

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, August 3, 2020
6:00 P.M.**

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

4. Informational Items:

- A. Communication Notes
- B. Reading Material

5. Open Forum/Public Comment

6. Consent Agenda

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

- A. Approval of Regular Meeting and Closed Session Minutes of June 29, 2020

7. New Business

- A. Code Enforcement Update
- B. Approval of Updated BBP Water Tank Interlocal Agreement
- C. Award of Bid – Street Paving Project
- D. Discussion of Triple Community Property, 1492 Drexel Rd.
- E. Final Plat Approval Edelweiss Subdivision
- F. Budget Amendment
- G. Capital Project Ordinance Amendment
- H. Water & Waste Water Plant Project Updates
- I. Parks & Recreation Project Updates

8. Manager's Report

- A. Town Offices Closed on Monday, September 7, 2020 in Observance of Labor Day
- B. Next Regular Council meeting scheduled for Tuesday, September 8, 2020, 6 p.m., due to Labor Day Holiday
- C. Waldensian Festival/Friday Night Concert Series Cancelled

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: July 31, 2020

Subject: Monday, August 3, 2020, Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting and Closed Session Minutes of June 29, 2020

7. New Business

A. WPCOG Code Enforcement Update

Code Enforcement Officer Todd Justice will be at the meeting to provide an update on code enforcement.

B. Approval Updated of BBP Water Tank Interlocal Agreement

Enclosed in the agenda packet is a copy of the most recent amendment to the Interlocal Agreement concerning construction and operation of a water tank for Burke Business Park. Any income generated from add-on usage (advertisement or cell/internet antenna) of the BBP water tank would go first to clear the match and then be distributed proportionately to the partners. Additionally, the County would handle administration and oversee the construction of the tank and then revert to the City who would then own and operate the tank. BDI President Alan Wood will be at the meeting to discuss the agreement.

Requested Action: Staff recommends that Council approve the updated Interlocal Economic Development Agreement for Burke Business Park, as presented.

C. Award of Bid – Street Paving Project

Enclosed in your agenda packet is a memo from Finance Director Bo Weichel, a bid tabulation, and a map plan prepared by West Consultants for the FY 20-21 Street Paving Project. The lowest bidder was Midstate Contractors Inc., Hickory NC, in the amount of \$431,974.50 for the streets located at Springwood Dr. NE & Oakland Ct NE, Ervin Ave NE, and Becker Ave NE. Alternate bids are included in the agenda packet. Public Service Director Greg Padgett will be at the meeting to discuss.

Requested Action: Staff recommends that Council award the bid to the lowest bidder, Midstate Contractors Inc., Hickory, NC, in the amount of \$431,974.50 for the recommended streets, Springwood Dr. NE & Oakland Ct NE, Ervin Ave NE, and Becker Ave NE.

D. Discussion of Triple Community Property, 1492 Drexel Rd.

Enclosed in the agenda packet is a memo from Public Service Director Greg Padgett requesting to surplus the former Triple Community property. Also included in the agreement made in 2007/2008 between the Town of Valdese and the Triple Community Water Corporation. The property value is \$328,126.

Requested Action: Staff recommends that Council surplus the former Triple Community property located at 1492 Drexel Rd.

E. Final Plat Approval Edelweiss Subdivision

Enclosed in the agenda packet is a memo from Planning Director Larry Johnson explaining the process and the following items with regard to Final Plat Approval for Edelweiss Subdivision:

1. Edelweiss Final Plat
2. Subdivision Plat Contents
3. Letter from Town Engineer
4. Letter from Public Services Director
5. Performance Agreement
6. Construction Cost Estimate
7. Restrictive Covenants
8. Soil Erosion Control Plan

Mark Rostan from Cold Creek Investments, LLC will be at the meeting to present.

Requested Action: Staff recommends that Council approve the final plat and supporting documents for Edelweiss as presented and recommended by the Valdese Planning Board.

F. Budget Amendments

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

Requested Action: Staff recommends that Council approve the budget amendment as presented.

G. Capital Project Ordinance Amendment

Enclosed in the agenda packet is a Capital Project Ordinance Amendment prepared by Finance Director Bo Weichel. This amendment will move funds to appropriate accounts. Mr. Weichel will be at the meeting to present these amendment.

Requested Action: Staff recommends that Council approve the Capital Project Ordinance Amendment as presented.

H. Water & Waste Water Plant Project Updates

Public Services Director Greg Padgett will be at the meeting to provide updates on current projects.

I. Parks & Recreation Project Updates

Parks & Recreation Director Doug Knight will be at the meeting to provide updates on current projects.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**JUNE 1st-30th, 2020**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JUNE, 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	258 HOURS	
VEHICLE DUTY	175 HOURS	
EQUIPMENT DUTY	72 HOURS	
EMERGENCY RESPONSES (ON DUTY)	69 HOURS	
TRAINING (ON DUTY)	107 HOURS	
FIRE ADMINISTRATION	203 HOURS	
TRAINING ADMINISTRATION	20 HOURS	
MEETINGS	5 HOURS	
FIRE PREVENTION ADMINISTRATION	11 HOURS	
FIRE PREVENTION INSPECTIONS	1 HOURS	
<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	0	0
BUSINESS	0	0
DAYCARE	1	0
FACTORY/INDUSTRIAL	0	0
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	0	0
RESIDENTIAL	0	0
STORAGE	0	0
UTILITY/MISC	0	0
REINSPECTIONS	0	0
TOTAL:	1	0
PUBLIC RELATIONS	4 HOURS	
HYDRANT MAINTENANCE	10 HOURS	
SAFETY ADMINISTRATION	30 HOURS	
SAFE KIDS ADMIN/CRS INSPECTIONS	1 HOURS	
EXTRA DUTY FIRES	17 HOURS	
NON-DEPARTMENTAL DUTIES	0 HOURS	
EXTRA DUTY TRAINING	24 HOURS	
EXTRA DUTY FIRE/MED STANDBY	0 HOURS	
PHYSICAL TRAINING	61 HOURS	
EXTRA DUTY MEDICAL RESPONSES	19 HOURS	
VOLUNTEER FIREFIGHTER TRAINING	9 HOURS	
TOTAL TRAINING MANHOURS:	220 HOURS	

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	4
CARBON MONOXIDE ALARM	0
ODOR/SMOKE INVESTIGATION	1
MUTUAL AID TO STATION 63	0
MUTUAL AID TO STATION 67	1
MUTUAL AID TO STATION 76	1
COOKING INCIDENT	1
OUTSIDE FIRE	1
STANDBY	0
SERVICE CALLS	3
TREE DOWN	2
ELECTRICAL HAZARD	<u>0</u>
	14
<u>MEDICAL:</u>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	2
BACK PAIN	0
CANCELLED ENROUTE	1
CARDIAC	1
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	2
DOA	0
FAINTING	0
FALL	3
GUNSHOT	0
LACERATION/HEMORRAGE	1
OTHER	3
OVERDOSE/INTOXICATED	0
PREGNACY	1
PSYCHIATRIC	0
RESPIRATORY	4
SEIZURE	0
SICK	0
STABBING	0
STROKE	0
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>7</u>
	28
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	1
<u>TOTAL RESPONSES:</u>	<u>43</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

Surplus Personal Property Report for Valdese Town Council
August 3, 2020
(February 1, 2020 – July 31, 2020)

<u>Date</u>	<u>Dept</u>	<u>Item(s)</u>	<u>Method of Disposal</u>	<u>Sold To</u>	<u>Selling Price</u>
4/10/2020	Public Works	1978 Ford Tractor Serial # C370412	Sold on GovDeals	Terry Black	\$2600
4/10/2020	Public Works	2001 Ford F-150 XL V8 VIN# 3FTRF17W21MA15121	Sold on GovDeals	Dennis Abernathy	\$1532.27
4/10/2020	Public Works	John Deere F735	Sold on Govdeals	Bradley Warren	\$1875.00
4/2020	Public Works	Used Neptune Meters 400 Meters	Agreed Price	Town of Rhodhiss	\$10,000
5/11/2020	Public Works	Batch 3 – Used Neptune Meters (Scrap) 680 Meters	Agreed Price	David Adams	\$1580.00
5/19/2020	Public Works	1995 Chevy 3500 VIN# 1GBGK24K7SE110490	Sold on GovDeals	Janet Nethers	\$4650.00

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JUNE 29, 2020**

The Town of Valdese Town Council met on Monday, June 29, 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 Roy F. Sweezy, and Councilman J. Andrew Thompson. 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:

FACE MASKS: CARLA BERRY, 204 COLOMBO ST. NW, VALDESE: Ms. Berry suggested that the Town provide face mask to citizens that cannot get masks. Ms. Berry also shared with Council that she is not speaking to the library and the budget but wants everyone to be careful about how it is addressed and how it is done. Ms. Berry does not want the Town to get stirred up.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JUNE 1, 2020

APPROVED AGREEMENT WITH WPCOG FOR 2020-2021 TECHNICAL PLANNING ASSISTANCE The agreement with WPCOG for Technical Planning Assistance in the amount of \$24,551.00, an increase of \$481 in cost from FY 19-20.

APPROVED AGREEMENT WITH WPCOG FOR PUBLIC UTILITY GIS MAINTENANCE SERVICES The agreement with WPCOG for GIS Maintenance for FY 2020-2022 to maintain the utility and cemetery GIS in the amount of \$8,802.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

FY 2020-2021 BUDGET PUBLIC HEARING & ORDINANCE ADOPTION: Mayor Black provided Public Hearing instructions to members of Council and those that wish to speak. Mayor Black opened the Public Hearing. Mayor Black asked Town Manager Seth Eckard if there had been any changes since the June 1st, 2020, Council meeting. Mr. Eckard said there were no changes, but the staff had conducted additional research on the Library donation and asked Finance Director Bo Weichel to provide Council with that information.

Here are Mr. Weichel's findings: "I reached out to Mr. Wilson to gain a better understanding of the library budget and usage. I asked him several questions with the goal of providing Council an analytical approach towards library funding.

I'd like to present the questions I asked along with the information gathered for each. The information sources is a mixed between Mr. Wilson, county Finance Director, and financial reports I looked at.

1. Upcoming proposed budget for each library branch.

What I found is that the County does not have a separate budget for each branch, other than a few specific categories. The majority of the proposed budget is lumped together for the library system as a whole.

Removing the outlier of capital projects last year, the upcoming budget for the whole library system has an overall increase of almost \$95,000. There are three factors that make up this increase:

- a. Morganton plans to contribute 30,000 toward their branch renovation
- b. The county is going to match that amount with another 30,000 for capital
- c. Library staff full time salary costs are increasing by 38,000

They made a few thousand in cuts to wind up at the 95,000 increase.

2. Breakdown of base salaries and title for positions staffed at the Valdese branch.

Was not provided salary information but I do have a listing of staff that service the Valdese branch.

- Full time: 2 library assistants and 2 Library Program Specialists
- Part time: 1 Library Page and 1 Library assistant

So there is a total of 4 full time and 2 part time staff dedicated to Valdese within the County budget.

3. Method of allocation or formula used for determining how revenues are distributed to each branch.

Response was they do not have an allocation formula for each branch.

