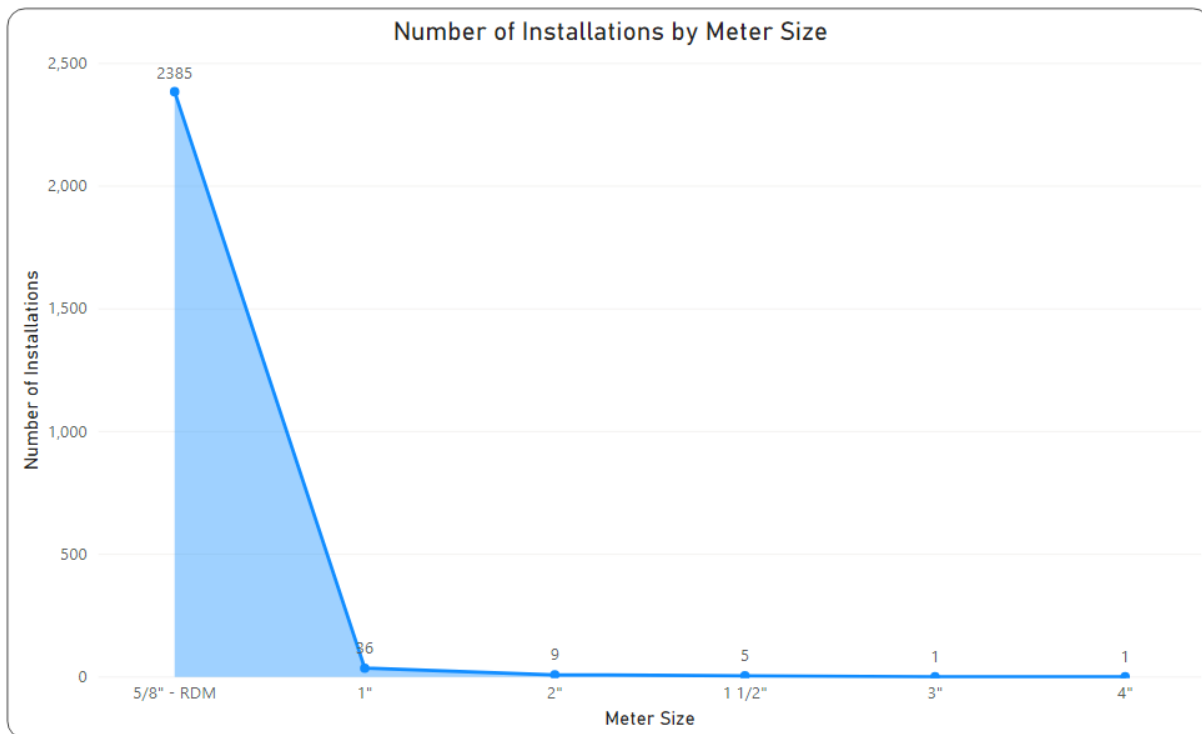


Figure 5. Town of Valdese AMI Meter Installs by Meter Size

- QA/QC Install and Data Management
 - MeterSYS conducted a QA audit for Route 25 with only a few issues that have been shared with Fortiline to correct
 - MeterSYS routinely monitors the data in the iForm work order management system and Mi.Net to ensure the integrity of the data and to confirm the systems are running at optimal performance
 - Efforts to validate and correct the data are coordinated and completed by MeterSYS and the Mueller NOC
 - MeterSYS has identified 120 data errors in the Mi.Net system, and over 100 data errors in iForm.
 - Data modifications include changes to the following fields: Meter Serial Number, Meter Body ID, Final Read, Last Reads, Meter Size, and Multiplier
 - Below is the inventory count as of 3/12:

EQUIPMENT	INVENTORY QUANTITY	REMAINING (AS OF 12/15)
5/8 X 3/4	5100	2715
1"	31	0
1.5"	13	8
2"	10	1
3"	3	2
4"	16	15
6"	12	12
8"	3	3
10"	1	1

Table 1. Town of Valdese AMI Meter Inventory Data

Next Steps:

- Begin installs in Route 31 on 3/16 and to be completed on 3/20
- Next installs in Routes 48, 50, and 51 on 3/23 and to be completed on 3/30

- MeterSYS onsite week of 3/16 to complete QA in Route 26

IV. SYSTEMS INTEGRATION

Pending:

- Validation to ensure all accounts in the CIS Sync file are updated in Mi.Net
- Then, MeterSYS will deliver Software Integration Signoff package
- WaterSmart Customer Engagement Platform
 - WaterSmart to provide additional SaaS provisions prior to Town review and approval of SaaS agreement
 - Contract setup date for SaaS agreement to be July 1st
 - Interface work by Harris is in progress; work by WaterSmart is on hold until June
 - Town to promote platform to customers in June
- Mi.Net Tier-2 training on 3/25 to be rescheduled

V. FINANCIALS MANAGEMENT

- Updated as of 3/12:

Project Element	Total Value	Total Expended to Date	Total % Expended
Equipment (excludes sales tax)	\$ 1,533,724	\$ 1,533,724	100%
Labor (excludes sales tax)	\$ 328,992	\$ 24,500	7%
Software	\$ 52,530.09	\$ 8,500	16%
Mueller Project Management	\$ 59,235	\$ 19,745	33%
Bond	\$ 15,700	\$ 15,700	0%
MeterSYS Program Management	\$ 198,743	\$ 118,613	60%
Harris Systems Integration	\$ 3,975	\$ 1,050	26%

Table 2. Valdese AMI Project Financials Summary

VI. UPCOMING ACTIVITIES

- Project Status Call on 3/18 at 10:30am

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**FEBRUARY 1st-29th, 2020**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF FEBRUARY, 2020. 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	158.5 HOURS
VEHICLE DUTY	115 HOURS
EQUIPMENT DUTY	75 HOURS
EMERGENCY RESPONSES (ON DUTY)	52 HOURS
TRAINING (ON DUTY)	47 HOURS
FIRE ADMINISTRATION	242 HOURS
TRAINING ADMINISTRATION	20 HOURS
MEETINGS	10 HOURS
FIRE PREVENTION ADMINISTRATION	19 HOURS
FIRE PREVENTION INSPECTIONS	34 HOURS
<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>
ASSEMBLY	6
BUSINESS	6
EDUCATIONAL	0
FACTORY/INDUSTRIAL	3
HAZARDOUS	0
INSTITUTIONAL	0
MERCANTILE	3
RESIDENTIAL	1
STORAGE	5
UTILITY/MISC	0
TOTAL INSPECTIONS:	24
	<u>VIOLATIONS</u>
	145
	47
	0
	150
	0
	0
	11
	1
	29
	0
	383
PUBLIC RELATIONS	11 HOURS
HYDRANT MAINTENANCE	0 HOURS
SAFETY ADMINISTRATION	34 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	8 HOURS
EXTRA DUTY FIRES	18 HOURS
NON-DEPARTMENTAL DUTIES	1 HOURS
EXTRA DUTY TRAINING	85.5 HOURS
EXTRA DUTY FIRE/MED STANDBY	3.5 HOURS
PHYSICAL TRAINING	48 HOURS
EXTRA DUTY MEDICAL RESPONSES	36 HOURS
VOLUNTEER FIREFIGHTER TRAINING	281.5 HOURS
TOTAL TRAINING MANHOURS:	414 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	5
CARBON MONOXIDE ALARM	0
ODOR/SMOKE INVESTIGATION	1
MUTUAL AID TO STATION 63	2
MUTUAL AID TO STATION 66	0
MUTUAL AID TO STATION 67	0
LANDING ZONE	1
STRUCTURE FIRE	1
OUTSIDE FIRE	0
STANDBY	0
SERVICE CALLS	3
ELECTRICAL HAZARD	<u>0</u>
	13
<u>MEDICAL:</u>	
ABDOMINAL PAIN	2
ALLERGIC REACTION	2
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	0
BACK PAIN	1
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	3
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	1
FAINTING	0
FALL	3
GUNSHOT	0
LACERATION/HEMORRAGE	1
OTHER	0
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	6
SEIZURE	1
SICK	7
STABBING	1
STROKE	0
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>1</u>
	30
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	2
<u>TOTAL RESPONSES:</u>	<u>45</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

	Address	Status	Mailed NOV/Cit/Order	Category	Violation	Current Status	Latest Activity/Date	Next Suspense
1	832 Cline Ave		Y/N/N	Nuisance	Junk and Debris	NOV issued	Attempting to contact charitable groups for assistance	
2	330 Sterling St		Y/N/N	Min Housing	Min Housing	On hold per order of TM	NOV Mailed/Taped	
3	808 Colonial ST		Y/Y/N	Nuisance, AJNMV	Junk and Debris, Junk Vehicles	Cited, 28 FEB deadline. TM ordered bids on cleanup	Asked two contractors for bids	2MAR2020
4	161 Laurel Ave		Y/N/N	Non-Res Min	Non-Res Min Standards for roof	County Bldg Insp, Steve Holden, stated he would pursue.		
5	401 Bass St		Y/N/Y	Nuisance, AJNVM	Junk and Debris, Junk Veh	Still requires cleanup	Order Mailed/Taped, 20MAR2020	Currently before BOA, 8 days remain on 10 day Order to Remove
6	708 Chuch St		Y/N/N	Nuisance	Junk and Debris	Citation Period (2 weeks)	Citation Issued	
7	708 Chuch St	-	Y/N/N	AJNVM	2 junk vehicles	Removed	-	-
8	909 Main St		Y/N/Y	Min Housing	Min Housing	Order to Demo Issued		22MAY2020
9	804 Carolina St		Y/N/N	Nuisance, AJNVM	Junk and Debris, Junk Veh	Observation	Cleanup has Started	18MAR2020
10	1300 Carolina St		Y/N/N	Nuisance	Junk and Debris	Observation	Cleanup has restarted	3APR2020
11	1436 Main St		Y/N/N	Nuisance	Junk and Debris, AJNMV	NOV Issued	Mailed 6MAR2020	Deadline 3APR2020
12	805 Carolina St		Y/N/N	Nuisance	Out buildings on property require demolition	Hearing Completed	Order to Remove mailed 25MAR2020	1MAY2020
13	725 Tron Ave		Y/N/N	AJNMV	2 Junk Vehicles	NOV Issued	NOV Mailed 16MAR2020	10APR2020
14	1017 Praley St SW		Y/N/N	Nuisance	Junk and Debris	NOV Issued	NOV Mailed 25MAR2020	24APR2020
			Key					
			Resolved/Abated		NOV = Notice of Violation			
			Owner Notified, proceeding		Cit = Citation, usually \$50 a day for 15 days			
			New violation		Order = Order to Remove, Repair or Demolish			

March 2, 2020, MB#31

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
MARCH 2, 2020**

The Town of Valdese Town Council met on Monday, March 2, 2020, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., 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. He offered the invocation and led in the Pledge of Allegiance to the Flag.

OPEN FORUM/PUBLIC COMMENT:

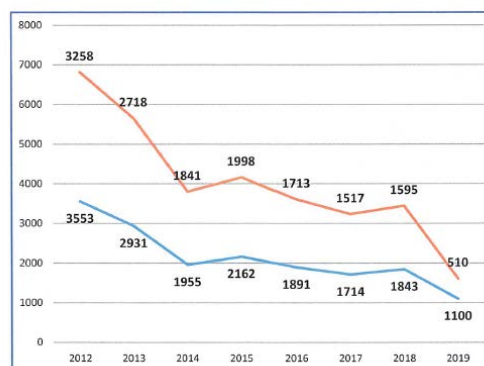
PET OF THE MONTH: Burke County Animal Services Director, Kaitlin Settlemyre introduced Council to the Pet of the Month, Saint. Saint is a year and a half, lab/pit bull mix that came to the shelter as a stray. Saint is very outgoing and is available for adoption.

REASON PRESENTATION: Debbie Hawkins, President of REASON, presented Council with data on animal welfare in the Town of Valdese and an overview of the organization. REASON stands for Reduce Euthanasia And Spay Or Neuter. REASON began in 2012 and is an all-volunteer, non-profit organization that helps low to moderate-income citizens with spay or neuter for their pets. Ms. Hawkins informed Council that all Burke County veterinarian clinics participate and offer a reduced surgery fee. REASON has completed 3,657 surgeries. Ms. Hawkins encouraged Council to help with solutions by educating citizens on Town Ordinances, utilizing social media, and talking with citizens on the importance of spay and neuter. More information can be found by visiting www.reason-nc.org.

Burke County 2012-2019
Intake and Euthanized



Burke County 2012-2019
Cats - Intake and Euthanized



REASON'S Criteria for Eligibility 2020 Poverty Guidelines

Number of Persons In Home	Household Yearly Income		
	EBT / Medicaid OR \$		
1	< \$12,760	\$12,761 - \$19,140	\$19,141 - \$25,520
2	< \$17,240	\$17,241 - \$25,860	\$25,861 - \$34,480
3	< \$21,720	\$21,721 - \$32,580	\$32,581 - \$43,440
4	< \$26,200	\$26,201 - \$39,300	\$39,301 - \$52,400
5	< \$30,680	\$30,681 - \$46,020	\$46,021 - \$61,360
6	< \$35,160	\$35,161 - \$52,740	\$52,741 - \$70,320
7	< \$39,640	\$39,641 - \$59,460	\$59,461 - \$79,280
8	< \$44,120	\$44,121 - \$66,180	\$66,181 - \$88,240

March 2, 2020, MB#31

ANNOUNCEMENT OF ARCHITECTURAL SURVEY PROJECT: Annie McDonald, Preservation Specialist, representing the North Carolina state preservation office informed Council that starting in April they will be working on a comprehensive architectural survey of historic properties in Valdese. The project will advance the state's architectural survey program and provide useful information for planning economic development efforts at the local level. Ms. McDonald announced that the survey would document 350-375 historic resources constructed from the 19th Century through the 1970s. The survey will include commercial, dwellings, and industrial buildings. The project will officially begin on Monday, April 2nd, with a public meeting at the Old Rock School. The project will conclude in the late winter of this year, and the Preservation office will present its findings. There will be no charge to the Town of Valdese. Ms. McDonald explained that Valdese got selected for this survey from conversations that came from the WPCOG.

MR. RICHARD TODD, 904 TARVIA AVE, VALDESE Mr. Todd expressed his concern to Council regarding high noise levels coming from a home in his neighborhood. Mr. Todd explained that the Valdese Police had been out to the individual's house several times. Mr. Todd is speaking on behalf of many individuals and is in favor of the possible update to the Noise Amendment that is on the agenda this month.