4. A report or some form of documentation showing what specifically the Town's donation was spent on at the Valdese branch during the past year.

There is no way to be specific on what Valdese donation versus other revenues are spent on.

5. Any cost saving initiatives that may have been implemented in the last few years at any of the branches.

No response.

6. Explanation of the budget surplus of a couple hundred thousand shown in the County's audited financial statements for the prior two years.

They responded that the surplus was capital funds not used and subsequently carried over from the Valdese branch renovation. Since there is not any transparency between operating and capital budgets, there is no way of telling if all of this was surplus was 100% capital funds or a mix of both.

7. Explanation of where the Town's annual donation is recognized in the County budget.

All funds received by the municipalities are in the "Other Unrestricted Intergovernmental" revenue line which is proposed around \$700,000. So the town's contribution is included in that mix bag of revenue – available for any purpose the County sees fit. Not in a restricted category to be used only on the Valdese library.

8. Asked for a report showing data for Valdese library branch users.

The information provided shows that 1,077 current cardholders are citizens of Valdese.

Of this amount, 465 cardholders have been active within the past 6 months.

Over the past three years, 1,048 cardholders have checked out at least 1 item from the Valdese branch. Three years was used due to impacts from the virus this year and renovations last year possibly skewing the data.

What the report did not show was how many cardholders came to use a computer or attend programs."

Councilman Ogle asked Mr. Eckard if we have checked to see if the different counties around us pay towards their library. Mr. Eckard shared that in Caldwell County, none of the Municipalities give donations to the County Library System. Mr. Weichel said that the City of Conover gives to their County library.

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

WILL MUELLER, VALDESE: Mr. Mueller's comments were submitted online and were read by Deputy Town Clerk, Jessica Lail:

To: Mayor John F. Black; Town Manager Seth Eckard; Town Council Members J. Andrew Thompson, Susan Stevenson, Roy Sweezy, Frances Hildebran, Keith Ogle; Financial Officer Bo Weichel; Town Attorney Mitchell;

Dear Sirs and Ma'ams: It has come to the attention of those residents of Valdese for whom the Library is not just a "convenience", but a necessity for a town that would like to think of itself as forward-thinking and -acting, that funding for the Valdese Branch (which had already been reduced from \$50,000 to \$40,000 in last year's budget) is proposed to reduce further from \$40,000 to \$0 (that's Zero) in the budget for 2020-21.

Since 1982, when the Valdese Library became a branch of the Burke Co. Library System (and the Valdese Branch became co-owned by Valdese and Burke Co.), Valdese has contributed a share toward the financial support of its Library Branch. For some time now, that share has been \$50,000 per year (until last year, when it was reduced to \$40,000), approximately 1/6 (17%) of the yearly operating costs of our branch.

The concerned citizens of Valdese listed on the signed copies of our petition, ask each of you to search your hearts for the memory of a library, whether ours or some other, that helped you attain the education and knowledge that supported your rise to the position of responsibility that you hold today. Use that responsibility wisely, with compassion for those who seek knowledge and enlightenment, for they may wear your mantle of responsibility some day. We request that the Town Council and Manager re-visit the proposed budget with a sharpened pencil, find that \$50,000, and reinstate it as part of the budget beginning July 1, 2020.

Respectfully, Will Mueller

DEBBIE BRADLEY, VALDESE: Ms. Bradley shared some history with Council when she was the HR Director for the City of Morganton, and in 1985, there was discussion of the library going from non-profit to the county. Ms. Bradley has heard people say that Burke County should be solely responsible for the library and have been doing it for 35 years. She shared memories as a child using the library. Ms. Bradley still uses the library today and enjoys checking out books. Ms. Bradley feels it is an important resource. Ms. Bradley asked Council to consider putting in at least \$40,000.

KAY DRAUGHN, VALDESE: Ms. Draughn asked the Council to reinstate the library funding and provided a petition with 159 signatures of people who also wanted the library reinstated. Ms. Draughn feels that it is a valuable resource for the whole community and the County.

JEAN COLE, VALDESE: Ms. Cole shared with Council that she wanted to give a balanced public opinion on the library funding. Ms. Cole feels that as a Valdese citizen, she is double taxed in paying taxes for Valdese and Burke County toward the Library. Ms. Cole feels we need to revisit what taxes go where. Ms. Cole feels in the future, we should give the library money if we have it, but we need to wait and see.

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

Mayor Black informed Council that the FY 2020-2021 Fee Schedule, FY 2020-2021 General Fund Capital Improvement Plan, and FY 2020-2021 Utility Capital Improvements Plan need to be approved prior to the adoption of the Fiscal Year 2020-2021 Budget Ordinance.

Councilwoman Stevenson made a motion to adopt the **FY 2020-2021 Fee Schedule** as presented, seconded by Councilman Ogle. The vote was unanimous.

Councilwoman Hildebran made a motion to adopt the **FY 2020-2021 General Fund Capital Improvement Plan**, seconded by Councilman Sweezy. The vote was unanimous.

Councilman Sweezy made a motion to adopt the **FY 2020-2021 Utility Capital Improvements Plan**, seconded by Councilman Ogle. The vote was unanimous.

Councilman Sweezy feels that there are available funds to fund the Library for \$40,000 and possibly fund the Facade Grant Program that was cut out completely.

Councilman Sweezy made a motion to transfer available funds that have been made available due to circumstances to fund the Library at \$40,000 and any remainder to the Façade Grant Program, seconded by Councilwoman Hildebran.

Councilwoman Stevenson feels that we need to investigate where our funds are going at the Library. Councilwoman Stevenson says we had to cut essential equipment to the Fire Department, and the

employees are not getting a COLA this year. Councilwoman Stevenson feels we may need the money not spent on canceling Friday night activities in the future. Councilwoman Stevenson does want to fund the Library but feels it's too early to tie up funds. Councilwoman Hildebran feels that this has been a line item discussed for several years. Councilwoman Hildebran recommends that the Town's Manager, Finance Director, Manager of the County, and the Library Director meet to see if we can reach an agreement based on population and possibly come up with specific usage for the money. Councilman Thompson has received many phone calls and emails from citizens who want the Library funded but no calls from anyone who did not want to see the library funded. Town Manager Seth Eckard has already reached out to the Library Director to schedule a meeting to start a discussion on an agreement. Councilwoman Hildebran has received numerous phone calls, email, and text messages from citizens that want the Library funded and supports it. Mr. Eckard recommends if Council wants to fund the Library to use some of the savings that we will have from canceling the remainder of the Friday Night Concert Series for 2020. Also, money for Christmas light replacement or new ideas, and miscellaneous funds that included some money going to the Board of Elections. Mayor Black asked Finance Director where we were with our revenues currently. Mr. Weichel says we have not closed out the fourth quarter yet, but we are looking at around \$109,000 short on revenues that we should have received in the fourth quarter. \$50,000 from recreation, \$15,000 for recycling/trash, and \$40,000 from state shared revenues.

Mayor Black expressed to Council his concern with our employees not getting a COLA and feels that if they are going to fund the library, they need to find the dollars to provide the employees with a COLA. Mayor Black stated that we have always said our employees are the most valuable asset to the Town.

Councilwoman Stevenson feels that we are spending before we have it, and we need to wait to see what happens.

Mayor Black revisited the motion that was on the table before discussion: Councilman Sweezy made a motion to transfer available funds that have been made available due to circumstances to fund the library at \$40,000 and any remainder to the Façade Grant program, seconded by Councilwoman Hildebran. The vote was as follows: Hildebran-aye, Sweezy-aye, Thompson-aye, Ogle-nay, and Stevenson-nay.

TOWN OF VALDESE BUDGET ORDINANCE FISCAL YEAR 2020-2021

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, THAT:

Section 1: The following amounts are hereby appropriated to the fund set forth for the operation of the town government and its activities for the fiscal year beginning July 1, 2020, and ending June 30, 2021, in accordance with the chart of accounts heretofore established for this town:

GENERAL FUND - OPERATIONS	\$	5,702,543
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Governing Body	\$	67,971
Administration		1,001,572
Public Works		285,090
Maintenance & Grounds		260,513
Planning		121,284
Police		1,031,661
Fire		907,336
Street		360,498
Powell Bill		19,500
Sanitation		301,430
Recreation		832,030
Tourism/Community Affairs		513,658

GENERAL FUND - CAPITAL OUTLAY	\$	636,500
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Governing Body	\$	-
Administration		49,500
Public Works		-
Maintenance & Grounds		-
Planning		-
Police		41,000
Fire		45,000
Street		325,000
Powell Bill		125,000
Sanitation		-
Recreation		20,000
Tourism/Community Affairs		31,000

WATER SEWER FUND - OPERATIONS	\$	4,908,381
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Water	\$	1,956,317
Wastewater		1,858,506
Water & Sewer Construction		1,093,558

WATER SEWER FUND - CAPITAL OUTLAY	\$	130,600
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Water	\$	45,000
Wastewater		45,000
Water & Sewer Construction		40,600

TOTAL BUDGET	\$	11,378,024
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Section 2: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2020 as follows:

GENERAL FUND	\$	6,339,043
UTILITY FUND		5,038,981

TOTAL REVENUES	\$	11,378,024
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Section 3: There is hereby levied an ad valorem tax at the rate of fifty-four and one half cents (\$0.545) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2020, for the purpose of raising a portion of the revenue listed in the General Fund appropriation in Section II of this ordinance.

This rate, based upon an estimated total valuation of \$387,557,794 will generate a levy of \$2,047,557 with an estimated collection rate of 96.94%.

Section 4: As set forth in the Utility Fund Debt Service Section of the FY 2020-2021 budget document, the amount of \$386,674 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

Section 5: As set forth in the General Fund Debt Service Section of the FY 2020-2021 budget document, the amount of \$260,244 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

Section 6: The operating funds encumbered on the financial records of June 30, 2020 are hereby reappropriated into this budget.

Section 7: The corresponding "Fiscal Year 2020-2021 Rate and Fee Schedule" is approved with the adoption of this Annual Budget Ordinance.

Section 8: The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. He may transfer amounts between line-item expenditures within a department without limitation and without a report being required.
- b. He may transfer amounts of \$10,000 between departments of the same fund with an official report on such transfer at the next regular meeting of the Town Council.
- c. He may not transfer any amounts between funds or from any contingency appropriation within any fund without approval of the Town Council.

Section 9: The Budget Officer is hereby authorized to execute agreements, within funds included in the Budget Ordinance or other actions by the Governing Body, for the following purposes:

- a. Form grant agreements to public and non-profit organizations
- b. Leases of routine business equipment
- c. Consultant, professional, or maintenance service agreements
- d. Purchase of supplies, materials, or equipment where formal bids are not required by law
- e. Applications for and agreements for acceptance of grant funds from federal, state, public, and non-profit organizations, and other funds from other governmental units, for services to be rendered which have been previously approved by the Governing Body
- f. Construction or repair projects
- g. Liability, health, life, disability, casualty, property, or other insurance or performance bonds
- h. Other administrative contracts which include agreements adopted in accordance with the directives of the Governing Body.