MS. KAY DRAUGHN, 108 W END ST SW, VALDESE Ms. Draughn shared what a wonderful job Burke County Animal Services center was doing. Ms. Draughn encouraged the Town to help by sharing pets in need of adoption on Facebook, hold a supply drive, volunteer at the shelter, hold dog and cat sleepovers, and visit an animal to help with socialization. Ms. Draughn handed out the 2019 Summary of Accomplishments of Burke County for Council to review. Ms. Draughn also expressed her concerns with 909 Main Street and would like updates. Ms. Draughn encouraged the Town to record their meetings and post the agenda earlier.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF FEBRUARY 3, 2020

APPROVED SUNDAY, APRIL 12, 2020 AS TAX LIEN ADVERTISING DATE FOR REAL PROPERTY

APPROVED REAPPOINTMENT TO VALDESE ABC BOARD: Town Manager Seth Eckard was reappointed as Chairman to the Valdese ABC Board for a second, full three-year-term which expires April 1, 2023.

APPROVED REQUEST TO SELL ALCOHOL DURING VALDESE SUMMER EVENTS: The Levee Brewery, Waldensian Style Wines, and Old Colony Players will be selling alcohol at various summer events this summer.

SET PUBLIC HEARING DATE FOR ZONING TEXT AMENDMENT – OFF-STREET PARKING REQUIREMENTS: Staff requests Monday, April 6, 2020 as the date to hold a public hearing for a text amendment to Article F of the Valdese Zoning Ordinance, Off-Street Parking Requirements.

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.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

APPROVED PARKS & RECREATION COMMISSION ARTICLE CHANGES: Parks and Recreation Director Doug Knight presented an update to the Parks & Recs Commission Article I: Recreation, General. Mr. Knight went over the minor changes changing some of the verbiages to be more up-to-date. Mr. Knight found looking back through old documents that when the town took over Parks & Recs, they established a Parks and Recs Advisory Commission and wanted that to be the official name. Councilman Sweezy pointed out that the Article states that the legal name shall be Valdese Recreation Commission.

March 2, 2020, MB#31
ARTICLE I: RECREATION, GENERAL

SECTION I: PREAMBLE

That, the Town of Valdese hereby invests its **Parks and Recreation Commission** with the duty, authority and responsibility to assist in creating opportunity for citizen participation in recreation as specified in this, its recreation ordinance, and legal name shall be Valdese Recreation Commission.

SECTION II: DEFINITION OF RECREATION AREAS: STRUCTURES; UNITS; MANAGER; GOVERNANCE BODY

Structures and Areas, for the purpose of this ordinance, are defined to mean the outdoor and indoor areas and structures on or in which people derive opportunity for the pursuit of happiness through recreation; whether or not these areas and structures are owned, leased, borrowed, controlled, or operated within the boundary of Valdese.

Unit, for the purpose of this ordinance, means Town of Valdese.

Manager, for the purpose of this ordinance, means the administrator whether he/she is the Town Manager, or other person to whom is delegated the administrative duties and responsibilities of the unit.

Governing Body, for the purpose of this ordinance means the Valdese Town Council.

Commission, means the advisory recreation body to the Department, Manager, and Governing Body.

SECTION III: POWERS, GENERAL

It is the basic function of the Recreation Commission to promote recreation for its citizens, and, in so doing, ~~the Department of Recreation and its Commission~~ is authorized to **advise**, aid, and assist **Valdese Parks and Recreation Department**, ~~which include public; private; commercial; those which are quasi-public in character, and which, although public in nature, are not under the unit's governing body (such as schools, churches, hospitals, military installations, orphanages, commercial recreation, business, and industrial agencies); as well as civic, neighborhood and service groups~~ in their recreation interest and needs.

SECTION IV: CREATION; NAME; NUMBER OF MEMBERS

There is hereby created a Valdese **Parks and Recreation Commission** composed of seven (7) citizens of Valdese, to be known as the **Valdese Parks and Recreation Commission**.

SECTION V: COMMISSION; POWERS AND DUTIES

The Recreation Commission shall serve as the advisory body for the Department of **Parks and Recreation** and the unit. The Commission shall suggest policies to the Department, the Manager, and the governing body, within its powers and responsibilities as stated in this ordinance. The Commission shall serve as a liaison between the Department, the Manager, the Governing Body of the unit, and citizens of the community. The Commission shall consult with and advise the Department, the Manager, and the Governing Body in matters affecting recreation policies, program, personnel, finance, and the acquisition and disposal of lands and properties related to the total community recreation program, and to its long-range programs for recreation.

The Recreation Commission shall assume duties for recreation purposes, as follows: Make recommendations: (1) for the establishment of a system of supervised recreation for the unit: (2) to set apart for use as parks, playgrounds, recreation center, or other recreation areas and structures, any lands or buildings owned by or leased to the unit, and for approval by the unit's authorized body, and may suggest improvements of such lands and for the construction and for the equipping and staffing of such buildings and structures as may be necessary to the recreation program within those funds allocated to the Department; (3) and advise in the acquisition of lands and structures through gifts, purchase, lease or loan, or by statutes of North Carolina and as approved by the Governing Body of the Unit; (4) and advise in the acceptance by the unit and, with the approval of the Governing Body, may accept any grant, gift, request or donation, any personal or real property offered or made available for recreation. Any gift, bequest of money or other property, any grant, devise of real or personal property so acquired shall be held by the Department, used and finally disposed in accordance with the terms under which such grant, gift, or devise is made and accepted; (5) and advise in the construction, equipping, operation, and maintenance of parks, playgrounds, recreation centers, and all buildings and structures necessary or useful to Department function, and will advise in regard to other recreation facilities which are owned or controlled by the unit or leased or loaned, to the unit.

SECTION VI: APPOINTMENT OF THE COMMISSION

Each member of the commission shall be appointed by the Mayor of the Town of Valdese which may request recommendations from the Recreation Commission.

March 2, 2020, MB#31

SECTION VII: COMPOSITION

Six (6) members shall be appointed to represent the citizens of the Town of Valdese. The seventh member shall be designated by the Town of Valdese Town Council, from the members of the Governing Body.

SECTION VIII: LENGTH OF APPOINTMENT

Each member of the Commission shall be appointed for a three-year term. Initial appointments shall be arranged so that approximately one-third of the terms will expire each year, except for the representative from the Valdese Town Council who shall serve on the Recreation Commission concurrent with his or her term of office on the Town Council.

SECTION IX: MEETINGS

Commission meetings shall be held on a ~~bi-monthly~~ **quarterly** basis, the 2nd Monday of the month, effective October, 1990 unless when determined otherwise by the Commission. The Chairman of the Commission or, in his absence, the Vice-Chairman, or the Recreation Director may call a special meeting of the Commission at any time by giving each member a 24 hour notice. A quorum of the Commission shall be in attendance before action of an official nature can be taken. A quorum is at least 1 or more than the number absent, of the appointed members.

SECTION X: ATTENDANCE OF MEMBERS

An appointed member who missed more than two (2) regular meetings loses his status as a member of the Commission until re-appointed or replaced by the Governing Body of the unit. Absences due to **vacation**, sickness, death, or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status on the Commission except that in the event of a long illness, or other such cause for prolonged absence, the member may be replaced.

SECTION XI: VACANCIES

Vacancies in the Valdese **Parks and** Recreation Commission shall be filled for the unexpired term by appointment of the Mayor of the Town of Valdese.

SECTION XII: OFFICERS

There shall be a Chairman, Vice-Chairman, and Secretary of the Commission. An annual election of the Chairman and Vice-Chairman shall be held by the Commission members and shall occur at the regular monthly meeting in ~~December~~ **January**. Officers shall serve for one year from election with eligibility for re-election. New officers shall take office at the subsequent regular meeting in ~~February~~ **April**. In the event an officer's appointment to the Commission is terminated, a replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Secretary will be appointed by the Recreation Director.

SECTION XIII: OFFICER DUTIES

The Commission Chairman shall preside at all meetings and sign all documents relative to action taken by the Commission. When the Chairman is absent the Vice-Chairman shall perform the duties of the Chairman. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, one (1) week prior to the scheduled meeting.

Councilwoman Hildebran made a motion to approve the recommended changes to the Articles and the name change to Parks and Recreation Advisory Commission, seconded by Councilman Ogle. The vote was unanimous.

PUBLIC HEARING FOR RE-ZONING MAP AMENDMENT FOR R12 – R12A – RESIDENTIAL STROUP PROPERTY: Mayor Black opened the Public Hearing. Planning Assistant Hunter Nestor with WPCOG presented the rezoning request for 251 Praley St. that is 9.22 acres and is currently zoned R12 district. The property will allow for a potential 60 unit elderly/multi-family housing development. Mayor Black asked if someone wanted to build this type of dwelling; they would have to come before Council to get a conditional use approval. Mr. Nestor confirmed that was correct, and we would have to have another Public Hearing.



Background

APPLICANT

- Mark Morgan, MC Morgan & Associates, Incorporated

PROPERTY OWNERS:

- John Ray Stroup

REQUEST:

- Applicant requests property be rezoned from R-12 to R-12A Residential that will allow multifamily residential use. The intent of the R-12A Residential is to be a moderately quiet, medium density residential living area consisting of single family, two family and multifamily dwellings, along with limited home occupations and limited private and public community uses.

Neighboring Property Owners

	REID	LOCATION_ADDR	CITY	STATE	ZIP	PROPERTY_OWNER	MAILING ADDRESS	CITY	STATE	ZIP
1	14400	155 BOBO AVE NW	VALDESE	NC	28690	EARP W LARRY; EARP AUDREY J	212 MAIN STREET WEST	VALDESE	NC	28690
2	7845	280 PRALEY ST NW	VALDESE	NC	28690	STROUP STEPHEN H	1658 AUSTIN AVENUE	MORGANTON	NC	28655
3	7831	251 PRALEY ST NW	VALDESE	NC	28690	STROUP JOHN RAY	111 BROOKWOOD CHURCH ROAD	MORGANTON	NC	28655
4	8373	307 FAET ST NW	VALDESE	NC	28690	STROUP STEPHEN H	1658 AUSTIN AVE	MORGANTON	NC	28655
5	10624	400 PRALEY ST NW	VALDESE	NC	28690	BRINKLEY ROBERT WAYNE	400 PRALEY ST NW	VALDESE	NC	28690
6	11650	308 PRALEY ST NW	VALDESE	NC	28690	FLETCHER JOHN J; FLETCHER JILL F	308 PRALEY ST NW	VALDESE	NC	28690
7	13018	408 PRALEY ST NW	VALDESE	NC	28690	SMITH JAMES TONY	PO BOX 32	VALDESE	NC	28690
8	9795	504 PRALEY ST NW	VALDESE	NC	28690	HAMM DAVID A; HAMM ANGIE F	P O BOX 1146	VALDESE	NC	28690
9	13521	404 PRALEY ST NW	VALDESE	NC	28690	WILSON KENNETH D; WILSON KEESHA D	404 PRALEY STREET	VALDESE	NC	28690
10	7808	505 PRALEY ST NW	VALDESE	NC	28690	STROUP STEPHEN H	1658 AUSTIN AVE	MORGANTON	NC	28655
11	12727	304 PRALEY ST NW	VALDESE	NC	28690	MORGAN ANITA R	PO BOX 151	VALDESE	NC	28690
12	14120	412 FAET ST NW	VALDESE	NC	28690	HUDSON JAMES M II; HUDSON JENNIFER S	412 NORTH FAET ST	VALDESE	NC	28690
13	13573	240 PRALEY ST NW	VALDESE	NC	28690	BEAVER PHILIP D	3838 LEGER RD	VALDESE	NC	28690
14	13843	416 FAET ST NW	VALDESE	NC	28690	EDINGER RICHARD	416 FAET ST	VALDESE	NC	28690
15	11845	300 PRALEY ST NW	VALDESE	NC	28690	STEVENS VIRGINIA A	300 PRALEY STREET NW	VALDESE	NC	28690
16	30974	210 PRALEY ST NW	VALDESE	NC	28690	SPARMERE ASSOCIATES	125 BRAZILIAN AVE	PALM BEACH	FL	33480
17	38578	500 FAET ST NW	VALDESE	NC	28690	VALDESE FIRST BAPTIST CHURCH	500 FAET ST NW	VALDESE	NC	28690
18	38589	305 CHURCH ST NW	VALDESE	NC	28690	BURKE COUNTY BOARD OF EDUCATION	PO DRAWER 989	MORGANTON	NC	28680
19	49738	0 PRALEY ST NW	VALDESE	NC	28690	BURKE COUNTY PUBLIC SCHOOL BOE	PO DRAWER 989	MORGANTON	NC	28680

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Review and Discussion

The proposed rezoning will allow for a potential 60 unit elderly/multi-family housing development (Tron's Place) for the 55 years and older. Senior housing is a need in Burke County. The project will consist of one 3-story building that will include (31) one-bedroom units and (29) two-bedroom units. The site is located one block from the town's central business district. The apartment complex will be visible along Main Street and provides access to all the local amenities.

Mr. Mark Morgan of MC MORGAN & ASSOCIATES INC has recently completed a 60 unit multifamily apartment project in Hildebran.

This rezoning request is consistent with the Future Land Use map in the "Valdese Vision" and the proposed project will be need conditional use permit to be granted by Town Council.