Section 10: Copies of this budget ordinance and accompanying documents shall be furnished to the finance office, budget officer, and other department heads of the Town of Valdese to be kept on file by them for their direction in the disbursement of funds.

This ordinance is adopted on this the 29th day of June, 2020.

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

Attest: /s/ Town Clerk

Councilwoman Hildebran made a motion to adopt the **FY 2020-2021 Budget Ordinance**, seconded by Councilman Thompson. The vote to adopt was as follows: Hildebran-aye, Sweezy-aye, Thompson-aye, Ogle-nay, and Stevenson-nay.

APPROVED RESOLUTION FOR SUPPORT OF APPLICATION TO THE 2021 RECREATIONAL TRAILS PROGRAM

Resolution in Support of Application to the 2021 Recreational Trails Program – Valdese Lakeside Park Mountain Bike Trail System

WHEREAS the Division of Parks and Recreation, the North Carolina Trails Program and the North Carolina Trails Committee value trail projects that are legal, safe, managed and provide connectivity, reasonable public access and parking; and

WHEREAS the North Carolina State Trails Program administered by the North Carolina Division of Parks and Recreation is tasked with distributing funds from the 2021 Recreational Trails Program (RTP); and

WHEREAS the North Carolina Trails Program and North Carolina Trails Committee invite applications for RTP grant funding for sustainable, shovel-ready projects that leverage local funds to meet recreational trail needs, in an effort to provide low infrastructure economic development opportunities through natural resource tourism; and

WHEREAS the Town of Valdese supports the Valdese Lakeside Park Mountain Bike Trails RTP Grant application to design and construct approximately five miles of intermediate natural surface mountain bike trails at Valdese Lakeside Park; and

WHEREAS in order to receive funds the Town of Valdese is required to provide a 25 percent match, or \$62,500 to the requested grant amount of \$250,000; and

WHEREAS the Town of Valdese will use the planning and engineering costs that were incurred as part of the 2019 PARTF project as its 25 percent match for a trailhead parking area and an approximately 4,000 linear foot crushed fines greenway that will support the mountain bike trail system; and

WHEREAS the project will be completed within a 3-year time frame.

NOW THEREFORE the Town of Valdese Council resolves to support the application to the 2021 Recreational Trails Program.

RESOLUTION was unanimously adopted.

This is 29th day of June, 2020.

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

ATTEST:

/s/ Town Clerk

Councilwoman Hildebran made a motion to approve the Resolution for Support of Application to the 2021 Recreational Trails Program, seconded by Councilman Sweezy. The vote was unanimous.

Mayor Black asked Parks & Recreation Director Doug Knight to explain the plan with the Pool Bubble. Mr. Knight shared that the pool will only be open to a certain number of people, including lap swimmers who have to schedule their swim. Mr. Knight has to limit the number of swimmers. Revenues are down, so not taking down the bubble will save on expenses. Mr. Knight shared there is no safe way to take the bubble down six feet distancing. There will also be savings with the amount of chemicals that will not have to be put in the pool due to no sun exposure. The cost to take down the bubble is around \$12,000 that would be saved. Councilman Ogle asked why the pool couldn't be open all day. Mr. Knight shared that we only have one full-time lifeguard, but he is the supervisor and has other important tasks to complete in a day.

AWARD OF BID – CHLORINE DISINFECTION CONVERSION RJ Mozeley, with McGill & Associates, presented a Resolution for a tentative award of bid for the Water Treatment Plant Disinfectant Conversion Project. Staff and McGill Associates, P.A., recommends awarding the bid to the lowest responsible bidder Gilbert Engineering Company in the amount of \$676,600.00. (Other bids: The Harper Corporation - \$726,000.00 and Carolina Grading and Utilities - \$1,440,175.00)

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of Valdese, North Carolina has received bids, pursuant to duly advertised notice therefore, for construction of the Water Treatment Plant Disinfectant Conversion (NCDWI Project H-SRP-D-18-0163), and

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

WHEREAS, Gilbert Engineering Company, Inc. was the lowest responsive, responsible bidder for the Water Treatment Plant Disinfectant Conversion (NCDWI Project H-SRP-D-18-0163), in the total bid amount of \$676,600.00, and

WHEREAS, the consulting Engineer recommends **TENTATIVE AWARD** to the lowest responsive, responsible bidder.

NOW, THERE FORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder(s) in the Total Bid Amount of \$676,600.00.

Name of Contractor	Amount
1. <u>Gilbert Engineering Company</u>	<u>\$676,600.00</u>
2. <u>The Harper Corporation</u>	<u>\$726,000.00</u>
3. <u>Carolina Grading and Utilities</u>	<u>\$1,440,175.00</u>

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Division of Water Infrastructure (Funding Agency) and upon additional funds offered from the Funding Agency to cover all project costs.

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

This is 29th day of June 2020.

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

ATTEST:

/s/ Town Clerk

Mayor Black asked if the bid \$676,600.00 was close to the number that we had plugged into our CIP. Mr. Mozeley explained that it is an increase of \$225,000.00. It is now \$883,000.00 for the total project. The original construction bid was anticipated to be around the \$500,000.00 mark, but it came back at the higher level. \$164,575.00 was the original state principle forgiveness amount. The CIP will be adjusted next year to account for the increase. Mr. Mozeley stated that the equipment bids we received were more than what had been developed in the original estimates.

Councilman Ogle made a motion to award the tentative bid to Gilbert Engineering Company, in the amount of \$676,600.00, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Town Offices will be closed on Friday, July 3rd, 2020, in observance of Independence Day.

We are very unfortunate we are going through the COVID-19 pandemic, and we hate that we cannot have our 4th of July celebration. We look forward to next year.

Please remember to complete your Census form. This will affect the Town's revenues for the next ten years.

MAYOR AND COUNCIL COMMENTS:

Councilwoman Hildebran shared that Mr. Daryl Johnson, who purchased the home at 909 Main St. from Mr. Deal, has passed away. This will put the house on hold until we find out who will own the property.

CLOSED SESSION Mayor Black called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. The motion was seconded by Councilwoman Hildebran and the vote was unanimous.

At 6:52 p.m., Councilman Sweezy made a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. The motion was seconded by Councilman Ogle. The vote was unanimous.

At 7:03 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilwoman Stevenson. The vote was unanimous.

TOWN MANAGER'S CONTRACT ADJUSTMENT Councilwoman Stevenson made a motion that if Council decided to terminate Mr. Eckard from his position, he would be paid six months of severance pay contingent upon his willingness to change his resignation notice from thirty days to ninety days, seconded by Councilwoman Hildebran. The vote was unanimous.

ADJOURNMENT: At 7:04 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, August 3, 2020, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

NORTH CAROLINA
BURKE COUNTY

INTERLOCAL AGREEMENT
CONCERNING CONSTRUCTION AND
OPERATION OF A WATER TANK
FOR THE BURKE BUSINESS PARK

THIS INTERLOCAL AGREEMENT is made and entered into this 21st day of July, 2020, by and between the COUNTY OF BURKE, a body politic and corporate and a political division of the State of North Carolina (hereafter, the "County"); and the CITY OF MORGANTON, a municipal corporation organized and existing under the laws of the State of North Carolina (hereafter, the "City"); and also the BURKE PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC., the TOWN OF VALDESE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, "Valdese"), the TOWN OF RUTHERFORD COLLEGE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, "Rutherford College"), and the TOWN OF DREXEL, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter, "Drexel"), join as additional parties to this Agreement;

WITNESSETH:

WHEREAS, Burke Partnership for Economic Development, Inc. (also doing business as Burke Development, Inc., and hereafter identified as "BDI") is a corporation organized and existing under statutory authority of the State of North Carolina, established for the purpose of encouraging and promoting industrial and commercial development within Burke County, and is jointly owned by the County of Burke, the City of Morganton, and the towns of Valdese, Drexel and Rutherford College; and

WHEREAS, with the full concurrence of all five (5) of the local government entities which jointly own and operate it, BDI acquired certain real property located off Sundown Road in Burke County, more fully described in deed recorded in Book 1465 at page 320 in the Burke County Registry, upon which has been established the Burke Business Park, a local business park intended for division into parcels for the purpose of locating new industries in the County ("BBP"); and

WHEREAS, an Interlocal Economic Development and Project Financing Agreement, dated May 1, 2005, (the "BBP Agreement") was entered by and among the County, the City, the Towns of Valdese, Drexel and Rutherford College, and BDI, providing in detail for the procedures and regulations governing the future and development of the Business Park, the assignment of responsibilities for the operation of the Business Park, and the distribution of proceeds from the sale of any properties within the Business Park; and

WHEREAS, the City operates a public water system that serves certain geographical areas outside the City limits, including the area of the Business Park; and

WHEREAS, BDI, the County and the City determined that in order to provide and assure adequate fire protection for any industrial development within the Business Park, it would be necessary to construct and maintain a new elevated water storage tank for fire suppression services only, together with appropriate supporting infrastructure (hereafter, "the Project"); and

WHEREAS, with the assistance of BDI, a funding source from the State of North Carolina for the water tank project was identified, and the County applied for and received a grant in the amount of \$1,929,750 to provide such funding; and

WHEREAS, as part of the Project, the City has agreed to engage West Consultants, PLLC, ("West"), and to pay for the design services and contract administration of the Project by West, with West working under the auspices of the County, for the development and erection of the Project; and

WHEREAS, the property on which the Project is to be located is part of the Business Park which is owned in fee simple by BDI, but the City has requested that upon completion of the Project, the tract upon which the Project is located should be transferred to and owned by the City for so long as the Project remains upon said property; and

WHEREAS, the County and the City recognize and acknowledge the need for an Interlocal Agreement, as provided under Article 20 of Chapter 160A of the General Statutes of North Carolina, to spell out the terms and conditions for the administration of a the grant to fund the Project, to provide for ownership of the tank and a small tract of real property on which it will sit, and to set forth the arrangements for the operation and maintenance of the water tank and associated infrastructure; and

WHEREAS, BDI joins in this Agreement to acknowledge and agree to its terms, and to expressly agree to be bound by the terms hereof; and

WHEREAS, Valdese, Rutherford College, and Drexel join in this Agreement in order to consent to certain of its terms (specifically, Sections 8 and 11);

NOW, THEREFORE, it is agreed as follows:

1. Grant Receipt. The County has received a grant from the North Carolina Department of Commerce in the amount of \$1,929,750, for the design and construction of an elevated water tank of 500,000 gallons capacity, together with associated infrastructure, to be located on the premises of the Burke Business Park (the "Grant"). The County is the named recipient of the Grant.
2. Advertisement for and Award of Bids. The City and West, have advertised for bids for the construction of the elevated water tank and associated

infrastructure, and have presented to the County bids therefor of the lowest responsible, responsive bidder. In advertising and awarding such bid, the City and West, have made clear that the Project belongs to the County, and is to be funded primarily by a grant obtained by the County, and that the Project is to be constructed on real property currently owned by BDI. The County shall present the bids for acceptance to the Board of Commissioners, and, upon acceptance, negotiate and execute any contract or construction agreement with the successful bidder.