This rezoning request is consistent with the Future Land Use map

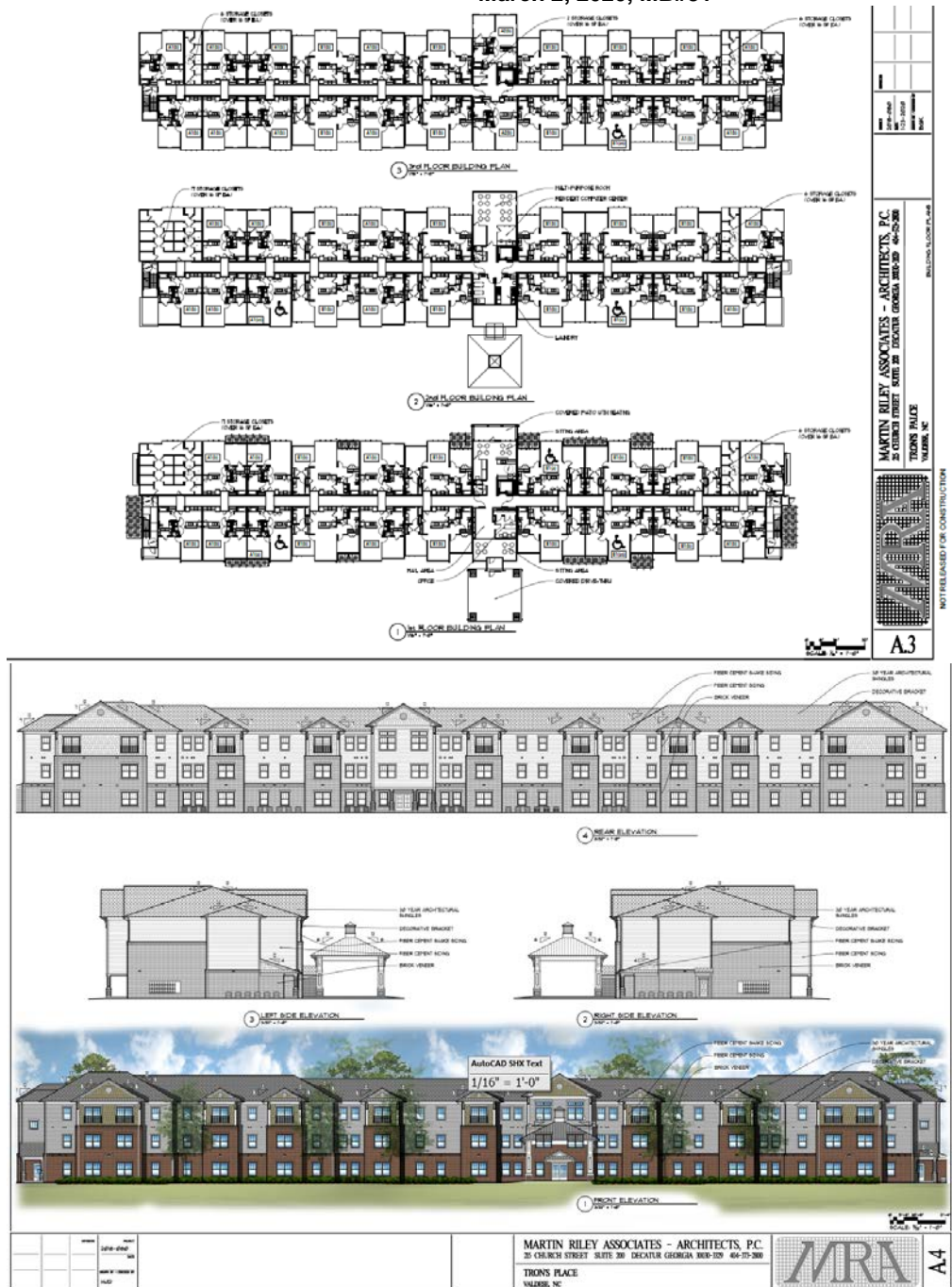
Adjoining property owners were notified by mail. Public Hearing was advertised in local paper

Property Posted on 2-21-2020

Mr. Mark Morgan, Real-estate Developer, with MC Morgan & Associates, Inc. shared the following presentation:



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Mr. Morgan feels there is a significant need for housing in Valdese. This housing consists of 60 units, three stories, one to two-bedroom, and an all-inclusive apartment complex with an elevator. Mr. Morgan shared that this was not in a flood zone; however, there is a pond on the property that the building would not be near. The first floor would hold on-site management, maintenance, and computer work stations. Councilwoman Stevenson asked if anything would be set up for handicap individuals. Mr. Morgan explained that 10% of units are fully handicap accessible. The design is universal adaptive, meaning the units can be adjusted as the individual needs. Mr. Morgan built similar apartments in Hildebran. The range of rent would be between \$500-\$750. Mr. Morgan explained that there would be one entrance located on Praley Street.

Mayor Black asked if anyone wished to speak either for or against the proposed amendments.

MS. JENNY HUDSON, 412 FAET ST. NW, VALDESE: Ms. Hudson asked Council to vote against the rezoning. Ms. Hudson, as well as her family, has been very involved in this community for many years. Ms. Hudson is concerned if this is the right location and kind of apartment for this property. Ms. Hudson tolerates many Town events that takes place around her home and feels like adding a 60 unit apartment complex

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will cause massive traffic issues. Ms. Hudson thinks that this will disassemble the surrounding neighborhoods.

Mayor Black pointed out that this public hearing is for the re-zoning of the property. There would be another public hearing for the proposed housing project.

There being no one else wishing to speak, Mayor Black closed the public hearing.

Councilman Ogle made a motion to approve the re-zoning of street property from R-12 – R12A, seconded by Councilman Sweezy. All Council members voted aye except for Councilman Thompson, who opposed.

ARBOR DAY PROCLAMATION AND CEREMONY UPDATE: Public Works Director Bryan Duckworth informed Council that the Arbor Day Event would be held on Friday, March 20, 2020, in conjunction with Valdese Elementary School Fourth Graders. Mr. Duckworth shared that students will be presented with a small tree that they can take home and plant.

Mayor Black and Public Works Director Bryan Duckworth presented the following proclamation:

ARBOR DAY 2020 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, 2020 is the 148th 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

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, 2020, as the 148th Anniversary celebration of

“Arbor Day 2020”

in the Town of Valdese and the Town will hold an Arbor Day Event in conjunction with Valdese Elementary School at Valdese Rock School on Friday, March 20, 2020, 1:30 p.m., with the Arbor Day Tree planting and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

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

This 2nd day of March, 2020.

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

AWARD OF BID – STREET PAVING IVY LANE: Public Works Director Bryan Duckworth presented the following bid tabulation prepared by West Consultants for the Street Paving Project of Ivy Lane. The lowest bidder was Tri-County Paving, Inc., Jefferson, NC, in the amount of \$66,226. (Other bids: Evans Construction, Connelly Springs, NC - \$72,078.60; JT Russell & Sons, Inc., Conover, NC - \$75,147.77; and Carolina Paving of Hickory, Inc., Hickory, NC - \$78,550.) Ivy Lane is a residential street that serves 13

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single-family homes. Mr. Duckworth showed Council a picture of the street and described the spider cracking, which creates more work when paving. Mr. Duckworth reviewed funding for the project.

Councilman Ogle asked if this was the worst road in Valdese. Mr. Duckworth explained to Council that there are paving scores, and Ivy Lane scored low on two different studies that were conducted over the last several years. There is only a specific budget amount left for paving projects for this fiscal year, and Ivy Lane fits the budget.

Councilman Ogle made a motion to award the bid to the lowest bidder, Tri-County Paving, Inc., Jefferson, NC, in the amount of \$66,226., seconded by Councilwoman Hildebran. The vote was unanimous.

GENERAL NUISANCE FOR NOISE TEXT AMENDMENT: Police Chief Jack Moss presented the following resolution:

**RESOLUTION ADOPTING AMENDMENT TO
TOWN OF VALDESE NOISE ORDINANCE**

WHEREAS, Sections 8-6001 and 8-6002 of the Code of Ordinances prohibit unreasonably loud, disturbing and unnecessary noises in the town; and

WHEREAS, the town council desires to establish civil penalties and other enforcement remedies for a violation of these ordinances; and

WHEREAS, the town council has therefore agreed to amend Section 8-6001 of the Code of Ordinances, by adding a section (b) to provide for enforcement and penalties for noise ordinance violations;

IT IS THEREFORE RESOLVED that Section 8-6001 of the Code of Ordinances is amended to read as follows:

“Section 8-6001 Unnecessary noises prohibited; enforcement and penalties.

- (a) It shall be unlawful for any person, firm or corporation to create or assist in creating, permit, continue, or permit the continuance of any unreasonably loud, disturbing and unnecessary noise in the town. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual is prohibited.
- (b) When there is a violation of this section or a violation Section 8-6002 of the Code, the town, in its discretion, may take one or more of the following enforcement actions:
 - (1) The violator may be assessed a civil penalty. The civil penalty for the first violation shall be \$50. For subsequent violations by the same person for the same activity occurring within one (1) year of the first violation, the violator shall be subject to civil penalties as follows:

a. Second violation	\$ 50.00
b. Third violation	\$ 75.00
c. Fourth violation	\$ 75.00
d. Fifth violation	\$100.00
e. Sixth violation	\$100.00
f. Seventh and subsequent violations	\$200.00

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If the violator fails to pay any civil penalty within thirty (30) days after it is assessed, a late fee of fifty dollars (\$50) shall apply. The Town may recover the civil penalty, together with all costs allowed by law, by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt.

- (2) The violator may be charged with a misdemeanor pursuant to G.S. 14-4.
- (3) A civil action seeking an injunction and order of abatement may be directed toward any person creating or allowing the creation of the unlawful noise, including the owner or person having legal or actual control of the premises from which the noise emanates.
- (4) Penalties for violations of these sections may be assessed against all persons responsible for the premises or the device producing or causing the noise disturbance. An owner of any premises who is not also an occupant of the premises shall be responsible for any actions by his or her tenants, guests, or other licensees that constitute second or subsequent violations of Sections 8-6001 or Section 8-6002; provided, that no absentee owner shall be liable unless notified of first or previous violations of one of these sections, and further provided that such first or previous violation shall have occurred within the 12-months prior to the date of notification. Notice of any first or previous violations shall be given by registered or certified mail. No absentee owner may be subject to criminal liability, but the owner shall be subject to civil penalties and equitable relief as provided for herein. The person responsible for any premises shall be responsible and liable for any violations of Sections 8-6001 or Section 8-6002 by tenants, guests, or licensees on the premises if the person responsible is actively or constructively present at the time of the violation."

2. These amendments to shall become effective upon adoption.

ADOPTED THIS, THE 2 DAY OF MARCH, 2020.

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

ATTEST:

/s/ Town Clerk

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

BUDGET AMENDMENTS:

Valdese Town Council Meeting		Monday, March 2, 2020
Budget Amendment #	18	
Subject:	Meridian incentive grant	
Description:	Under the terms of the incentive grant agreement dated January 4, 2016, this is payment number 4 of 5. Each payment is \$180,000 less any incentives paid by Burke County. This payment deducts incentives of \$58,673 paid by Burke County in 2019.	

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
10.3990.000	Fund Balance Appropriated		121,327
Total		\$0	\$121,327

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.763	Economic Grant	121,327	
Total		\$121,327	\$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, March 2, 2020
Budget Amendment #	19	
Subject:	Improvements to Waldensian Room at Old Rock School	
Description:	The Town was gifted \$35,000 by the Rostan Foundation for use at Old Rock School. They request the funds be used to update and improve the Waldensian Room.	

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
10.3350.000	Donations		35,000
Total		\$0	\$35,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6250.740	Capital Outlay	35,000	
Total		\$35,000	\$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.

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<p>Valdese Town Council Meeting Monday, March 2, 2020</p> <p>Budget Amendment # 20</p> <p>Subject: Fire - All Terrain Vehicle (approved in FY 19-20 general fund CIP)</p> <p>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:</p> <p>Section I: The following revenues available to the Town will be increased:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Decrease/ Debit</th> <th style="width: 15%;">Increase/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.3990.000</td> <td>Fund Balance Appropriated</td> <td></td> <td>25,000</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$0</td> <td>\$25,000</td> </tr> </tbody> </table> <p>Amounts appropriated for expenditure are hereby amended as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Increase/ Debit</th> <th style="width: 15%;">Decrease/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.5300.740</td> <td>Capital Outlay</td> <td>25,000</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$25,000</td> <td>\$0</td> </tr> </tbody> </table> <p>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.</p>	Account	Description	Decrease/ Debit	Increase/ Credit	10.3990.000	Fund Balance Appropriated		25,000	Total		\$0	\$25,000	Account	Description	Increase/ Debit	Decrease/ Credit	10.5300.740	Capital Outlay	25,000		Total		\$25,000	\$0	<p>Valdese Town Council Meeting Monday, March 2, 2020</p> <p>Budget Amendment # 21</p> <p>Subject: 2020 Street Paving Project - Ivy Lane</p> <p>Description: This amendment along with \$25,000 budgeted in Street Dept covers: • Paving Contract with Tri County Paving • 10% project contingency • 5% engineering and project inspections</p> <p>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:</p> <p>Section I: The following revenues available to the Town will be increased:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Decrease/ Debit</th> <th style="width: 15%;">Increase/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.3990.000</td> <td>Powell Bill-Restricted Fund Balance</td> <td></td> <td>\$1,348</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$0</td> <td>\$1,348</td> </tr> </tbody> </table> <p>Amounts appropriated for expenditure are hereby amended as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Increase/ Debit</th> <th style="width: 15%;">Decrease/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.5700.740</td> <td>Capital Outlay</td> <td>\$1,348</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$1,348</td> <td>\$0</td> </tr> </tbody> </table> <p>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.</p>	Account	Description	Decrease/ Debit	Increase/ Credit	10.3990.000	Powell Bill-Restricted Fund Balance		\$1,348	Total		\$0	\$1,348	Account	Description	Increase/ Debit	Decrease/ Credit	10.5700.740	Capital Outlay	\$1,348		Total		\$1,348	\$0
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<p>Valdese Town Council Meeting Monday, March 2, 2020</p> <p>Budget Amendment # 22</p> <p>Subject: Improvements to vacant lot near Splash Pad</p> <p>Description: The Town was gifted \$7,000 by the Rostan Foundation for use at Recreation. The intent is for the funds to be used to remove trees and brush to clean up the empty lot creating some additional parking near the Splash Pad.</p> <p>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:</p> <p>Section I: The following revenues available to the Town will be increased:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Decrease/ Debit</th> <th style="width: 15%;">Increase/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.3350.000</td> <td>Donations</td> <td></td> <td>7,000</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$0</td> <td>\$7,000</td> </tr> </tbody> </table> <p>Amounts appropriated for expenditure are hereby amended as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account</th> <th style="width: 40%;">Description</th> <th style="width: 15%;">Increase/ Debit</th> <th style="width: 15%;">Decrease/ Credit</th> </tr> </thead> <tbody> <tr> <td>10.6250.740</td> <td>Capital Outlay</td> <td>7,000</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>\$7,000</td> <td>\$0</td> </tr> </tbody> </table> <p>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.</p>	Account	Description	Decrease/ Debit	Increase/ Credit	10.3350.000	Donations		7,000	Total		\$0	\$7,000	Account	Description	Increase/ Debit	Decrease/ Credit	10.6250.740	Capital Outlay	7,000		Total		\$7,000	\$0	
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Councilman Ogle made a motion to approve the five aforementioned budget amendments, seconded by Councilwoman Stevenson. The vote was unanimous.

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

Concerts at the Rock, Carolina Blue, scheduled on Saturday, March 7, 2020 at 7:30 p.m.

Council's Annual Budget Retreat is scheduled for Monday, March 23, 2020, 9:00 a.m. – 5:00 p.m. and Tuesday, March 24th, 2020, 1:00 p.m. – 5:00 p.m. in the Waldensian Room at Old Rock School.