3. Location. The Project shall be entirely located on the BBP property, except that a booster pump station and generator shall be located upon the City's Hennessee Street property and existing piping will connect the Hennessee Street water tank to the BBP Project. The City hereby consents to such location upon its property, and authorizes access by all appropriate parties to its property for such construction and installation.
4. Conveyance of Property. Immediately upon completion of the Project, BDI shall convey to the City the tract of approximately one and one-half (1½) acres upon which the elevated water tank has been erected, subject to the County and the other local government owners of BDI all consenting in writing to such conveyance. The deed shall convey title as fee simple determinable, subject to defeasance if said property ceases to be used as the location of the Water Tank.
5. Operation and Maintenance of Water Tank. The City shall be solely responsible for operating, repairing and maintaining the new elevated water tank, and all infrastructure associated therewith, at the Project site or elsewhere, at the City's sole expense. Included herein is the responsibility to keep the tank and all infrastructure painted and in good appearance, but this does not include the placement or replacement of any marketing messages upon the tank. The removal and/or replacement of the tank and other infrastructure when appropriate shall be the sole responsibility of the City, at the City's sole expense. The City shall be solely responsible for providing all water service to any industry or other structure located within the Business Park.
6. Contract Responsibility. The County, along with the City through its contracts with West, shall be fully responsible for the management of the contract or contracts necessary for design and construction of the Project.

7. No Further Contribution. Nothing herein shall bind either the County or the City to pledge any non-grant funds not specifically referred to in this Agreement towards completion of the Project.
8. Funds Generated From the Project. The parties agree that income may be generated from the Water Tank by leasing space on the tank for third-party placement of antennas, or from similar placements upon the tank. Any such income so generated, shall be considered and used to reimburse the Governmental Partners for payments advanced for the Project in the same way and in the same ratio as BPED unrestricted funds, proceeds from the sale of Burke Business Park lots, and ad valorem property taxes are pledged to be used for reimbursement pursuant to the Amendment to Interlocal Development Agreement for Burke Business Park dated November 22, 2019 (the "BBP Amendment"). Upon reimbursement in full of the participating Governmental Partners, funds so generated shall be placed in the Common Fund for such uses as provided in the BBP Agreement.

Any funds generated from the sale or rental of the tank, or from scrapping the tank or other components, shall likewise be used to reimburse the participating Governmental Partners. Upon reimbursement in full of the participating Governmental Partners, funds so generated shall be placed in the Common Fund for such uses as provided in the BBP Agreement.

9. Rights and Obligations of the County. In addition to the foregoing, the County:
- (a) Agrees to continue to serve as applicant and owner for this Grant and any other grants for the Project;
 - (b) Agrees to receive and accept all Grant funds as set forth above and to apply the same to the completion of the Project as required under the terms of the Grant;
 - (c) Agrees to provide its share of any local matching funds required by the terms of the Grant received in connection with the Project;
 - (d) Agrees that the City shall become the owner of the real property on which the Project is constructed, including the 500,000 gallon elevated water storage tank and associated infrastructure, upon completion of the Project, and with the written consent of the other local government owners of BDI, as evidenced by their execution of this Agreement. Title shall be as a fee simple determinable, subject to defeasance if said property ceases to be used as the location of the Water Tank.
10. Rights and Obligations of the City. In addition to the foregoing, the City:

- (a) Agrees to perform all its responsibilities under the West agreements; and to make the County a party to the West agreements, or assign to the County such rights thereunder as the County may request, to complete the Project;
- (b) Agrees, upon completion of the Project, to accept transfer of ownership of the Project, including the elevated water tank and all necessary and related infrastructure;
- (c) Agrees, upon completion of the Project, to be responsible for all operation, repairs and maintenance and costs associated therewith of the elevated water tank and associated infrastructure (except for the placement or replacement of any marketing messages upon the water tank), and for removal and/or replacement of the tank and other infrastructure when appropriate; to maintain the elevated water tank and associated infrastructure in proper working order and good repair so that fire protection and water service for the Burke Business Park is always available; to maintain insurance upon the elevated water tank and associated infrastructure to its full insurable value, with BDI being named as an additional insured; and
- (d) Agrees to provide its share of any local matching funding required by the terms of the Grant received in connection with the Project, which "match" may be in the form of the value of any services provided by City employees or agents, and at least \$75,000 of which shall be its payment to West Consultants, PLLC, for design work and contract management; and
- (e) Agrees to collaborate and cooperate with the County in all matters pertaining to the County's Grant set forth above, on all matters pertaining to the Project prior to completion of the same and for the close out of any above-referenced grant and subsequent transfer of ownership to the City; and to keep the County and BDI fully informed of all income sources and revenues set forth in Section 8, above; and to promptly turn over to BDI all such funds for distribution as provided in Section 8 and the BBP Amendment; and

11. Rights and Obligations of BDI. In addition to the foregoing, BDI:

- (a) Agrees, immediately upon completion of the Project and receipt of the written consent of the other local government owners of BDI, to convey to the City, by warranty deed, title in fee simple determinable to a tract of approximately one and one-half (1½) acres of real property, upon

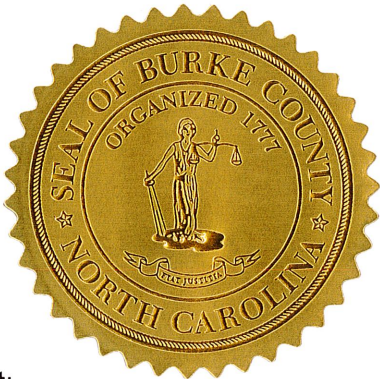
which the elevated water tank is located. The exact dimensions of the tract to be conveyed, which shall be sufficient in size to fully accommodate the tank and any associated ground structures, shall be established by survey and incorporated into the deed description.

(b) Agrees to collaborate and cooperate with the County and the City in all matters pertaining to the obligations of the County or the City set forth above, on all matters pertaining to the Project prior to and after completion of the same, and for the close-out of the above-referenced grant and subsequent transfer of ownership to the City.

12. Scope of Project. The parties covenant and agree that the City shall not effect, cause or permit any change in the scope or design of the Project as may be set forth in the Grant application or Grant, unless such change shall receive the County's prior written approval.
13. Compliance with Legal Requirements. Each party shall, in connection with its respective obligations set forth above, comply with all such laws, rules, regulation and ordinances as may have been prescribed by any governing authority with respect to the subject matter of this Interlocal Agreement.
14. Term. The term of this Interlocal Agreement, and the right and obligations of the parties hereunder, shall commence with the effective date hereof and shall terminate within 24 months, or upon completion of the project and close out of the Grant applied for and awarded in connection therewith, whichever sooner occurs. The City's obligations under Sections 4, 5, 8 and 10 shall by necessity survive the term of this Interlocal Agreement and shall be ongoing.
15. Survival. If any provision herein contained, which by its nature and effect is required to be observed, kept or performed after the expiration or termination of this Agreement, it shall survive the expiration or termination and shall remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
16. Effective Date. This Interlocal Agreement, in order to become effective, shall require the approval of the governing bodies of the County, the City, Valdese, Rutherford College, Drexel and BDI, and shall become effective as of the date all such approvals are completed.

17. Assignment. Neither party shall, without the prior written consent of the other party, assign or transfer any portion, interest or obligation of this Interlocal Agreement to any other party.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their authorized representatives and sealed by their authorized officers, and by the authority duly given, the day and year first above written.



COUNTY OF BURKE

By: Johnnie W. Carswell
Johnnie W. Carswell, Chairman
Burke County Board of Commissioners

Attest:

Kay Honeycutt Draughn
Kay Honeycutt Draughn, Clerk

CITY OF MORGANTON

By: _____
Ronnie Thompson, Mayor

Attest:

Sally W. Sandy, Clerk

BURKE PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC.

By: _____

Title: _____

(Signatures continued on following page)

TOWN OF VALDESE
(as to Items 8 and 11 only)

By: _____
Mayor

Attest:

Clerk

TOWN OF RUTHERFORD COLLEGE
(as to Items 8 and 11 only)

By: _____
Mayor

Attest:

Clerk

TOWN OF DREXEL
(as to Items 8 and 11 only)

By: _____
Mayor

Attest:

Clerk

(Signatures continued on following page)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Scott Cook, Deputy Finance Director
County Finance Director

City Finance Director

COUNCIL AGENDA MEMO

To: Town Clerk
From: Bo D. Weichel, Finance Director
Date: August 3, 2020
Re: FY 20-21 Paving projects

REQUEST

To award the resurfacing contract with Midstate Contractors, Inc.

BACKGROUND

The last large resurfacing project in Valdese took place in 2016. With the adoption of the General Fund 10-year CIP and the current year budget, funds are appropriated for another cycle of street resurfacing.

The Town adopted a total budget of \$450,000 for resurfacing streets according to the following schedule, reserving from future years' revenue rather than loan payments to a lender.

		Ad Valorem tax	Powell Bill funds	Total
Current	FY 20-21	25,000	125,000	150,000
	FY 21-22	25,000	125,000	150,000
	FY 22-23	25,000	125,000	150,000
				\$450,000

Based on the most recent street condition analysis conducted by West Consultant engineers and in conjunction with the Street Committee, bidders were asked to provide a base bid for Springwood Dr NE & Oakland Ct NE. In addition, alternate bids were requested for Laurel St SE, Ervin Ave NE, Magnolia Ave NE, and Becker Ave NE.

ANALYSIS

The Town received seven bids with the lowest responsible, responsive bidder being Midstate Contractors Inc. as shown on the attached bid tabulation form. In summary, the quoted price for each street are as follows:

Base Bid	Springwood Dr NE & Oakland Ct NE	303,003.50
Alternate Bid A	Laural Street SE	65,406.00
Alternate Bid B	Ervin Avenue NE	85,255.00
Alternate Bid C	Magnolia Avenue NE	51,702.50
Alternate Bid D	Becker Avenue NE	43,716.00
Total Bid Amount		\$549,083.00

RECOMMENDATION

Staff recommends for Council to award the contract to Midstate Contractors Inc. for the following streets:

Base Bid	Springwood Dr NE & Oakland Ct NE	303,003.50
Alternate Bid B	Ervin Avenue NE	85,255.00
Alternate Bid D	Becker Avenue NE	43,716.00
Total Contract Amount		\$431,974.50

These streets are recommended for several reasons: budget, deteriorating street condition, and a mix of residential and commercial street use.