WPCOGs Annual meeting is scheduled for Thursday, April 23rd, 2020, 6:00 p.m. with Key Note speaker Doug Griffiths and a follow-up workshop is scheduled for Friday, April 24th, 2020, 8:30 a.m. – 12:30 p.m. on the book, *13 Ways to Kill Your Community*. The public is welcome to attend this meeting. There is a \$50.00 charge.

MAYOR AND COUNCIL COMMENTS: None

ADJOURNMENT: At 7:24 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, April 6 2020, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

March 23, 2020, MB#31

TOWN OF VALDESE
ANNUAL COUNCIL/DEPARTMENT HEAD BUDGET RETREAT
MONDAY, MARCH 23, 2020

The Valdese Town Council met on Monday, March 23, 2020, 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. Mr. Black thanked Council and Department Heads for their hard work and willingness to meet during this difficult time.

Town Manager Seth Eckard gave an update on the different ways the town employees are responding to the COVID 19 pandemic.

FINANCE DEPARTMENT Finance Director Bo Weichel provided an overview of the Town's revenues, debts, fund balance and budget challenges.

TOWN OF VALDESE Major Revenue Sources (General Fund)					
	Current Budget	Actuals (67% of Year)	% Collected	FY 20-21 Projection	Projected Increase (Decrease)
Investment Interest	60,000	67,890	113.2%	40,000	-33.3%
Current Ad Valorem Tax	1,980,102	1,980,563	100.0%	1,994,639	0.7%
Prior Year Ad Valorem Tax	61,954	41,701	67.3%	43,700	-29.5%
Motor Vehicle Tax	140,000	104,697	74.8%	162,000	15.7%
Utility Franchise Tax	457,000	229,129	50.1%	457,000	0.0%
Powell Bill	144,685	143,932	99.5%	144,500	-0.1%
Sales & Use Tax	1,163,145	819,186	70.4%	1,182,751	1.7%
Solid Waste Fees	3,000	2,548	84.9%	3,000	0.0%
Occupancy Tax	65,000	34,527	53.1%	60,000	-7.7%
Refuse Collection Fee	202,000	135,800	67.2%	202,000	0.0%
Recycle Fee	25,000	16,754	67.0%	25,000	0.0%

TOWN OF VALDESE Utility Fund Debt			
	FY 21-20 Debt Service	Balance Remaining	Years Remaining
Triple Community Water (TD Bank)	36,855	294,837	8
Inflow & Infiltration (SRF)	15,240	216,135	16
Church Street (SRF)	paid off	paid off	-
Waste Water Plant Upgrades (NCDENR)	154,115	154,115	1
Settings - Water & Sewer (USDA)	66,943	1,860,408	28
St Germaine Water Line (SRF)	8,626	163,885	19
Water Meter AMI (SRF)	84,952	1,699,039	20
2018 Water System Improvements (SRF)	19,940	398,805	20
TOTAL	386,671	4,787,224	
Debt Ratio	7.92%		

TOWN OF VALDESE General Fund Debt			
	FY 20-21 Debt Service	Balance Remaining	Years Remaining
Fire Engine (USDA)	26,908	107,632	4
Fire Ladder Truck (USDA)	52,761	949,698	18
Street Paving (BB&T)	paid off	paid off	-
Trucks & Equip-Street (BB&T)	53,743	53,743	1
Town Hall (USDA)	88,878	2,755,218	31
Splash Park (USDA)	19,483	740,354	38
Patrol Vehicles (BB&T)	18,471	92,351	5
Total	260,244	4,698,996	
Debt Ratio	4.46%		

TOWN OF VALDESE Refinance Options			
	Annual Debt Payment	Balance Remaining	Years Remaining
GENERAL FUND:			
Fire Ladder Truck (USDA)	52,761	949,698	18
Town Hall (USDA)	88,878	2,755,218	31
Splash Park (USDA)	19,483	740,354	38
Total of above	161,122	4,445,270	
Refinance (per LGC approval)	186,306	2,794,594	15
Difference	25,184	(1,650,676)	
WATER SEWER FUND:			
Settings - Water & Sewer (USDA)	66,943	1,860,408	28
Total of above	66,943	1,860,408	
Refinance (per LGC approval)	90,784	1,361,747	15
Difference	23,841	(498,661)	

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2020 BUDGET CHALLENGES FOR VALDESE:

- STATE MANDATED **1.20%** INCREASE TOWN PORTION OF RETIREMENT (WILL BE 10.24%)
 - EQUALS **\$31,000** EXPENSE IN **GENERAL FUND**
 - EQUALS **\$14,000** EXPENSE IN **WATER SEWER FUND**
- WORKERS COMP **LOSS RATIO** INCREASE DUE TO "0" YEAR DROPPING
- STANDARD BUDGET INFLATION / CONSUMER PRICE INDEX INCREASE AVERAGING AROUND **5%** FROM VARIOUS VENDORS SUCH AS RECYCLING, FINANCIAL SOFTWARE, CENTURYLINK, DUKE ENERGY, SPECTRUM, ETC. HAS ADDED AN INCREASE OF **\$44,476** ADDITIONAL EXPENSE IN **GENERAL FUND ALONE**.

2020 BUDGET CHALLENGES FOR VALDESE :

- **GENERAL FUND:**
RETIREMENT + INFLATION/CONTRACT EXPENSE CREATES **(\$75,476)** DEFICIT.
RECENT RESTRUCTURING, CURRENT PROPOSED BUDGET FIGURES
THIS FUND'S PROPOSED BUDGET WOULD BE **BALANCED**
- **WATER SEWER FUND:**
FOLLOWING THE RECOMMENDED RATE & CIP MODEL,
THIS FUND'S PROPOSED BUDGET WOULD REQUIRE A **0.6% OR \$25,000**
FUND BALANCE APPROPRIATION TO CREATE A BALANCED BUDGET
- COLA? (1% = **\$23,500** IN GENERAL & **\$15,700** WATER SEWER)
- HEALTH INSURANCE? ABOVE FUND INFORMATION HAS **4%** BUILT IN



PUBLIC WORKS Public Works Director Bryan Duckworth provided an overview of the Utility System Performance Report. Mr. Duckworth informed Council that the Public Works Department successfully made multiple water line replacements, and replaced two Transmission Line Valves. Mr. Duckworth discussed active and upcoming Utility projects. Mr. Duckworth ended his presentation with a Water Audit report. Here are a few slides from Mr. Duckworth's presentation.

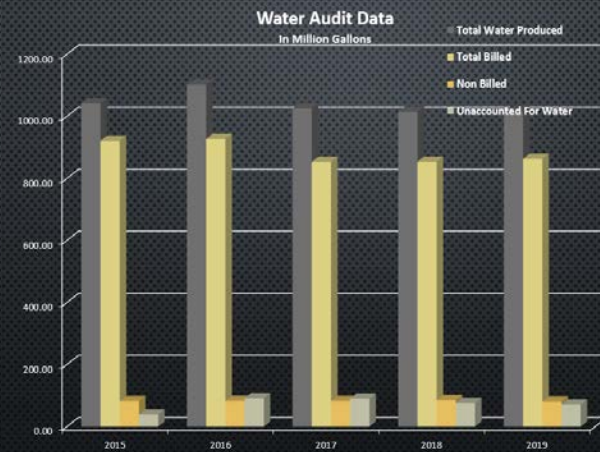
YEAR REVIEW UTILITY

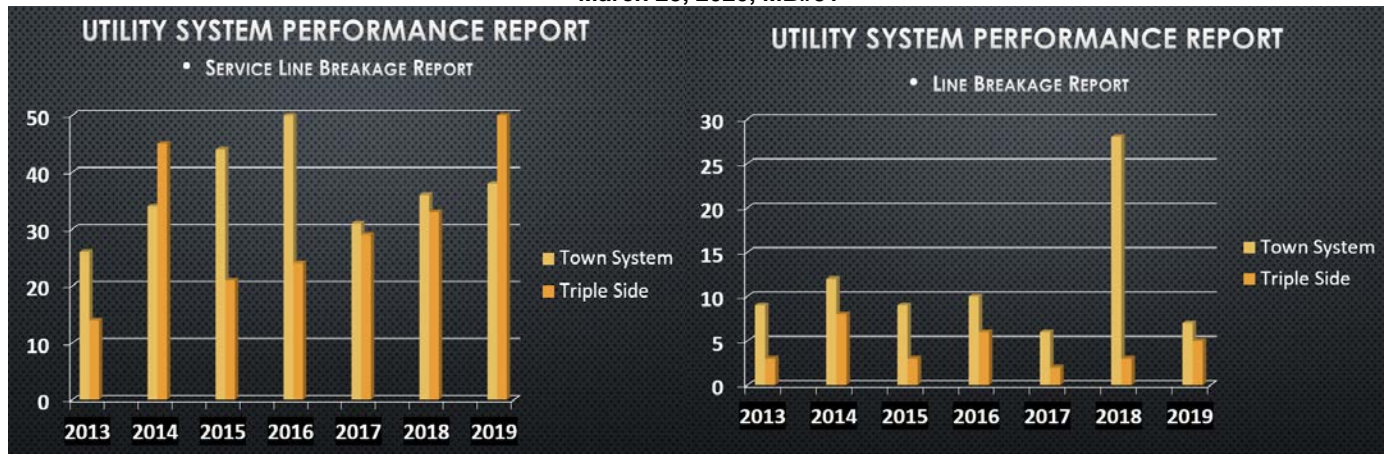
- WATER LINE REPLACEMENTS
- SAINT GERMAIN / RODORET S
- REPLACED (2) 24" TRANSMISSION LINE VALVES

ACTIVE / UPCOMING UTILITY

- ACTIVE
- AMI METER REPLACEMENT PROJECT
- 2018 WATER SYSTEM IMPROVEMENT PROJECT
- SCHEDULED – MAIN ST WATERLINE REPLACEMENT

UTILITY SYSTEM PERFORMANCE REPORT





UTILITY DEPARTMENTS Water Resources Director Greg Padgett provided a presentation on recent accomplishments at the Wastewater and Water Treatment Plants, identifying various projects that have been completed. R.J. Mozeley of McGill Associates provided updates on current projects and presented the Water Resources Capital Improvement Plan. Dale Schepers of McGill Associates provided an overview of the Water and Sewer Utility Fund Summary Financial Analysis and Funding Awards Summary. Here are a few slides from Mr. Padgett's and McGill's presentation.

WATER NUMBERS

- 5000 RESIDENTIAL METERS
- 188 COMMERCIAL METERS
- 27 INDUSTRIAL METERS
- 3 WHOLESALE CUSTOMERS
- PERMITTED FLOW: 12 MGD
- CALENDAR YEAR 2019: AVERAGED 2.8 MGD

WASTEWATER NUMBERS

- 1661 RESIDENTIAL CUSTOMERS
- 157 COMMERCIAL CUSTOMERS
- 12 INDUSTRIAL CUSTOMERS
- 3 WHOLESALE CUSTOMERS
- PERMITTED TO TREAT 7.5 MGD
- CALENDAR YEAR 2019: AVERAGED 2.1 MGD

DISTRIBUTION AND COLLECTION NUMBERS

- APPROXIMATELY 150 MILES OF WATER LINES
- SOME LINES NEAR 100 YEARS OLD
- AVERAGE WATER METER AGE 20 YEARS PLUS
- 50 MILES OF SEWER LINES
- LINES 50+ YEARS OLD

METER PROJECT

- THE TOWN IS UPGRADING FROM THE EXISTING DRIVE-BY (AMR) SYSTEM TO A FIXED AND REAL-TIME READING NETWORK, REFERRED TO AS ADVANCED METERING INFRASTRUCTURE (AMI).
- THE TOWN METERS WERE DUE TO BE REPLACED BECAUSE OF THEIR AGE. APPROXIMATELY 20+ YEARS OLD.
- THIS IS A TECHNOLOGY AND GREEN IMPROVEMENT. LESS CARBON EMISSIONS FROM DRIVE BY METER READING.

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SUSTAINING THE UTILITIES			
ONGOING AND FUTURE PROJECTS THAT FUNDS HAVE ALREADY BEEN ALLOCATED			Funding
Centrifuge (Backdrive Controls)	\$	300,000	Utility Fund
Grit Removal System	\$	1,000,000	Meridian Incentive Package
Water Plant Generator	\$	1,000,000	Meridian Incentive Package
Multiple Water Line Replacements	\$	1,200,000	OPM, and 0% Loan
Water Plant MCC (Motor Control Center)	\$	845,000	25% Grant, 0% Loan
Main Street Waterline Replacement	\$	2,782,950	\$1M OPM, \$1,782,950 0% Loan
Bleach Conversion (Water Plant)	\$	658,300	\$164,575 Grant, \$493,725 0% Loan
Collection System Assessment	\$	150,000	100% Grant
Distribution System Assessment	\$	150,000	100% Grant
Meter Project	\$	2,265,386	\$1.7M 0% Loan, \$566k Grant
	\$	10,351,636	
*Meridian Incentive Package: Town's total obligation/investment approximately \$250,000 plus tax incentives to Meridian			
COMPLETED PROJECTS			



Recent Accomplishments

- Scheduled Motor Fleet Replacement
- Triple District Water Line Replacement
- Eastwood & New Eastwood
- Sewer Asset Inventory & Assessment Grant
- Maintenance Equipment Replacement

Dye Branch Sewer Protection Project

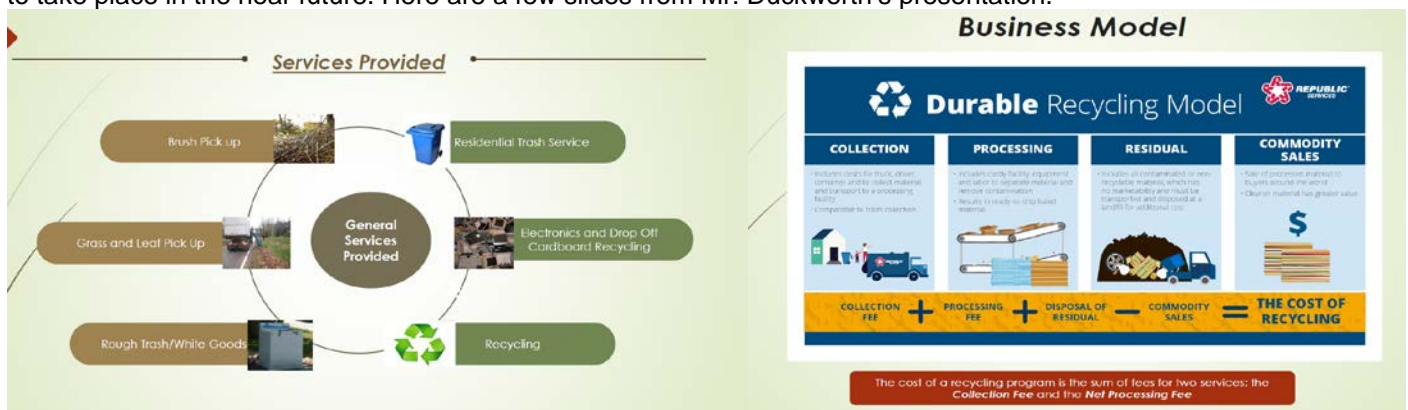
Projects in Progress

- Advanced Metering Infrastructure
- Water System Hydraulic Model
- WTP Electrical Upgrades
- WWTP Centrifuge Upgrades
- WTP Disinfection Conversion
- Main Street Water Line Replacement
- Water Asset Inventory & Assessment Grant

Water Distribution System Hydraulic Model

LUNCH At 12:00 noon, Mayor Black invited everyone to enjoy lunch by JD's Smokehouse. At 12:42 p.m., Mayor Black called the meeting back to order.

PUBLIC WORKS Public Works Director Bryan Duckworth informed Council that the Public Works Department successfully completed street improvements throughout the town and is currently finishing up the last one for this year, Ivy Lane. Mr. Duckworth shared the proposed Street paving list for 2021 and went over services provided by our General Services. Mr. Duckworth informed Council of a possible \$1.00 increase to the current Recycling program and gave an overview of the importance of proper recycling. Mr. Duckworth informed Council that a Cemetery Expansion would need to take place in the near future. Here are a few slides from Mr. Duckworth's presentation.



PLANNING DEPARTMENT Planning Director Larry Johnson welcomed Council and provided an overview of past Code Enforcement work and asked Council if the new strategy of Code Enforcement is working now. Mr. Johnson introduced Ms. Alison Adams of WPCOG. Ms. Adams informed Council of the timeline of events that have occurred since the start of the contract. Ms. Adams shared the statistics from May 2019 to the current date.

Ms. Adams introduced the new Code Enforcement Officer, Todd Justice. Mr. Justice welcomed Council and gave a brief background of his work experience. Mr. Justice updated Council on the 11 active cases that he is currently working and

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highlighted a few properties that have been the most concern to many of our citizens. Mr. Justice explained the process of Code Enforcement and the five areas Code Enforcement covers for the town. Council discussed with WPCOG representatives the concern they have with some of the houses not being completed yet and informed WPCOG that the expectation had not been met from their contract.

Dustin Millsaps, Transportation Planning/GIS from WPCOG, introduced the online application that holds the code enforcement data. Mr. Millsaps gave a step-by-step presentation on how to use the application that allows Council to track the progress.

Planning Director Larry Johnson asked Council after hearing the WPCOGs presentation if Council is getting what wanted. Mr. Johnson is suggesting to move towards a more aggressive strategy to go into the Proactive contract. Mr. Johnson provided Council with a summary of zoning permits issued, subdivision updates, and housing developments for FY 19-20. Mr. Johnson also informed Council of the Planning Board agenda for 2020, which includes implementation of the "Valdese Vision" land use action plan, Central Business District expansion, creation of overlay zoning district called Downtown Business Corridor, Food trucks, parking requirements for residential uses, and clarification of zoning language. Here are a few slides from Mr. Johnson's presentation.

Timeline of Events

2019

- May 2019 - adopted ordinances and contract
- June 2019 - Meet and Greet with the Officer and began enforcement.
- July 2019 - added a second Code Enforcement Officer;
- July 2019 - GIS application created for Valdese, but not shared.
- November 2019 - GIS application shared with Town Manager
- December 2019 - personnel change (Brad/Patrick)

2020

- January 2020 - New GIS application created (improved version with search features)
- January/February 2020 - personnel change (Billy/Todd)
- February 2020 - Release of New GIS application to the Town, manager and council access.

Impact January 2020 – Current

- January 2020 to Current (Complaint only)
 - Abandoned Junk Motor Vehicles – 1
 - Minimum Residential Housing – 1
 - Non-residential Minimum – 2
 - Nuisance (includes trash and grass) – 7
 - Abandoned Manufactured Homes – 0
 - Total Cases requiring action – 11
 - Resolved Cases – 0
 - Abated (Town Money Spent to Resolve) – 0

Impact May 2019 – December 2019

- Statistics – May to December 2019 (Complaint Only)
 - Abandoned Junk Motor Vehicles – 11
 - Minimum Residential Housing – 2
 - Non-residential Minimum – 0
 - Nuisance (includes trash and grass) – 39
 - Abandoned Manufactured Homes – 7
 - Total Cases requiring action – 59
 - Resolved Cases – 59
 - Abated (Town Money Spent to Resolve) – 0
 - Total properties noted with violations – 135 in the system

PARKS & RECREATION Parks and Recreation Director Doug Knight shared an overview of the programs within the department and discussed various improvements made during FY 19-20. Mr. Knight informed Council of his CIP requests for FY 20-21. Mr. Knight shared with Council the vision for the Valdese Lakeside Park during FY 20-21, which includes several more amenities and a suspension bridge. Mr. Knight and Friends of the Valdese Rec will continue

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seeking grant funding based on a phased approach to the park, with no Town funds being spent on the project. Here are a few slides from Mr. Knight's presentation.

Bowling, Master's Swimming, Aquatic & Fitness Classes, Senior Activities







Pool Resurfaced and Deck repairs made in 2019-20 CIP

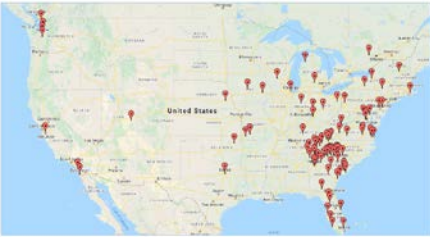
CIP requests

- Gymnasium remodeling
- Fitness Center equipment
- Security Cameras

Suspension Bridge




COMMUNITY AFFAIRS Community Affairs Director Morrissa Angi summarized major events that were held in FY 19-20. Ms. Angi shared all the different promotional magazines/guides, where the Town of Valdese was featured. Ms. Angi informed Council of the many projects and renovations that Community Affairs completed this year. Ms. Angi highlighted the continued growth of the Town's social media presence. Ms. Angi presented a three-year CIP request to complete projects at the Teachers Cottage, downtown stage updates, and continued updates to the Old Rock School. Ms. Angi finished her presentation by announcing that the Old Rock School will celebrate its 100th birthday in 2022 and is already in the planning stages for special events. Here are a few slides from Ms. Angi's presentation.



Old Rock School Attendees & Events

- Attendees: 43,846
- Total events: 367
- Visitors: 1,843

Annual Town Sponsored Events - Downtown

- 63 Events in 2019
- Estimated Event Attendees - 48,900

E-Newsletter Subscribers - 5,086

Approximate Major Event Attendance -

- Independence Day Celebration - 20,000
- Waldensian Festival - 15,000
- Summer Concert Series - 4,600
- Treats in the Streets - 3,500
- Concerts at the Rock - 1,600
- Holiday Events - 4,200

Social Media Response to events -

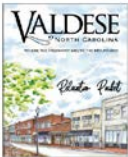

- SnapChat Filters - 12,300 views
- Facebook - 10,700 | Reach 28,000
- Instagram Followers - 1,400



Annual Website Visits - 74,654

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





Annual Statistics

Community Affairs & Tourism
Budget Review Presentation FY 2020-2021

*After Photo
Coming Soon!*

Revision of Vision Statement:
Settled in the foothills of the Blue Ridge Mountains entrenched in the spirit of the Waldenses, downtown Valdese, just off I-40 in Burke County, welcomes the entrepreneurial spirit to join the 15 new businesses that have opened since 2014. Downtown is forging the future as a safe, balanced, and family oriented third place center that is also devoted to the celebration of its culture, utilization of natural resources, and innovative thinking that guarantees a sustainable future for all people.

Projects:

- Decades Book Fundraiser
- Facade Grants
- Relocation Packet - Internship Project

Main Street Update

Community Affairs & Tourism
Budget Review Presentation FY 2020-2021

POLICE DEPARTMENT Police Chief Jack Moss shared Police Department accomplishments for FY 19-20 and identified objectives for FY 2020-2021. Chief Moss thanked Public Works for all their help with updating two offices from water and mold damage. Chief Moss expressed his concern with the cracks in the brick in the Public Safety building. Chief Moss informed Council that the Police Department is fully staffed now, and they are working hard to rid the community from drugs and crime. Chief Moss explained that there would be more Speed Measurement Signs coming. Here are a few slides from Chief Moss presentation.

Budget Accomplishments 2019-2020

- Insurance replaced a patrol unit this budget year.
- Purchased three new patrol cars to initiate officer signed vehicles.

New Patrol Units:



Budget Accomplishments:

- Bimbo Bakeries is purchasing another Speed Measurement Sign.
- We replaced Taser.
- We updated two offices from water and mold damage.

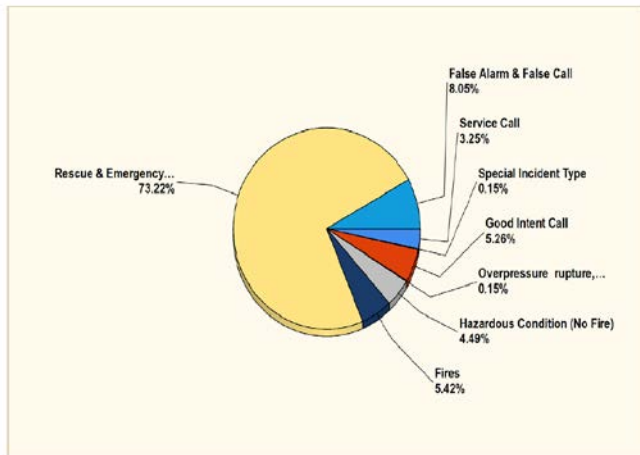
FIRE DEPARTMENT Fire Chief Greg Stafford shared departmental accomplishments, including the acquisition of Rescue UTV, the Junior Firefighter Program, and the Mingle with Kris Kringle event. Chief Stafford informed Council of all the existing programs the Fire Department is involved in. Mr. Stafford also provided an overview of calls and activities throughout FY 19-20 at the Fire Department. Mr. Stafford discussed upcoming purchases for FY 20-21 that will include rescue equipment that staff will have to become certified to use. Mr. Stafford expressed concerns with recruiting fire engineers. Mr. Stafford concluded with going over the many different certifications that the Fire Department employees currently hold. Here are a few slides from Chief Stafford's presentation.

OPERATIONS UTILIZING THE FIRE/RESCUE UTV



- Assisting with DHS Fire Academy Program
- Maintenance of all fire hydrants in the service district
- Fire prevention activities at the schools and daycares
- Total Fire Department Responses: **646**
 - **Fire - 182**
 - **Medical - 450**
 - **Fire and Medical - 14**

Miscellaneous Accomplishments



EXISTING PROGRAMS

- 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

FINANCE DEPARTMENT Finance Director Bo Weichel closed the budget retreat with an overview and breakdown of the proposed General Fund CIP with a projected ten-year plan.

Town of Valdese - Summary of General Fund Capital Improvement Plan (CIP)

	Capital Budget 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Year 6 2025-26	Year 7 2026-27	Year 8 2027-28	Year 9 2028-29	Year 10 2029-30
Capital Expenditures by Department										
Administration	49,500	13,000	32,000	9,000	-	2,000	-	6,000	17,000	30,000
Public Works	-	5,000	10,000	53,500	13,000	16,500	41,000	64,000	50,000	50,000
Streets	450,000	277,000	-	-	450,000	-	40,000	300,000	12,000	587,000
Sanitation	-	-	-	-	-	-	-	40,000	-	-
Grounds	12,000	7,000	-	22,000	12,000	-	-	-	-	12,000
Police	41,000	33,000	66,000	85,000	36,000	36,000	36,000	39,000	36,000	53,000
Fire	54,000	23,200	56,000	165,000	40,000	12,000	50,000	-	600,000	250,000
Community Affairs	31,000	81,000	55,000	55,000	65,000	100,000	75,000	75,000	-	80,000
Parks & Recreation	120,000	55,000	23,000	25,000	75,000	25,000	-	17,000	10,000	-
Totals	757,500	494,200	242,000	414,500	691,000	191,500	242,000	541,000	725,000	1,062,000
Financing Sources										
Operating Revenues	281,099	281,099	281,099	281,099	246,000	264,471	264,471	264,471	264,471	264,471
Grants	50,000	-	-	-	-	-	-	-	-	-
Loan Proceeds	-	250,000	-	-	-	-	-	-	600,000	505,000
Reserved/Project Funds	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Fund Balance Appropriated	301,401	(161,899)	(164,099)	8,401	320,000	(197,971)	(147,471)	151,529	(264,471)	167,529
Totals	757,500	494,200	242,000	414,500	691,000	191,500	242,000	541,000	725,000	1,062,000
Remaining	-	-	-	-	-	-	-	-	-	-
10 year Fund Balance Effect:	12,949									

GENERAL DISCUSSION None.

ADJOURNMENT – Mayor Black adjourned the meeting at 5:20 p.m.

The next meeting is a regularly scheduled meeting on Monday, April 6, 2020, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

LITTERSWEEP

NORTH CAROLINA
APRIL 11-25, 2020

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 Customer Service at **877-DOT-4YOU**
(877-368-4968). Find out more at **ncdot.gov/litterbug**.

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.

FORMS TO DOWNLOAD

Visit [ncdot.gov/littersweep](https://apps.ncdot.gov/littersweep) to download forms:

- ☐ Spring 2019 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.

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



Please recycle this mailer after use.