The remaining amount of the \$450,000 budget will be used to pay for engineering/inspection fees and a small amount of contingency for any unforeseen subgrade issues.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

☐

No

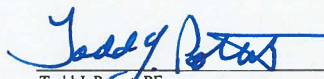
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Town of Valdese
2021 Street Improvements Project
Burke County, North Carolina

Bid Tabulation

Line			Midstate		JT Russell &		JLS Company,		Carolina Paving of
Item	Description	Quantity Unit	Contractors, Inc.	Maymead, Inc.	Sons, Inc.	Tri-County Paving	LLC	Evans Construction	Hickory, Inc
			Hickory, NC	Mountain City, TN	Conover, NC	West Jefferson, NC	Skyland, NC	Connelly Springs, NC	Hickory, NC
Base Bid - Springwood Drive NE & Oakland Court NE									
1.	Milling/Removal of Ex. Asphalt	1 LS	\$37,368.50	\$25,000.00	\$34,230.00	\$34,479.00	\$38,000.00	\$40,014.00	\$30,000.00
2.	Minor Grading/Undercutting	950 CY	\$20.50	\$20.00	\$33.75	\$10.00	\$15.30	\$20.00	\$15.00
3.	ABC Stone for Undercut	1,600 TN	\$30.00	\$36.00	\$32.65	\$30.00	\$30.50	\$35.00	\$28.00
4.	3" S9.5C Asphalt	2,630 TN	\$72.00	\$73.41	\$81.25	\$99.90	\$105.00	\$100.80	\$115.00
5.	Bonds and Mobilization (Max. 3%)	1 LS	\$8,800.00	\$8,840.05	\$5,000.00	\$10,641.48	\$11,324.55	\$11,400.00	\$7,500.00
Total Base Bid			\$303,003.50	\$303,508.35	\$337,220.00	\$365,357.48	\$388,809.55	\$391,518.00	\$399,000.00
Total as Shown on Bid Form			\$300,003.50						
Alternate Bid A - Laurel Street SE									
A1.	Milling/Removal of Ex. Asphalt	1 LS	\$9,456.00	\$10,000.00	\$10,000.00	\$9,780.00	\$13,278.00	\$13,008.00	\$7,500.00
A2.	3" S9.5C Asphalt	620 TN	\$75.00	\$76.91	\$84.75	\$99.90	\$105.00	\$101.00	\$115.00
A3.	Striping	1 LS	\$1,650.00	\$3,000.00	\$600.00	\$2,500.00	\$625.00	\$350.00	\$2,500.00
A4.	Traffic Loop	1 LS	\$5,900.00	\$1,500.00	\$5,000.00	\$3,500.00	\$2,100.00	\$2,500.00	\$3,500.00
A5.	Bonds and Mobilization (Max. 3%)	1 LS	\$1,900.00	\$1,865.53	\$2,000.00	\$2,331.54	\$2,433.09	\$2,350.00	\$1,800.00
Total Alternate Bid A			\$65,406.00	\$64,049.73	\$70,145.00	\$80,049.54	\$83,536.09	\$80,828.00	\$86,600.00
Alternate Bid B - Ervin Avenue NE									
B1.	Milling/Removal of Ex. Asphalt	1 LS	\$10,220.00	\$10,000.00	\$7,350.00	\$6,054.00	\$10,375.00	\$7,350.00	\$15,000.00
B2.	Minor Grading/Undercutting	140 CY	\$22.50	\$20.00	\$41.50	\$10.00	\$15.30	\$20.00	\$100.00
B3.	ABC Stone for Undercut	325 TN	\$33.00	\$40.00	\$37.00	\$30.00	\$30.50	\$35.00	\$30.00
B4.	3" S9.5C Asphalt	500 TN	\$75.00	\$76.91	\$87.00	\$99.90	\$105.00	\$104.50	\$115.00
B5.	Grading/Clearing/Raise Utilities for Exte	1 LS	\$6,000.00	\$5,000.00	\$40,000.00	\$5,000.00	\$9,200.00	\$4,000.00	\$10,000.00
B6.	ABC Stone for Extension	400 TN	\$32.00	\$50.00	\$40.00	\$30.00	\$30.50	\$30.00	\$30.00
B7.	Remove 12" CMP & Reinstall new 15" F	1 LS	\$2,380.00	\$3,000.00	\$6,000.00	\$1,200.00	\$3,200.00	\$2,000.00	\$2,000.00
B8.	Bonds and Mobilization (Max. 3%)	1 LS	\$2,480.00	\$2,767.65	\$3,900.00	\$2,560.62	\$2,985.89	\$2,750.00	\$2,400.00
Total Alternate Bid B			\$85,255.00	\$95,022.65	\$134,585.00	\$87,914.62	\$102,515.39	\$94,525.00	\$122,650.00
Alternate Bid C - Magnolia Avenue NE									
C1.	Milling/Removal of Ex. Asphalt	1 LS	\$8,040.00	\$10,000.00	\$8,200.00	\$6,234.00	\$7,802.00	\$6,580.00	\$5,000.00
C2.	Minor Grading/Undercutting	175 CY	\$22.00	\$20.00	\$33.75	\$10.00	\$15.30	\$20.00	\$10.00
C3.	ABC Stone for Undercut	250 TN	\$33.25	\$40.00	\$36.00	\$30.00	\$30.50	\$35.00	\$30.00
C4.	3" S9.5C Asphalt	400 TN	\$75.00	\$76.91	\$89.00	\$99.90	\$105.00	\$108.63	\$115.00
C5.	Bonds and Mobilization (Max. 3%)	1 LS	\$1,500.00	\$1,627.92	\$1,760.00	\$1,663.32	\$1,803.14	\$1,850.00	\$1,200.00
Total Alternate Bid C			\$51,702.50	\$55,891.92	\$60,466.25	\$57,107.32	\$61,907.64	\$64,132.00	\$61,450.00
Alternate Bid D - Becker Avenue NE									
D1.	Milling/Removal of Ex. Asphalt	1 LS	\$7,386.00	\$10,000.00	\$6,850.00	\$5,781.00	\$7,196.00	\$6,062.00	\$5,000.00
D2.	Minor Grading/Undercutting	120 CY	\$23.00	\$20.00	\$36.50	\$10.00	\$15.30	\$20.00	\$10.00
D3.	ABC Stone for Undercut	200 TN	\$34.00	\$40.00	\$38.25	\$30.00	\$30.50	\$35.00	\$30.00
D4.	3" S9.5C Asphalt Resurfacing	340 TN	\$75.00	\$76.91	\$94.00	\$99.90	\$105.00	\$105.10	\$115.00
D5.	Bonds and Mobilization (Max. 3%)	1 LS	\$1,270.00	\$1,396.48	\$1,525.00	\$1,408.41	\$1,524.96	\$1,535.00	\$1,000.00
Total Alternate Bid D			\$43,716.00	\$47,945.88	\$52,365.00	\$48,355.41	\$52,356.96	\$52,731.00	\$52,300.00
Total as Shown on Bid Form				\$39,945.88					
Total Base Bid			\$549,083.00	\$566,418.53	\$654,781.25	\$638,784.37	\$689,125.63	\$683,734.00	\$722,000.00

I, Todd J. Poteet, PE, do hereby certify that this is a true and correct canvass of bids received by the Town of Valdese for the Town of Valdese 2021 Street Improvements Project on Thursday, June 18, 2020 at 2:00 PM.

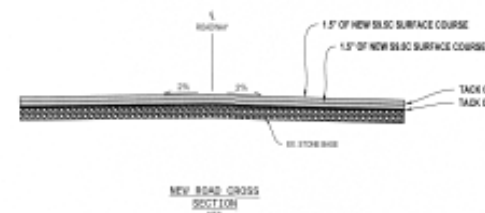

 Todd J. Poteet, PE



2021 STREET PAVING TOWN OF VALDESE VALDESE, NORTH CAROLINA



PROJECT VICINITY MAP



PAVING AND WORK RESTRICTIONS:

1. NO WORK WILL BE PERMITTED ON HOLIDAYS, WEEKENDS OR AFTER 5 PM ON WEEKDAYS.
2. AIR TEMPERATURE FOR THE SURFACE COURSE SHALL BE AT LEAST 40 DEGREES. EXCEPTION: BETWEEN NOVEMBER 1 AND APRIL 1 THE AIR TEMPERATURE SHALL BE AT LEAST 50 DEGREES.

GENERAL NOTES:

1. ASPHALT PAVEMENT SHALL BE IN C.D.O.T. SUPERPAVE 99.5G. THE ASPHALT CONCRETE SHALL BE SUPPLIED BY A QMS CERTIFIED SUPPLIER.
2. BEFORE PAVING, THE STREET MUST BE PROOF ROLLED WITH AN INSPECTOR PRESENT. ANY UNSUITABLE AREAS MUST BE REPAIRED WITH ABC STONE TO PASS ANOTHER PROOF ROLL TEST.
3. WEIGH TICKETS SHALL BE TURNED IN TO THE PROJECT INSPECTOR AT THE TIME OF DELIVERY OR SUBMITTED WITH THE CONTRACTOR'S APPLICATION FOR PAYMENT. EACH TICKET SHALL BE MARKED WITH THE LOCATION OF WHICH THE MATERIAL HAS BEEN PLACED (STREET NAME).
4. THE PLAN VIEW DRAWINGS OF THE STREETS WERE CREATED FROM GIS MAPPING AND BANGERY AND SHOULD NOT BE CONSIDERED AN EXACT REPRESENTATION OF WHAT MAY BE ENCOUNTERED ON SITE.
5. IF UNSUITABLE SOILS ARE ENCOUNTERED, THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING, HAULING, AND COMPACTING SUITABLE SOIL MATERIAL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. NOT ALL UTILITIES HAVE BEEN SHOWN AND ANY UTILITIES SHOWN HAVE NOT BEEN FIELD VERIFIED. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO STARTING WORK AND AFTER THE WORK HAS BEGUN.
7. THE CONTRACTOR SHALL ADJUST ALL UTILITY CASTINGS TO THE FINAL GRADE WITH STEEL GRADE RINGS OR BRICK AND MORTAR, IF NEEDED.
8. VEGETATION CLEARING SHALL CONSIST OF THE REMOVAL AND DISPOSAL OF ALL LIMBS, SHRUBS, BUSHES, UNDERGROWTH, AND TREES WITHIN 10 FEET OF THE EXISTING EDGE OF PAVEMENT UP TO A HEIGHT OF 15 FEET.

435 South Reeling Street
Wilmington, NC 28403
(919) 333-9901
Fax (919) 333-9902
NC License No. P-8810
www.west-consultants.com



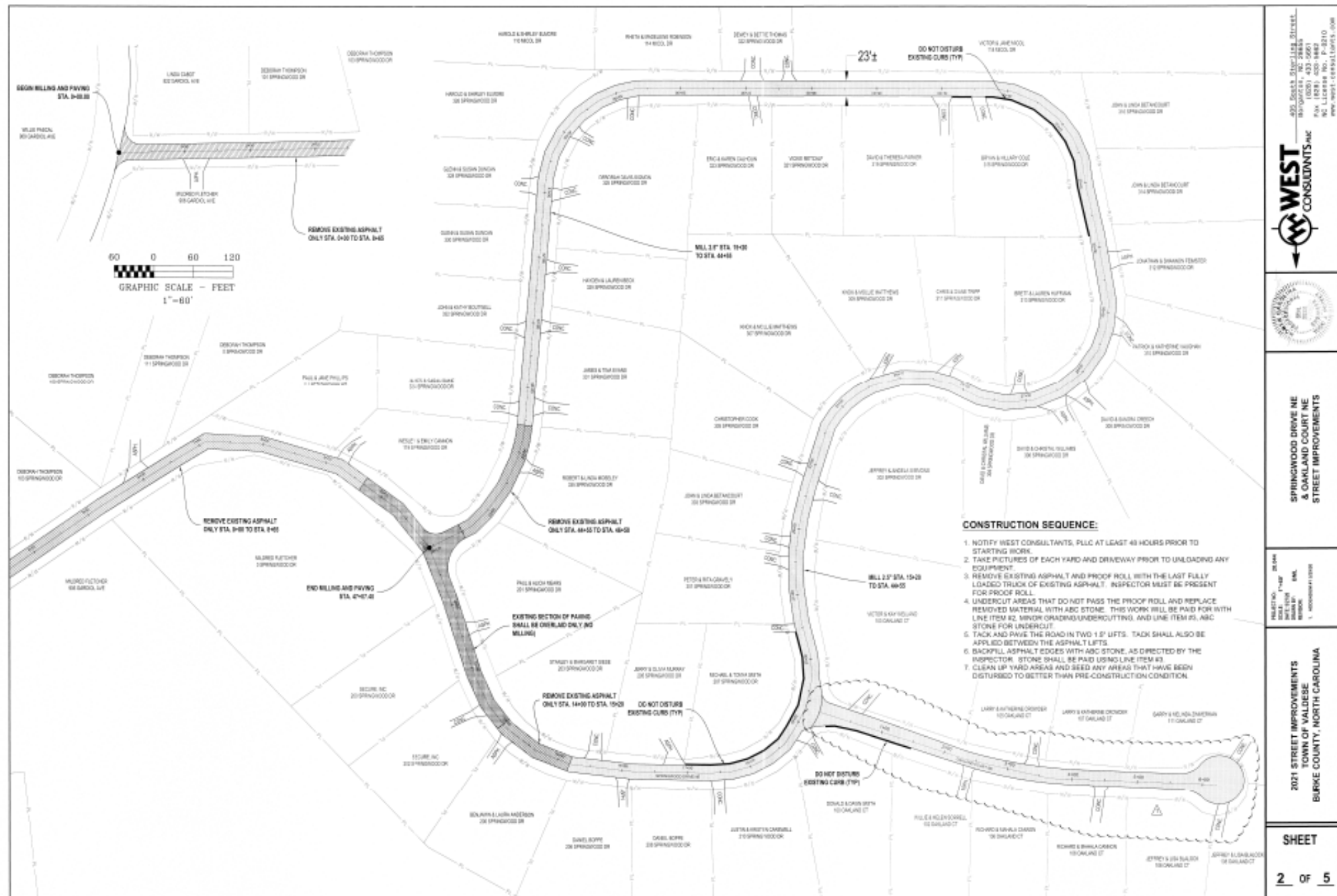
TITLE

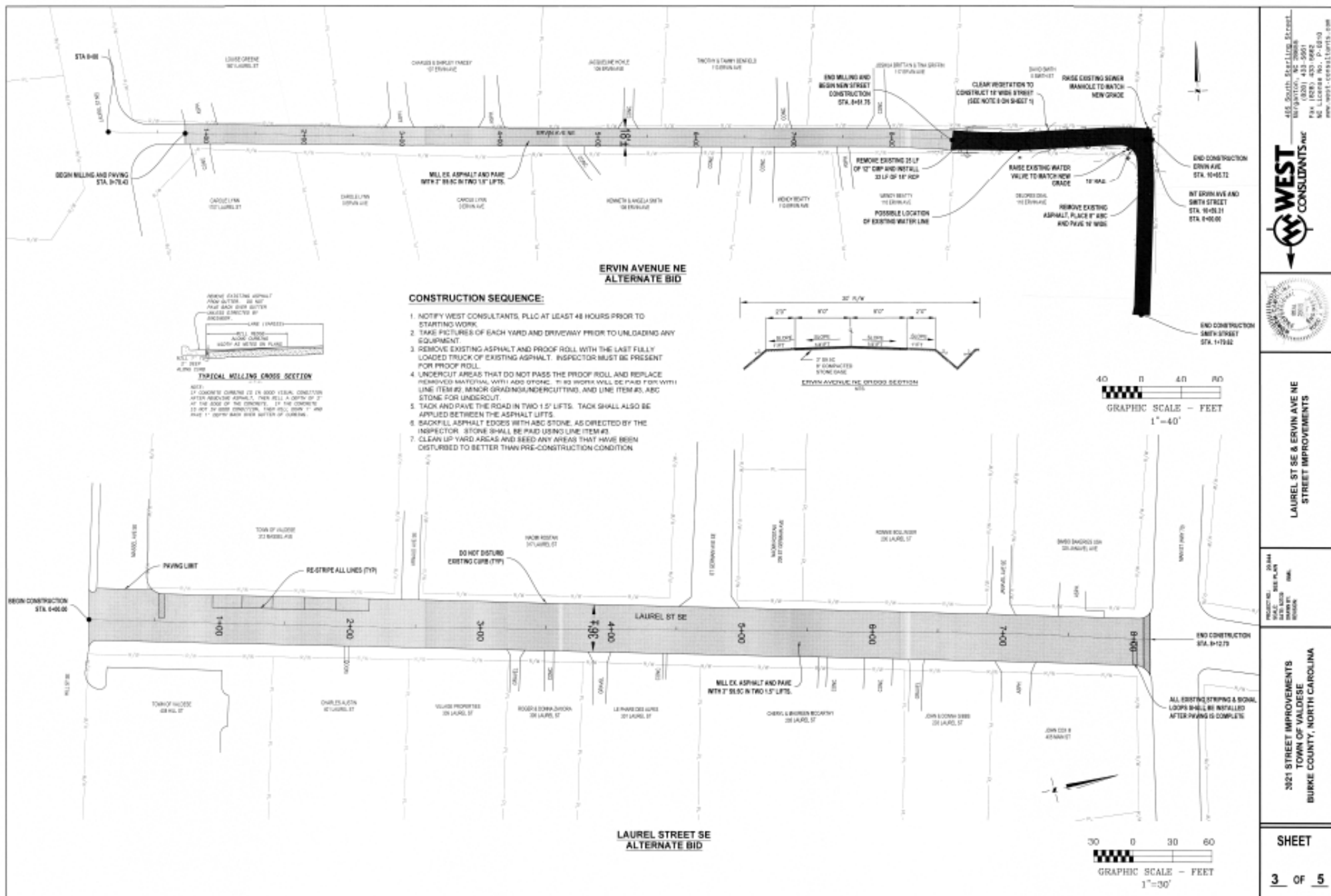
PROJECT NO.: 2021
DATE: 08/20/2020
DRAWN BY: [blank]
CHECKED BY: [blank]

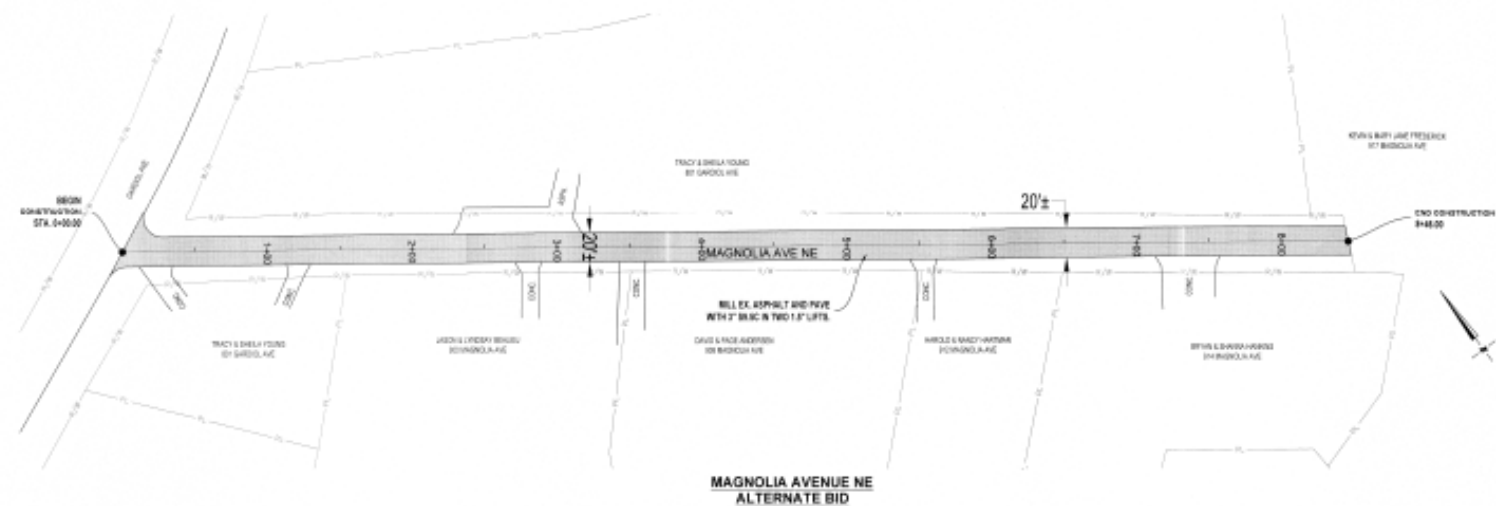
2021 STREET PAVING
TOWN OF VALDESE
BURKE COUNTY, NORTH CAROLINA

SHEET

1 of 5

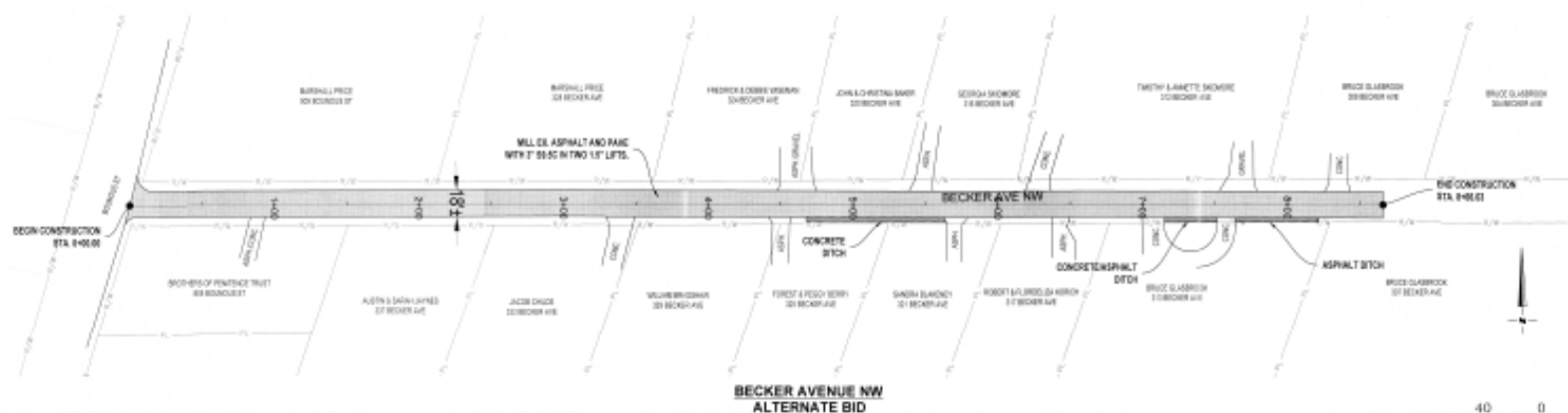






CONSTRUCTION SEQUENCE:

1. NOTIFY WEST CONSULTANTS, PLLC AT LEAST 48 HOURS PRIOR TO STARTING WORK.
2. TAKE PICTURES OF EACH YARD AND DRIVEWAY PRIOR TO UNLOADING ANY EQUIPMENT.
3. REMOVE EXISTING ASPHALT AND PROOF ROLL WITH THE LAST FULLY LOADED TRUCK. EXISTING ASPHALT, INSPECTOR MUST BE PRESENT FOR PROOF ROLL.
4. UNDERCUT AREAS THAT DO NOT PASS THE PROOF ROLL AND REPLACE REMOVED MATERIAL WITH ABC STONE. THIS WORK WILL BE PAID FOR WITH LINE ITEM #R. MINOR GRADING/UNDERCUTTINGS, AND LINE ITEM #C. ABC STONE SHALL BE UNDERCUTTED TO A MINIMUM OF 18" DEPTH.
5. TACK AND PAVE THE ROLL IN TWO 15' LIFTS. TACK-SHALL ALSO BE APPLIED BETWEEN THE ASPHALT LIFTS.
6. BACKFILL ASPHALT EDGES WITH ABC STONE, AS DIRECTED BY THE INSPECTOR. STONE SHALL BE PAID FOR WITH LINE ITEM #C.
7. CLEAN-UP YARD AREAS AND DRIVEWAYS AS NEARLY AS POSSIBLE HAVE BEEN DISTURBED TO BETTER THAN PRE-CONSTRUCTION CONDITION.



40 0 40 80
GRAPHIC SCALE - FEET
1"=40'

MAGNOLIA AVE NE & BECKER AVE NE
STREET IMPROVEMENTS

PRELIMINARY NO.: 20-244
 LOCAL F: SEE PLAN
 DATE: 1/2/2008
 DRAWN BY: EML

321 STREET IMPROVEMENTS
TOWN OF VALDESE
BURKE COUNTY, NORTH CAROLINA

SHEET

4 OF 5

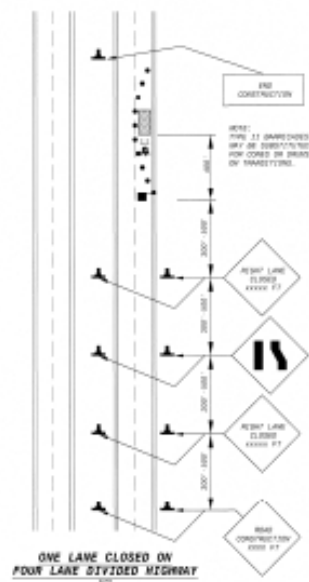
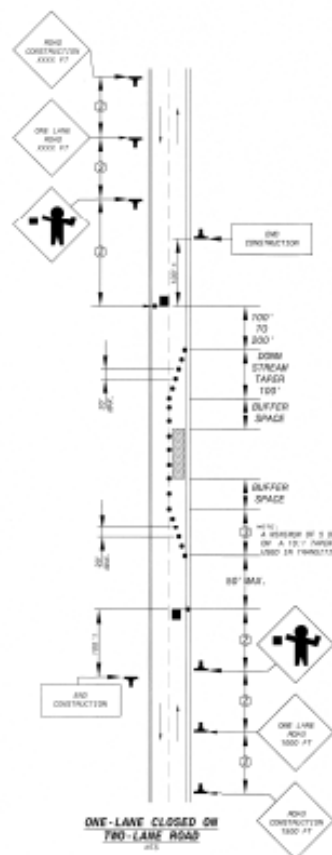


TABLE 1

TYPE OF FACILITY	MINIMUM SIZE
RURAL TWO-LANE, TWO-WAY ROADWAY	28" x 30"
MULTILANE FACILITIES	
UP TO 45 MPH	48" x 48"
OVER 45 MPH	48" x 48"
EXPRESSWAYS AND FREEWAYS	48" x 48"

TABLE 2

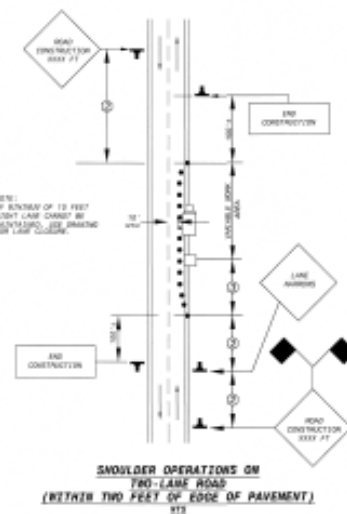
SPEED OF TRAFFIC	MINIMUM DISTANCE BETWEEN ADVANCE WARNING SIGNS
UP TO 35 MPH	300 FT
36 TO 40 MPH	300 FT
41 TO 55 MPH	500 FT
EXPRESSWAYS	1000, 1500, 2700 FT

TABLE 3
LENGTH OF TAPER "L" TRANSITIONS

SPEED (MPH)	WOOTH (FT)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
20	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
25	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85
30	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90
35	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95
40	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
45	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105
50	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110
55	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115
60	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120
65	55	60	65	70	75	80	85	90	95	100	105	110	115	120	125
70	60	65	70	75	80	85	90	95	100	105	110	115	120	125	130
75	65	70	75	80	85	90	95	100	105	110	115	120	125	130	135
80	70	75	80	85	90	95	100	105	110	115	120	125	130	135	140

TAPER FORMULA: $L = WS$ FOR SPEEDS OF 45 OR MORE.
 $L = .25S^2$ FOR SPEEDS OF LESS THAN 45.

WHERE L = MINIMUM LENGTH OF TAPER.
 S = APPROXIMATE VALUE OF POSTED SPEED LIMIT PRIOR TO WORK OR 85 PERCENTILE SPEED.
 W = WIDTH OF OFFSET.

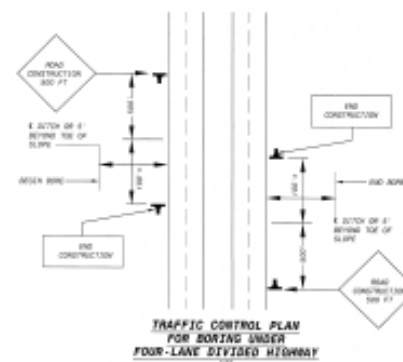
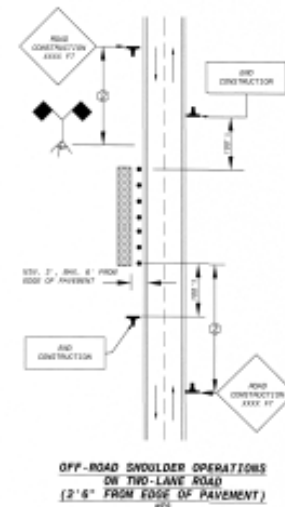


BUFFER SPACE & SIGHT DISTANCE TABLE

SPEED (MPH)	MINIMUM SIGHT DISTANCE (FT)	MINIMUM BUFFER SPACE (FT)
20	200	50
25	250	75
30	300	100
35	350	125
40	400	150
45	450	175
50	500	200
55	550	225
60	600	250
65	650	275
70	700	300
75	750	325
80	800	350

NOTE:

ALL TRAFFIC CONTROL AND TRAFFIC CONTROL DEVICES SHALL MEET THE NCDDOT 2012 ROADWAY STANDARDS DIVISION 13.



LEGEND

- ENVIRONMENT
- ROADWAY
- TYPE 11 BARRICADE
- ONE
- ONE
- FLASHING ARROW PANEL
- STATIONARY OR PORTABLE SIGN
- STATIONARY SIGN
- PORTABLE SIGN
- FLASHING BARRING LIGHT
- WORK AREA
- DIRECTION OF TRAFFIC
- HIGH LEVEL WARNING DEVICE
- WORK VEHICLE
- ROTATING FLASHING LIGHT SIGNAL
- STATIONARY LIGHT
- ROTATING LIGHT
- SPEED TABLE NUMBER
- VEHICLE MOUNTED IMPACT ATTENUATOR
- FLAGGER

415 South Main Street
 Raleigh, NC 27601
 Tel: (919) 433-5661
 Fax: (919) 433-5662
 NC License No. P-2510
 WWW.WEST-CONSULTANTS.COM



TRAFFIC CONTROL DETAILS

PROJECT NO. 2021-0001
 SHEET NO. 34 OF 84
 DRAWN BY: J. VALESE
 CHECKED BY: J. VALESE

2021 STREET IMPROVEMENTS
 TOWN OF VALDESE
 BUREAU COUNTY, NORTH CAROLINA

SHEET

5 OF 5



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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

COUNCIL AGENDA MEMO

To: Town Clerk
From: Greg Padgett, Public Services Director
Date: August 3, 2020
Re: Former Triple Property

REQUEST

To surplus former Triple property

BACKGROUND

In 2007, The Town of Valdese acquired Triple Community Water and all the assets associated with Triple at that time.

The former Triple facility is great. But, operating from two different facilities is not ideal or even efficient. Staff has consolidated all operations to the existing Valdese Public Works facility. I am confident staff can continue to provide excellent service to all the Valdese utility customers from that location. This is a Valdese system and should be treated as one system, not two.

RECOMMENDATION

Staff recommends for Council to surplus the former Triple property located at 1492 Drexel Road. This includes (3) separate buildings and the associated land.

BUDGET ANALYSIS:

Budgetary Action

Is a Budget Amendment required?

Yes

☐

No

☒

AGREEMENT

THIS AGREEMENT is dated and made effective as of the 4th day of September, 2007, by and between the TOWN OF VALDESE, a North Carolina municipal corporation, herein called the "Town," and TRIPLE COMMUNITY WATER CORPORATION, a North Carolina nonprofit corporation, herein called the "Water Corporation;"

WITNESSETH:

The Water Corporation purchases water in bulk from the Town and redistributes the water to its customers located in its service area. The Water Corporation intends to consolidate its Water Distribution System into the Town Water System. This Agreement establishes the terms and conditions of the consolidation and extends certain rights to the Members and customers of the Water Corporation. This Agreement replaces and supersedes that agreement between the parties dated as of the 6th day of August, 2007.

BASED UPON THE FOREGOING PREMISES AND UPON THE FURTHER TERMS AND CONDITIONS SET OUT HEREIN, THE TOWN AND THE WATER CORPORATION AGREE AS FOLLOWS:

1. DEFINITIONS. The following words or terms when used in this Agreement shall have the meaning ascribed to them:

Board - The Board of Directors of the Water Corporation.

Changeover Date - The date agreed upon by the Town and the Board as the date on which the Existing Triple Community Water Customers will begin receiving Water Service from the Town.

Charter - The Articles of Incorporation, as amended, issued by the Secretary of the State of North Carolina for the Water Corporation.

Existing Triple Community Water Customers - Those individuals, businesses or other entities purchasing water from the Water Corporation as of the Changeover Date.