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

Address Service Requested

THANK YOU
FOR SAFELY
PARTICIPATING
IN LITTER SWEEP

DEADLINE TO REQUEST CERTIFICATE IS **MAY 31, 2020**

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

Email _____

Phone (Work) _____ Home _____

City _____ State _____ ZIP _____ County _____

Address _____

Mail to _____

Issue in name of _____

REQUEST FOR CERTIFICATE OF APPRECIATION (Please Print)

SPRING 2020
LITTER SWEEP

April 11-25, 2020

Memorandum

To: John Black, Mayor
Valdese Town Council

From: Larry Johnson, Planning Director
Hunter Nestor, Community and Regional Planner

Date: March 27th, 2020

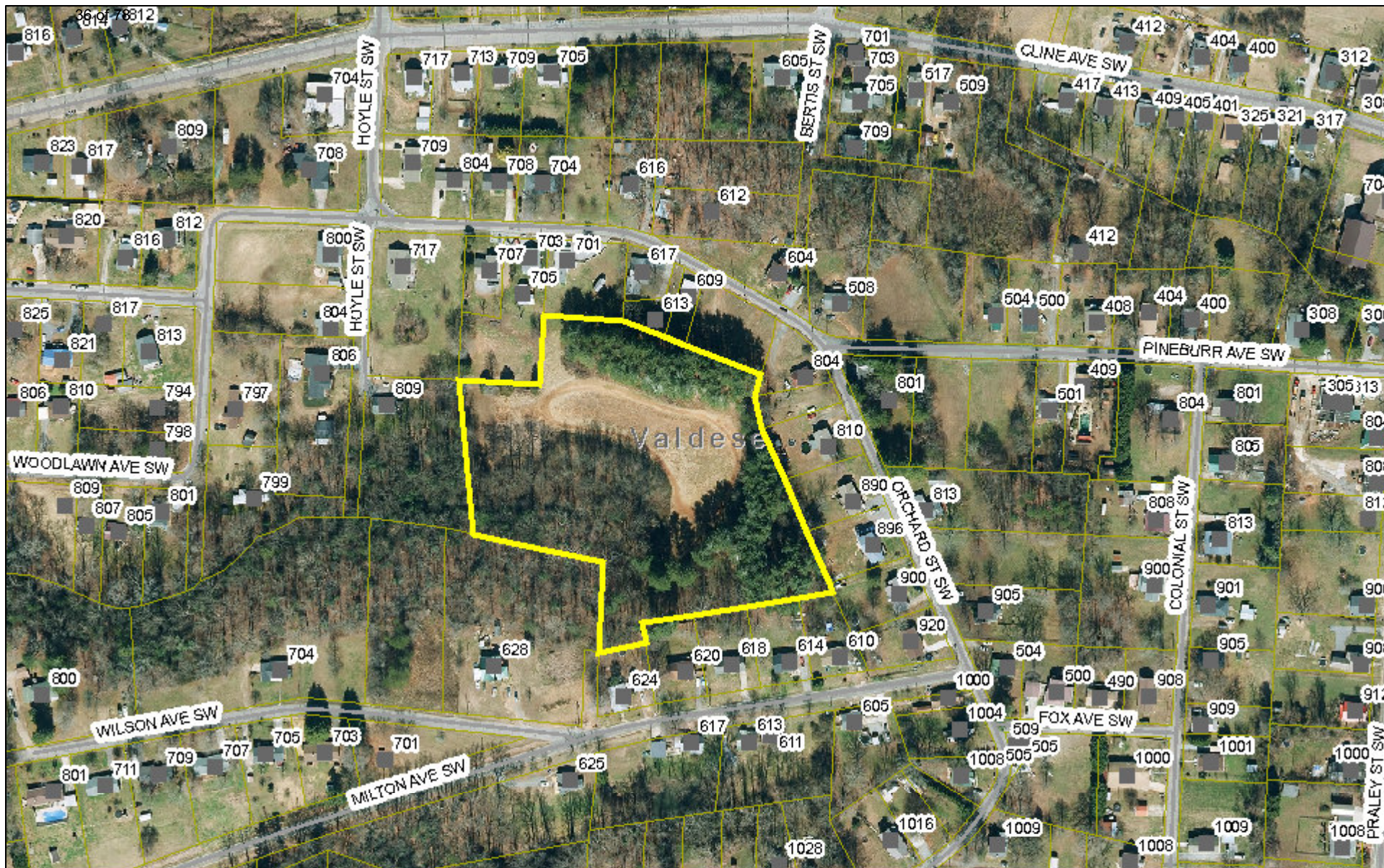
Subject: Set Public Hearing Date for Conditional Use Permit for Western North Carolina Housing Partnership (CUP 1-3-2020)

Planning staff respectfully request that Council set Monday, May 4th, 2020 as the date to hold a public hearing for a Conditional Use Permit hearing for Western North Carolina Housing Partnership (CUP 1-3-2020).

The Town has received an application from Joy Strassel of Western North Carolina Housing Partnership requesting a Conditional Use for property located 605 Pineburr Avenue SW (Crowhill property). The proposed Conditional Use is a Residential Planned Unit Development. The proposed development is for a six (6) building multi-family housing complex. Residential Planned Unit Developments are permitted with a Conditional Use Permit. The Conditional Use Permit approval requires a public hearing by Town Council.

Staff will present the recommendation of the Valdese Planning Board on the request. A location map is attached for your review.

If you have any comments or questions, please contact planning staff.



March 29, 2020

Burke County, NC

Owner: TOWN OF VALDESE
PO BOX 339

VALDESE, NC 28690

Property Address: 605 PINEBURR AVE SW
VALDESE 28690
PROPERTY_DESC

PIN: 2733637157
PIN EXT: 000
REID: 38598
Property Value: \$41,189
Acreage: 5.62
Deed Book: 000479
Deed Page: 00483
Deed Date: 4/5/1975 1:00:00 AM

0 230 460
Feet

1:2,965

1 inch = 247 feet



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

Memorandum

To: John Black, Mayor
Valdese Town Council

From: Larry Johnson, Planning Director
Hunter Nestor, Community and Regional Planner

Date: March 27th, 2020

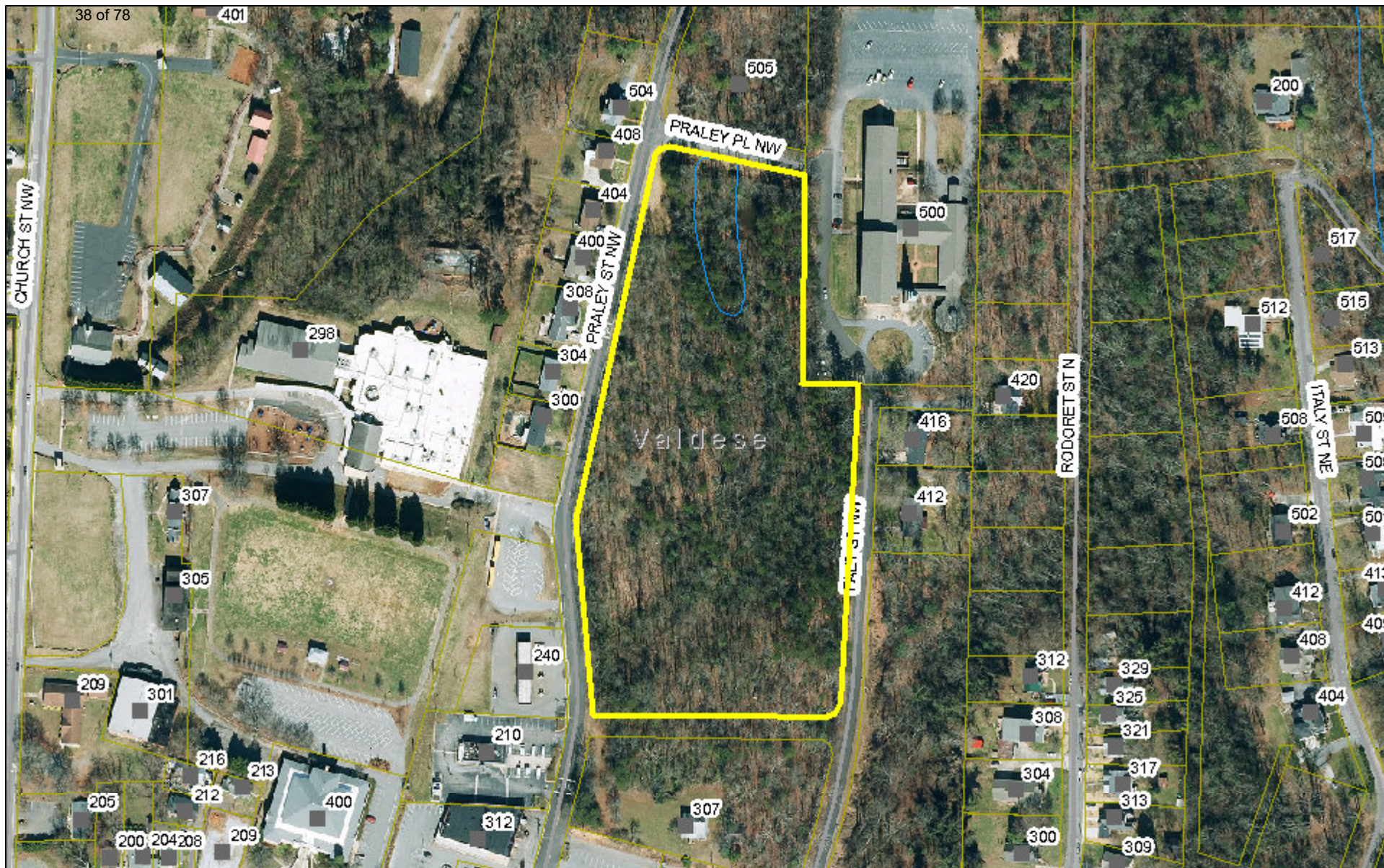
Subject: Set Public Hearing Date for Conditional Use Permit for MC MORGAN & ASSOCIATES INC (CUP 2-3-2020)

Planning staff respectfully request that Council set Monday, May 4th, 2020 as the date to hold a public hearing for a Conditional Use Permit hearing for MC MORGAN & ASSOCIATES INC (CUP 2-3-2020).

The Town has received an application from Mark Morgan of MC Morgan & Associates INC requesting a Conditional Use for property located 251 PRALEY ST NW. The proposed Conditional Use is for an elderly/multi-family housing development. A multi-family building is permitted with a Conditional Use Permit in the R-12A Zoning District. The Conditional Use Permit approval requires a public hearing by Town Council.

Staff will present the recommendation of the Valdese Planning Board on the request. A location map is attached for your review.

If you have any comments or questions, please contact planning staff.



January 24, 2020

Burke County, NC

Owner: STROUP, JOHN RAY
111 BROOKWOOD CHURCH ROAD

MORGANTON, NC 28655

Property Address: 251 PRALEY ST NW
VALDESE 28690
PROPERTY_DESC

PIN: 2733961530
PIN EXT: 000
REID: 7831
Property Value: \$64,356
Acreage: 9.22
Deed Book: 000271
Deed Page: 00647
Deed Date: 9/1/1965 1:00:00 AM

0 230 460
Feet

1:2,965

1 inch = 247 feet

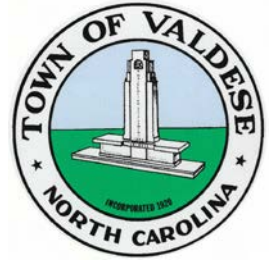


Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'legal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction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



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **July 2020**, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **Dream Connections** hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

ARTICLE 1.00

Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) **10, 16, 17, 18, 19, 20** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **July 2020** and extending to the **30th** day of **June 2021**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$1045.00**. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.

1.06 ^{40 of 78} **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

2.01.1 The premises shall be used by the Lessee for an **Office Space** and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.

2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

2.02 IMPROVEMENT AND ALTERATION OF PREMISES: Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural, or otherwise in or to the premises without Lessor's prior written consent, provided, that if such consent is given, all such alterations, changes, and improvements shall be at Lessee's expense and shall become the property of Lessor at the termination of the Lease. The granting or denial of consent as provided for in this section shall be the subject of Lessor's sole and absolute discretion.

2.03 TRADE FIXTURES: Lessee will be permitted to install trade fixtures on the premises without necessity of written consent by Lessor, and shall be permitted to remove such fixtures upon the expiration of the Lease term, provided that the removal of such fixtures will not permanently damage the premises, and provided that Lessee shall return the premises to their condition at the commencement of this Lease.

ARTICLE 3.00

Condition of Premises

3.01 ACCEPTANCE OF PREMISES: Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.

- 3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.
- In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.
- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

ARTICLE 4.00

Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.
- 4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim

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(including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

ARTICLE 5.00

Termination, Default, Remedies

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.
- 5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

ARTICLE 6.00

Destruction of Taking of Premises

6.01 ^{43 of 78} **DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

The Lessor may, following damage as above provided, elect to terminate this Lease by providing the Lessee with written notice of its election within ninety (90) days of the occurrence of the damage.

ARTICLE 7.00

Additional Provisions

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
- 7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

ARTICLE 8.00

Special Provisions

- 8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

ARTICLE 9.00

Interpretation, Execution

- 9.01** ^{44 of 78} **GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.
- 9.02** **MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
- 9.03** **SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of extensions thereof, in that event it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.
- 9.04** **CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
- 9.05** **WORD USAGE:** Throughout this Lease, the masculine gender shall include the plural and vice versa, wherever the context requires such construction.
- 9.06** **EFFECT UPON SUCCESSORS:** This Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, conservators, guardians, or other legal representatives and assigns of each party.
- 9.07** **MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term "Lessee" will include each such party, jointly and severally.
- 9.08** **QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X_____

Town of Valdese

Seth Eckard, Town Manager

Lessor

X_____

Witness (Attest)

X_____

Dream Connections, INC.

John Morrison, President or Carolyn Miller

Lessee

X_____

Witness9



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this First day of July, 2020, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and Still Waters Counseling, Inc. hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

ARTICLE 1.00

Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) 35 as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the First day of July, 2020 and extending to the 30th day of June, 2021; provided, however, because the Lessee may be required to move to a new facility during the one-year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one-year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$305.00. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.

- 1.05 ^{46 of 78} **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.
- 1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:
- 1.01.1 All zoning regulations affecting the premises now or hereafter in force.
 - 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
 - 1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

- 2.01.1 The premises shall be used by the Lessee for an Office Space and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.
- 2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

2.02 IMPROVEMENT AND ALTERATION OF PREMISES: Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural, or otherwise in or to the premises without Lessor's prior written consent, provided, that if such consent is given, all such alterations, changes, and improvements shall be at Lessee's expense and shall become the property of Lessor at the termination of the Lease. The granting or denial of consent as provided for in this section shall be the subject of Lessor's sole and absolute discretion.

2.03 TRADE FIXTURES: Lessee will be permitted to install trade fixtures on the premises without necessity of written consent by Lessor, and shall be permitted to remove such fixtures upon the expiration of the Lease term, provided that the removal of such fixtures will not permanently damage the premises, and provided that Lessee shall return the premises to their condition at the commencement of this Lease.

ARTICLE 3.00

Condition of Premises

- 47 of 78
- 3.01 ACCEPTANCE OF PREMISES:** Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.
- 3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.
- In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.
- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

ARTICLE 4.00

Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors,

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servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

4.04 WAIVERS: Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim (including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

ARTICLE 5.00

Termination, Default, Remedies

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.
- 5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

ARTICLE 6.00

Destruction of Taking of Premises

6.01 DAMAGE BY CASUALTY OR FIRE: If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

The Lessor may, following damage as above provided, elect to terminate this Lease by providing the Lessee with written notice of its election within ninety (90) days of the occurrence of the damage.

ARTICLE 7.00

Additional Provisions

7.01 ASSIGNMENT AND SUBLETTING: Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.

7.02 RIGHT OF ENTRY: Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

ARTICLE 8.00

Special Provisions

8.01 RELATIONSHIP OF PARTIES: It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

ARTICLE 9.00

Interpretation, Execution

- 9.01 GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.
- 9.02 MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
- 9.03 SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of extensions thereof, in that event it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.
- 9.04 CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
- 9.05 WORD USAGE:** Throughout this Lease, the masculine gender shall include the plural and vice versa, wherever the context requires such construction.
- 9.06 EFFECT UPON SUCCESSORS:** This Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, conservators, guardians, or other legal representatives and assigns of each party.
- 9.07 MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term "Lessee" will include each such party, jointly and severally.
- 9.08 QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X_____

Lessor

Seth Eckard, Town of Valdese (Town Manager)

X_____

Lessee

Beth Brannon, Still Waters Counseling, Inc.

X_____

Witness (Attest)

X_____

Witness

TOWN OF VALDESE ELECTRONIC MEETINGS POLICY

When a State of Emergency has been declared that is applicable to the Town, the Town Council may hold a regular, special or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform provided that one or both of the following conditions are met:

1. Meeting in person would pose a threat to health or safety of members of the Town Council, Town staff and the general public who might otherwise attend the meeting in person; or
2. Restrictions or prohibitions implemented in conjunction with the declaration of the State of Emergency make it impractical or not feasible to hold an in-person meeting of the Town Council.

The Mayor and participating Council members must be able to hear and speak to each other simultaneously during the electronic meeting. An electronic meeting conducted according to this policy shall be treated as though it were a meeting at which all of the Council members who are participating are actually present. Electronic participation by a member shall be deemed to be physical presence at the meeting.

The Town Clerk shall act as the electronic host of the meeting, and shall be responsible for monitoring which members are connected (present) during the meeting. Provided that a quorum is participating and connected to the meeting when the meeting is called to order, if one or more participating members is unintentionally disconnected and reconnection cannot be established within a reasonable time, this shall not defeat the presence of a quorum. For so long as the member is disconnected, the member shall not be counted as “present” for the purposes of counting votes. Notwithstanding the foregoing, any member participating may make a motion to adjourn the electronic meeting if one or more members becomes unintentionally disconnected from the electronic meeting and reconnection cannot be re-established within a reasonable time.

When stating or seconding a motion, a Council member shall identify himself or herself for the record before stating such motion or second. Voting shall be by roll-call vote.

In addition to complying with the meeting notice requirements of the North Carolina Open Meetings Law, the Town shall give as much advance notice to the Council members, the media and the public of the fact that a regular, special or emergency meeting will be an electronic meeting as is reasonable under the circumstances. An electronic meeting must allow access to the meeting by all

members of the Council, the media and the public, subject to reasonable limitations in the technology used to hold the electronic meeting as to the number of people that can access the electronic meeting. The notice stating the meeting shall be an electronic meeting shall include the means by which the public can access the electronic meeting, and shall state a location for the public to view or hear the meeting.

Memorandum

To: John Black, Mayor
Valdese Town Council

From: Larry Johnson, Planning Director
Hunter Nestor, Community and Regional Planner

Date: March 27th, 2020

Subject: Zoning Text Amendment #01-03-2020
Off-Street Parking Requirements, Schedule of Parking Spaces

The Valdese Planning Board is recommending amendment of **Article F Off-Street Parking Requirements, Schedule of Parking Spaces**. The proposed text amendment will expand the use classification and parking requirements for different types of residential uses.

The amendment of Section 9-3074 Schedule of Parking Spaces of the zoning ordinance will expand the use classification and parking requirements for different types of residential uses. Currently, there is only one “residential” use classification which includes all residential types and a two parking spaces per unit.

The proposed text amendment will separate this residential classification into additional residential types i.e. Single Family, Duplexes, Group Living, Senior Housing and Multifamily and will provide each residential type with parking space requirements.

The proposed language is attached for your review. The changes are in red. Upon your review, please contact staff if you have questions.

9-3074 Schedule of Parking Spaces
--

Off-street parking spaces shall be provided and permanently maintained by the owners and occupants of the following types of property uses as follows:

<u>Use Classification</u>	<u>Parking Space Requirement</u>
Single Family Residential	2 spaces for each dwelling unit
Duplexes	2 per unit
Group Living	1 per 4 residents
Senior Housing	1 per unit
Multi-family	1.5 per unit
Commercial	1 space for each 500 square feet of gross floor area
Industrial	1 space for each 500 square feet of gross floor area
Office	1 space for each 500 square feet of gross floor area
Warehouse	1 space for each 4,000 square feet of gross floor area
Civic (i.e. churches, fraternal organizations, etc.)	1 space for each 500 square feet of gross floor area
High Schools or Colleges and Universities campuses (auditoriums, Stadiums, gymnasiums, assembly halls)	1 space for each 10 fixed seats and 1 space for each 10 moveable seats in the largest assembly area

9-3075 Required Loading and Unloading
--

- (a) Every building or structure used for business, trade, or industry hereafter erected shall provide space as indicated herein for the loading and unloading of vehicles off the street or public right-of-way. Such space shall have access to an alley or street. For the purposes of this Section, an off-street loading space shall have a minimum dimension of twelve (12) feet by forty (40) feet and overhead clearance of fourteen (14) feet in height above the alley or street grade.

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of Valdese, North Carolina has received informal bids, pursuant to informal procurement guidelines in the State of North Carolina, for the purchase and installation of a 3.0 MGD High Service Pump Replacement, and

WHEREAS, McGill Associates, P.A., has reviewed the bids; and

WHEREAS, Charles R. Underwood was the lowest bidder for the 3.0 MGD High Service Pump Replacement, in the total bid amount of \$78,048.20, and

WHEREAS, the McGill Associates recommends **TENTATIVE AWARD** pending issuance of the Authority to Award from North Carolina Department of Environmental Quality – Division of Water Infrastructure to the lowest bidder(s).

NOW, THERE FORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder(s) in the Total Bid Amount of \$78,048.20.

	Name of Contractor	Amount
1.	<u>Charles R. Underwood</u>	<u>\$78,048.20</u>
2.	<u>ClearWater, Inc.</u>	<u>\$181,000.00</u>

BE IT FURTHER RESOLVED that such **AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

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

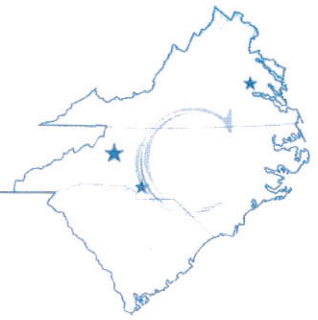
This is 6th day of April, 2020.

John F. Black, Jr., Mayor

Attest:

Town Clerk

(corporate seal)



INFORMAL BID

PROJECT: FINISHED WATER PUMP REPLACEMENT

LOCATION: TOWN OF VALDESE, NC

ENGINEER: MCGILL ASSOCIATES

QUOTE #: CW200022

Mr. Padgett

We are pleased to offer and recommend the following equipment for your consideration and evaluation on the above referenced project.

FINISHED WATER PUMPS

2,100 GPM @ 320' TDH

250 HP, 1800 RPM, 3/60/460 VAC POWER

One (1) Fairbanks Nijhuis model 14F-five (5) stage vertical turbine pump with the following features:

- Cast iron bowl assembly with flanged connections and 12" flanged discharge
 - 316SS dynamically balanced enclosed impellers; A743 CF8M
 - 416SS Colletted impellers
 - 416SS impeller wear ring
 - 416SS bowl wear ring
 - High pressure o-ring construction
 - standard bolting
 - 2.1875" 416 stainless steel bowl shaft with threaded connection
 - Bronze bowl bearings
- 12" flanged steel column
 - 0.375" standard thickness
 - maximum 5' lengths for up to 21'-0.5" total pump length
 - standard bolting
 - high pressure o-ring construction
 - 1.6875" 416 stainless steel threaded open lineshafting
 - SS304 lineshaft sleeves
 - 416 stainless steel couplings
 - Rubber bearings
 - Standard factory retainers
- Type "LS" 20" x 12" fabricated steel above ground discharge head:
 - 12" CL300 flanged discharge
 - 400 psi packed stuffing box
 - cast iron construction
 - bronze bushing
 - Bronze split gland

- Two piece top shaft construction with 304SS shaft sleeve
- 1.6875" 416SS head / drive shafts
- Dimensions modified to match existing head (B&C dimensions)
- 2" air vacuum valve connection
- Pressure gauge connection
- Fabricated steel sole plate, 31"x31"
- 250 HP, 1800 RPM, 3/60/460 volt WP-1, premium efficient motor,
 - VHS
 - Class F insulation, Class B rise, NEMA design B
 - Insulife-1000 insulation treatment
 - Solid state soft start method
 - 20" BD
 - 1.6875" BX
 - NRR
 - H445TPA frame
- Certified non-witnessed factory pump performance test per HI standards at full speed
- Curve approval of test results prior to shipment
- Painting:
 - Sandblast of bowl exterior, column and discharge head
 - Two (2) coats of Tnemec N140 to bowl exterior, column ID/OD & discharge head ID
 - One (1) coat of standard Fairbanks blue enamel paint to discharge head OD.

One (1) pressure gauge, 0 – 300 psig, ½" NPT bottom connection

One (1) 2" air / vacuum valve to mount on 2" connection on discharge head

One (1) ABB PSTX 250 HP 302 amp enclosed RVSS soft starter with the following features:

- Enclosure: NEMA 1 (approx. 48"H x 36"W x 16"D) wall-mounted enclosure
- 440 to 480 VAC
- 65 kAIC short circuit current rating
- 250 HP RVSS with internal bypass contactor
- Circuit for remote contact for automatic operation
- Door mounted keypad (IP66)
- Door-mounted disconnect switch
- Fan-cooling with thermostat
- Additional pilot devices mounted on panel:
 - Hand/Off/Auto selector switch
 - Start/Stop pushbuttons
 - "Run" pilot light
 - "Power On" pilot light
 - "Fault" pilot light

One (1) lot of freight to jobsite included

One (1) lot of field service by ClearWater Inc. to include the following:

- Removal of existing pump
- Installation of new pump (including base plate modifications)
- Installation of new stand-alone Soft Start (including conduit and wire from existing MCC)

One (1) lot of engineering and field service to include the following:

- Electronic factory submittals for the pump and soft start
- Electronic factory O&M manuals for the pump and soft start

PRICE..... \$ 181,000.00

CLARIFICATIONS:

1. Includes installation of new wire and conduit from existing breaker in the MCC to new starter and from starter to pump. Length of conduit/ wire not to exceed 50'. If a new breaker is required, pricing may need to be revised. Free standing soft start will be installed on the North wall of the building (directly off the end of the existing MCC).
2. Includes removal and disposal of existing pump and motor.
3. We assume that the new pump will fit in the existing hole. Any modifications to the hole may require pricing to be revised.
4. We assume existing valves are in proper working order. New valves not included.
5. No bonding requirements included.
6. No modifications or updates to the existing controls are included.

GENERAL NOTES AND CLARIFICATIONS:

- 1) All unloading and storage of shipped equipment is by owner
- 2) All freight is FOB factory and included in the above pricing
- 3) Any applicable taxes are not included in the above pricing
- 4) Owner equipment ID tags are by others
- 5) Seller is bidding equipment with the performance shown on the previously-transmitted submittal curves.
- 6) All pipe, valves, fittings, gauges, vents, seal water systems, instrumentation, monitors, vibration detectors, controls, VFD's, MCC's local controls panels, floats, level indicators, metal supports, templates, nuts, bolts, washers, jacking bolts, grease and lube lines, grease and lube fittings, bearing support brackets and beams, and interconnecting wiring are not included in the above price, and are to be supplied by others, unless specifically stated in the above proposal per each equipment description.
- 7) All lubricants, oil, grease, water, gauges, meters, flow meters, and any other miscellaneous supplies and equipment needed for startup is not included and to be supplied by others.
- 8) Field installation of all drivers, shafting, couplings, bearings, protective guards, gauges, guide rails, pump bases and controls where applicable are not included and by others.
- 9) Installation of all accessory items that are shipped separately is by others.
- 10) Our pricing only includes those items clearly and specifically stated detailed in the above proposal, any items not clearly outlines in the above are not supplied by ClearWater Inc and any of our manufacturers.
- 11) We will agree to meet all H.I. vibration standards by field testing.

- 12) All standard ClearWater Inc terms and conditions will apply. All standard terms and conditions of our represented principals will also apply.
- 13) Any travel, and living expenses related to witness testing at the manufacturer's site, of the equipment being purchased, is not included in our pricing.
- 14) Any retainage considerations on the above equipment sold will be negotiated on a job by job basis after the receipt of a purchase order.
- 15) Submittals will be approximately 6 to 8 weeks after receipt of an approved purchase order.
- 16) The estimated delivery schedule for the above equipment is as follows:
 - a. Turbine Pumps: 18 to 20 weeks after release for manufacture
 - b. ABB soft start: 7 to 9 weeks after release for manufacture

If you have any questions regarding our scope, or if we can provide additional information or assistance, please do not hesitate to contact our office.

Sincerely,

Jacob Reid

Jacob Reid
ClearWater, Inc

Cc: Teresa Anderson, CWI

NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions

(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement in order to eliminate redundancy and ambiguity)

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters
Additional Forms for SRF Projects (these forms are currently not applicable)	
6100-3 (per M/WBE firm)	Provided by low bidder if SRF project
6100-2	Distributed to M/WBE firms if SRF project
Subs submit concerns on 6100-2 forms to:	Michael Pigram Region 4, Atlanta Federal Center 61 Forsyth Street Atlanta, GA 30303-8960

NOTES on this Compliance Supplement

Verifiable Goals

- EPA MBE/WBE participation goals: MBE 10.9%
WBE 10.4%

These are goals that the State reports against and are not quotas. The good faith efforts must be adhered to and all forms provided regardless of what percentage utilization is achieved.

- State of NC MBE/WBE participation goal: 10% (combined)

Table B is not required for SRP and SEL projects if you achieve 10% utilization.

DBE (MBE or WBE) Certification

In order for a firm to count towards the goals, a firm must be properly certified. Table A and Table B both provide spaces to note who certified the firm. The North Carolina Department of Administration and North Carolina Department of Transportation are the most common certifications we see listed. Division of Water Infrastructure staff verify all certifications listed.

For SRF projects, please note the EPA's six Good Faith Efforts found in 40 CFR 33

Filling out the Good Faith Efforts Form and providing Table B (if subcontracting is achieved) constitutes compliance with EPA's six good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the MBDA.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

Resources

Some sources for identifying MBE/WBE (DBE) firms

- <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)
- http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm (US SBA)

Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options

- <http://web.sba.gov/subnet/> (US SBA Subnet advertising website)
- <https://www.mbda.gov/> (US Dept. of Commerce)
- <https://ncadmin.nc.gov/businesses/hub> (NC HUB Office)

Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

(This is identical to State of NC Affidavit A)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

- ☒ No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- ☐ Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- ☐ Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: _____

Submit proof of advertisement with package

M/WBE Sources: Source: _____ Source: _____

Submit printouts from M/WBE source(s)

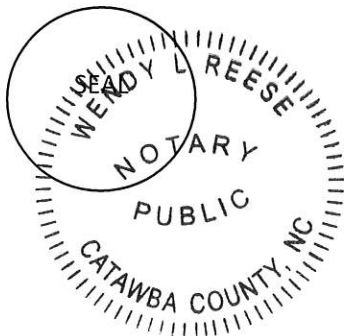
Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

CLEARWATER, INC
Prime Contractor Company Name (Print)

[Signature] 2.3.2020
Prime Contractor Representative (Sign & Date)



State of NC, County of Catawba

Subscribed and sworn to before me this 3 day of Feb 20 20

Notary Public Wendy L. Reese

My Commission Expires 12/8/24

Applicant Name (Print)

Applicant Authorized Representative (Sign & Date)

Division of Water Infrastructure Project Number

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
CLEARWATER, INC.	1105 8TH STREET CT. SE HICKORY, NC 28602 / 828-855-3182			
		\$ 181,000.00		
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	\$ 0.00	
Prime Contract Price	\$ 181,000.00	0 %

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table B: Subcontract Solicitation List

Table B is required if:

- 1) Project is Federally funded (SRF) OR;
- 2) Project is a State Reserve Project or State Emergency Loan (SRP or SEL) and Utilization % on Table A is less than 10%
- 3)

Trade: _____ (enter the trade being solicited, paving, hauling etc.)
List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and/or sources used to identify MBE/WBE subs.
Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.

Please provide the information below if the subcontracted work in question was included in previously submitted good faith efforts documentation:

Prime Contractor:

Subcontracted work:

Previous Subcontractor:

Reason this firm did not complete the work:

New subcontractor and DBE status:

☐ MBE

☐ WBE

☐ N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Please follow the steps below for new subcontracted work:

Indicate the new trade being subcontracted:

Indicate the firm being used and DBE status:

☐ MBE

☐ WBE

☐ N/A

Attach Table B

(For State Use) Is this sub debarred?

☐ Yes

☐ No

Project Owner/Applicant:

Project Number:

Signature of Prime Contractor's Representative

Memorandum

Equipment Bid Solicitation

From: Town of Valdese, Greg Padgett – Director of Water Resources
To: Bidding Contractors
Date: January 17, 2020
Subject: 3.0 MGD High Service Pump Replacement

Thank you for your interest in bidding on this project. The project can generally be described as follows:

Removal of the existing Fairbanks-Morse vertical turbine pump, supply, transport, installation and startup of a new like-for-like 3.0 MGD Fairbanks-Nijhuis vertical turbine pump. The Bid Amount provided to the Town shall also cover all costs for labor, handling, a 2-year warranty on the pump and motor equipment and a 5-year warranty on the starter. The scope of equipment supply is summarized in the list below.

- 200HP US motor wp-1 460-Volt premium efficiency
- 10" discharge head to match current head
- 10" column pipe and 1 11/16 416 SS line shaft
- 5 Stage 14" Bowl assembly
- Stainless Steel Strainer
- New ABB 200hp Soft-Starter and associated wiring and conduit

The Bidder shall provide a certificate of insurance, naming the Town of Valdese as an additional insured, with the following minimum coverages:

Workman's Compensation	Statutory
Comprehensive Automobile Liability	\$1,000,000 each for Bodily Injury and Property Damage
Comprehensive General Liability	\$1,000,000 each for Bodily Injury and Property Damage
Umbrella Liability	\$5,000,000

The Town of Valdese intends to award this equipment bid within 14 days after the bids are received but requires the bid to be valid for 45 days. Consequently, the Bidder shall complete the pump installation and have the pump ready for service under a **160-day contract**, including equipment delivery time.

Bidding Contractors are asked to submit a bid proposal on company letterhead to the Town's Director of Water Resources, Greg Padgett via email at gpadgett@valdesenc.gov by **5:00 pm on Friday, January 24, 2020**. Any bids received prior to the bid deadline will be kept and securely held by the Town until the stated time of the bid deadline.

Bid proposals shall be written on company letterhead and contain a lump sum bid amount for the entire scope of services described in this memorandum. Bidders must comply with the typical Disadvantaged Business Enterprise requirements for the State of North Carolina. A copy of the requirements for Good Faith Efforts and Table A and Table B are provided with this memorandum and should be completed as appropriate and submitted with the Bid. Bidders shall contact Greg Padgett at 828-874-6789 to access the finished water pumping gallery at the Town's WTP.

The Town reserves the right to reject any and all bids and to waive any informalities. The bid award will be made to the lowest responsible, responsive bid considering cost, time and execution of the work to select the supplier in the best interest of the Town.

Bids will be evaluated by the Town in private and notification to the successful bidder provided as soon as practical following the receipt of bids.

Questions related to this bid must be submitted in writing to gpadgett@valdesenc.gov prior to 5:00 pm Wednesday, January 22nd, 2020 to receive consideration.

Charles R. Underwood Inc.

Municipal Pump Sales & Service

2000 Boone Trail Road
Sanford, North Carolina 27330

Phone: (919) 775-2463

Fax: (919) 708-7232

February 3, 2020

Greg Padgett
Valdese, Town Of
PO Box 339
Valdese, NC 28690
RE: 3 MGD High Service Pump

Dear Mr. Padgett,

We are pleased to provide cost to upgrade the existing 3MGD high service pump per your bid solicitation date 1/17/2020.

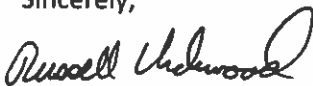
The price provided below includes the following:

- 200hp US motor wp-1 460 Volt premium efficiency
- 10" discharge head to match existing
- 10" column pipe and 1 11/16 416 SS line shaft
- 5 Stage 14" Bowl assembly
- Stainless Strainer
- Labor to remove existing pump and install new pump and motor
- New ABB 200hp Soft Starter and associated wiring and conduit
- Start up and commissioning of new equipment.
- 2 year warranty on the pump and motor.
- 5 year warranty on soft starter.
- Freight to jobsite.

Total Lump Sum Price: \$78,048.20 Plus applicable tax

As always, we appreciate the opportunity to work with you on this project. If you have any questions or need anything else, please contact us.

Sincerely,



Russell Underwood, P.E.
Charles R. Underwood, Inc.

Results of Good Faith Efforts Undertaken (you must check one box below)

- ☒ No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- ☐ Subcontractors are being used. Fill out Table A and B for each trade. Each Table B lists 3.
- ☐ Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: _____

Submit proof of advertisement with package

M/WBE Sources: Source: _____ Source: _____

Submit printouts from M/WBE source(s)

Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

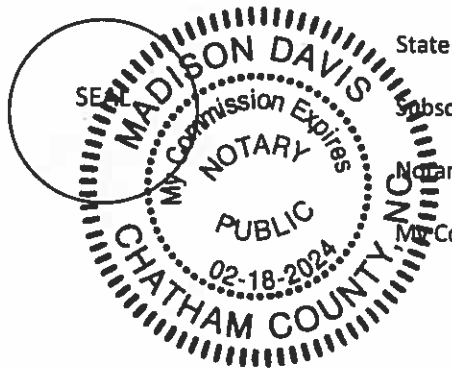
I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

Charles F. Underwood Inc.

Prime Contractor Company Name (Print)

Russell Underwood

Prime Contractor Representative (Sign & Date)

2/3/2020State of North Carolina, County of ChathamSubscribed and sworn to before me this 3 day of February 2020Notary Public Madison DavisMy Commission Expires 02-18-2024

Applicant Name (Print) _____

Applicant Authorized Representative (Sign & Date) _____

Division of Water Infrastructure Project Number _____

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency if applicable	(State use only) Listed in EPLS as Debarred?
Charles R. Underwood, Inc.	2000 Boone Trail Rd. Sanford, NC 27330 (919) 715-2463	General Contractor \$ 78,048. ²⁰	N/A	
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	\$ 0. ⁰⁰	
Prime Contract Price	\$ 78,048. ²⁰	0 %

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of LeeAffidavit of Charles R. Underwood, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

3 MGD High Service Pump Replacement

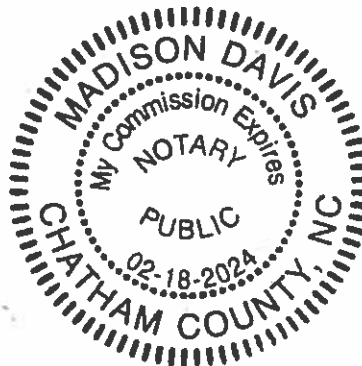
(Name of Project)

contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 2/3/2020 Name of Authorized Officer: Russell D. UnderwoodSignature: Russell D. UnderwoodTitle: PresidentState of North Carolina, County of ChathamSubscribed and sworn to before me this 3 day of Feb 2020Notary Public Madison DavisMy commission expires 2-18-2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance 628 Green Valley Road Ste. 306 Greensboro NC 27408		CONTACT NAME: Alison Morris PHONE (A/C, No, Ext): 336-510-0087 FAX (A/C, No): 434-455-1468 E-MAIL ADDRESS: amorris@scottins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Trust Insurance (A)	
		INSURER B: FCCI Insurance Company (A)	
		INSURER C: Bridgefield Casualty Insurance Company (A)	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 111216767 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPP0012253	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	CA 100011917-02	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	UMB100024295	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	196-09558	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater Leased/Rented EQ		CPP0012253	4/1/2019	4/1/2020	\$500 Ded 250,000 \$500 Ded 120,000 25,000 ded 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Valdese
PO Box 339
Valdese NC 28690

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kam Jones

Memo

To: Jessica Lail

From: Doug Knight

cc: Mayor Black & Town Council

Date: March 30, 2020

Re: **Approval to repair bank at McGalliard Falls Park washed out during heavy rains**

Meeting Date: Monday, April 6, 2020

TO: Town of Valdese Mayor, Town Council, Manager and Clerk

FROM: Doug Knight, Parks & Recreation Director

SUBJECT: Bank repairs for McGalliard Falls Park

SUMMARY OF INFORMATION/BACKGROUND: During the extremely heavy rains late this past winter, a section of bank next to the observation deck on the Fletcher ball park side of McGalliard Falls partially washed out. This area is next to a section of bank that washed out in 2013. If the bank is not repaired, there is a real possibility that the observation deck could be endangered and also endanger the safety of visitors of the park.

We have 2 quotes for the project:

Danny Harris Grading – \$10,000 – \$15,000

Dickinson Hauling and Grading, Inc. - \$3,500

My recommendation is that we go with Dickenson Hauling and Grading, Inc. for \$3,500

ACTION: Request vote to approve Dickenson Hauling and Grading, Inc. to complete job

DANNY HARRIS GRADING

3469 HENDERSON MILL ROAD
MORGANTON, NC 28655
828-437-3377 CELL 828-413-4713

BILL TO: Brian Duckworth

Invoice #

Invoice Date:

Estimate for McGallivray Falls Park 8-19-13

SERVICES	CHARGES
Trees Removed By climbing - \$2500 ⁰⁰	\$2500 ⁰⁰
Shot Rock 10 loads \$6250 ⁰⁰	\$6250 ⁰⁰
grading And install \$12000	\$12000 ⁰⁰
1 Load Hydroseed Mix —	

Verbal Quote from
Danny Harris on 3/16/20:
\$10K-\$15K based on this
new job being about 60%
of the damage as the last
job in 2013.

To T2 / \$20,750

* That was price
paid 10/3/13

THIS INVOICE.

ESTIMATE



Town Of Valdese

(828) 201-5562

Dickinson Hauling & Grading, Inc.

1572 Dickinson Rd.

Hickory, NC 28602

Phone: (828) 294-0270

Email: andy@dickinsonhaul.com

Fax: (828) 294-1114

Web: www.dickinsonhaul.com

Estimate #

000160

Date

03/17/2020

Description	Total
Grading	\$3,500.00
Reshape bank that washed out. Remove tree stump and haul off (only if removal does not potentially damage the overlook) Apply 24 tons of class 1 stone to slope and seed and sow back work area.	
Subtotal	\$3,500.00
Total	\$3,500.00

Notes:

Due to existing steep slope conditions and repairing the slope similar to the repair that was done previously by another company Dickinson Hauling & Grading, Inc. cannot be responsible for any damages to anyone or any property due to rocks/material that fall or slide after work is complete, property owner assumes all liability.

Not responsible: for fees, permits, layout & staking, soil testing, removal and replacement of unsuitable materials including but not limited to hazardous materials and asbestos. Not responsible for unmarked tanks, unmarked wells, unmarked Utilities, maintenance and removal of erosion control, additional erosion control, backfilling, grading for curbs, drying and recompaction of wet materials, any and all unmarked utilities. Not responsible for any type of improper disposal/burial of any materials. Subgrade must be within compaction and grade tolerances suitable for stone tolerances. If rock is hit, pricing will need to be adjusted to accommodate removal.

When material is to be delivered to places other than public street the buyer agrees to provide roadways or approaches permitting access of trucks to point of delivery under their own power. If the buyer orders delivery beyond the curb line the buyer assumes all liability for and damages to sidewalks, driveways or other property and agrees to indemnify Dickinson Hauling & Grading, Inc. against all liability, loss and expense incurred (including but

not limited to wrecker service) as the result of such delivery regardless of negligence or otherwise.

Town Of Valdese

Valdese Town Council Meeting

Monday, April 6, 2020

Budget Amendment #

23

Subject:

Recreation - Emergency repairs to overlook at McGalliard Falls Park (reference memo from Doug Knight). This is to repair erosion issues on a section of bank next to the observation deck. Similar issues in 2013

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
10.3970.302	Capital Projects		3,500
Total		\$0	\$3,500

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.4250.740	Capital Outlay	3,500	
Total		\$3,500	\$0

Section II:

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