Inside Water Rate - The prevailing water rates, including surcharges, that the Town charges the customers of the Town Water System whose property receiving the Water Service is located within the corporate limits of the Town. At the present time, that rate is based upon customer's actual water usage for the billing period, together with a surcharge. The rate is established by the Town Council and published in a Schedule of Fees and Charges adopted by the Town Council annually, although the Town Council can change the rate as it deems appropriate.

Member - A person, business or other entity that has paid the required membership fee to the Water Corporation and is therefore entitled to vote at

membership meetings in accordance with the Charter and is entitled to Water Service from the Water Corporation upon compliance with the conditions established by the Board for receiving such service.

Triple Community Water Customers – Those individuals, businesses or other entities located within the Water Corporation Service Area who purchase water from the Town after the Changeover Date.

Service Line - The water line that extends from the water meter to the residence, business or structure using water. The Service Line is owned by the property owner and maintained by the property owner/customer.

Tap Fee - A one-time fee charged by the Town to set a meter and appurtenances. The fee is normally based on the size of the meter and is normally set and published in the Schedule of Fees and Charges adopted annually by the Town Council.

Town - The Town of Valdese, a municipal corporation.

Town Council - The elected governing body of the Town of Valdese.

Town Water System - The water treatment and distribution system operated by the Town of Valdese for public purposes, including the water treatment and filtration plant, and an extensive system of interconnected waterlines and facilities providing Water Service not only to the citizens of Valdese, North Carolina, but also to customers in certain areas around Valdese as well.

Water Corporation - Triple Community Water Corporation, duly incorporated as a nonprofit corporation under the laws of the State of North Carolina.

Water Corporation's Initial Rate - The Water Corporation's Initial Rate is a monthly rate as follows:

0 – 3,000 gallons	\$17.20
3,000 – 10,000 gallons	\$3.70 per 1,000 gallons
Over 10,000 gallons	\$2.88 per 1,000 gallons.

The Water Corporation's Initial Rate is subject to being adjusted as provided in paragraphs 7(d), (e) and (f).

Water Corporation Service Area - The area made up of those parcels of land to which Triple Community Water Corporation is providing Water Services as of the Changeover Date and the Ben Griffin Subdivision which adjoins US 70 E as shown in a subdivision plat entitled, "Triple Community Water" dated February 19, 2007, prepared by West & Associates.

Water Distribution System - The Water Distribution System includes all of the Water Corporation's assets including all waterlines installed as a part of the system, line additions or extensions and all attached facilities such as valves, fittings, pumps, pump houses, storage tanks, either elevated or ground level, meters, meter pits, power supplies, telemetry and all other fixtures and appliances attached thereto, all real property owned by the Water Corporation, all of the Water Corporation's easements and rights-of-way and the Water Corporation's vehicles and other equipment, accounts receivable, certificates of deposit, bank accounts and all other cash on hand. The Water Distribution System includes, but is not limited to, those assets set forth on the attached Exhibit "A".

Water Service - The sale of potable water to a purchaser, generally called a customer, for a fee.

2. **EFFECTIVE DATE.** This Agreement shall be binding upon the parties on the date set out above; however, the implementation of this Agreement is subject to certain conditions as set forth in paragraph 3 of this Agreement.

3. **AGREEMENT SUBJECT TO CONDITIONS.** The parties hereby acknowledge and agree that, in order for this agreement to become legally binding on the Water Corporation this Agreement and the actions contemplated hereby must be approved by the Members of the Corporation and by the North Carolina Attorney General as required by law. The Water Corporation shall promptly submit this Agreement to a vote of its members and take such further action as required in order to obtain the approvals necessary for this Agreement to become legally binding upon the Water Corporation.

The parties further acknowledge and agree that as an additional condition to the Water Corporation's obligations under this Agreement the Water Corporation must be released from the Carolina First Bank Debt as provided in paragraph 6 of this Agreement.

4. **CONSOLIDATION.**

(a) Consolidation of Systems. Subject to the further terms and conditions of this Agreement, on the Changeover Date the Water Corporation shall consolidate its Water Distribution System into the Town Water System and, in connection therewith, shall convey, transfer and assign the Water Distribution System to the Town, free and clear of all liens, claims, taxes, mortgages, deeds of trust and other objectionable matters (with the exception of the Carolina First Bank Debt as referred to in Paragraph 6 of this Agreement) which would unreasonably interfere with the Town's ownership, management and operation of the Water Distribution System. On the Changeover Date, the Water Corporation shall also release and transfer to the Town each of the Existing Triple Community Water Customers and the Town shall thereafter become their sole provider of Water Service.

(b) Changeover Date to be Established. In order to implement the transfer of the Water Distribution System to the Town, the Town and the Water Corporation

shall agree upon a Changeover Date which date shall be no later than November 1, 2007. The Water Corporation intends to reward its employees for length of service in an amount equal to the sum of \$2,000 for each year of the employee's service with the Water Corporation by maximizing the contribution to the retirement plan of each of its employees pursuant to the plan documents and ERISA limits and increasing the employee's taxable compensation. Until the Water Corporation's Water Distribution System is consolidated into the Town Water System, the Water Corporation shall continue to operate the Water Distribution System within its current budget and capital reserve fund and make no changes to the system or its operation and, with the exception of the reward contributions referred to above, it shall not incur any liabilities except in the ordinary course of business consistent with past practices. During such time, the Water Corporation shall continue to receive all revenues of any kind, maintain the Water Distribution System in a proper state of repair and make timely payment of all debts and pay all expenses incurred by the Water Corporation.

(c) Reading of Water Meters. The water meters of each Existing Triple Community Water Customer shall be jointly read by the Water Corporation and Town on the Changeover Date or as soon thereafter as reasonably possible so that a final bill for each Existing Triple Community Water Customer can be calculated and issued by the Water Corporation and a beginning meter reading established for the Town.

(d) Transfer of Customers. Effective as of the final meter reading by the Water Corporation on the Changeover Date, all Existing Triple Community Water Customers of the Water Corporation shall be automatically transferred over to the Town Water System and they shall immediately become customers of the Town and the Town shall provide Water Service to the Existing Triple Community Water Customers, subject to the further provisions of Paragraph 7, below. From and after the Changeover Date, the Town shall bill and have the right to collect all revenues from the Existing Triple Community Water Customers for Water Service provided.

5. **TRANSFER OF OWNERSHIP.** Not later than the Changeover Date, the Water Corporation shall transfer all of its right, title and interest in the Water Distribution System to the Town. All instruments of conveyance of real property, including easements, shall be in a form generally acceptable to the Town and suitable for recording in the office of the Register of Deeds for Burke County. Ownership of vehicles shall be transferred by assignment of title. The remaining assets of the Water Distribution System shall be transferred to the Town by bill of sale in a form generally acceptable to the Town and duly approved, executed and issued by the Water Corporation.

Title to the Water Distribution System assets shall be transferred free and clear of all taxes, liens and encumbrances or other matters which would prevent or interfere with its use by the Town, with the exception of the Carolina First Bank Debt referred to in Paragraph 6 of this Agreement and the lease of certain property to Mr. Settlemyre. The property leased to Mr.

Settlemyre is leased on an annual basis at a rental of \$300 per year. The Settlemyre lease expires February 1, 2008.

6. **ASSUMPTION OF CAROLINA FIRST BANK DEBT.** On or about April 7, 2004, the Water Corporation borrowed the principal sum of \$600,000 from the Carolina First Bank (the Carolina First Bank Debt). As of October 31, 2006, the balance of the Carolina First Bank Debt was \$541,746.

As a condition to the Water Corporation's transfer of the Water Corporation's Water Distribution System to the Town, the Town shall assume the Carolina First Bank Debt. The Town and the Water Corporation agree to work with Carolina First Bank, the Local Government Commission and any other appropriate entity to obtain the approvals necessary for the Town to assume the Carolina First Bank Debt. The parties agree to execute no later than the Changeover Date such documents as are required for the Town to assume the Carolina First Bank Debt and for the Water Corporation to be released from any further obligation under that loan.

7. **OPERATION OF WATER DISTRIBUTION SYSTEM.** Upon the transfer of the Water Distribution System to the Town, the Town shall thereafter own, manage and operate the system as part of the Town Water System free and clear of any claim by the Water Corporation, but subject to the following special conditions.

(a) Water Service Provided. The Town shall provide Water Service to the Existing Triple Community Water Customers and to such other individuals, businesses or other entities located within the Water Corporation Service Area which the Town in its discretion decides to serve. Those Triple Community Water Customers shall have the right to purchase water from the Town subject to the same policies, rights and obligations extended to other customers of the Town Water System. Except for the special rates established for a period of ten (10) years from the Changeover Date as hereafter established, the Town shall charge Triple Community Water Customers the applicable Inside Water Rate for Water Service.

(b) Connection Fees. The Existing Triple Community Water Customers shall not be required to pay any special availability fee, connection fee or other special costs as a condition to being transferred from the Water Corporation to the Town Water System. The transfer shall be made without charge to the Existing Triple Community Water Customers.

(c) Classification of Triple Community Water Customers. The Town presently classifies water customers located within the corporate limits of the Town into one of three categories: residential water customers, commercial water customers and industrial water customers. The Town shall classify the Triple Community Water Customers in the same manner that it classifies water customers within its corporate limits, i.e., under the Town's present classification system a Triple

Community Water Customer would be classified as a residential, a commercial or an industrial water customer.

- (d) Residential Rate. For a period of ten (10) years from the Changeover Date, the Town shall charge residential Triple Community Water Customers the Water Corporation's Initial Rate; provided, however, in the event the Town raises its Inside Rate for residential water customers during this ten (10) year period, the Town shall in each instance be entitled to correspondingly raise the rate then in effect for residential Triple Community Water Customers by the same percentage by which the Town raises its Inside Rate for residential water customers. However, any rate increase by the Town only applies to Triple Community Water Customers if the Town's sewer rate is simultaneously raised by the same percentage as the Town's water rate.
- (e) Commercial Rate. For a period of ten (10) years from the Changeover Date, the Town shall charge commercial Triple Community Water Customers the Water Corporation's Initial Rate; provided, however, in the event the Town raises its Inside Rate for commercial water customers during this ten (10) year period, the Town shall in each instance be entitled to correspondingly raise the rate then in effect for commercial Triple Community Water Customers by the same percentage by which the Town raises its Inside Rate for commercial water customers. However, any rate increase by the Town only applies to Triple Community Water Customers if the Town's sewer rate is simultaneously raised by the same percentage as the Town's water rate.
- (f) Industrial Rate. For a period of ten (10) years from the Changeover Date, the Town shall charge industrial Triple Community Water Customers the Water Corporation's Initial Rate; provided, however, in the event the Town raises its Inside Rate for industrial water customers during this ten (10) years period, the Town shall in each instance be entitled to correspondingly raise the rate then in effect for industrial Triple Community Water Customers by the same percentage by which the Town raises its Inside Rate for industrial water customers. However, any rate increase by the Town only applies to Triple Community Water Customers if the Town's sewer rate is simultaneously raised by the same percentage as the Town's water rate.
- (g) Tap Fees. Existing Triple Community Water Customers shall not be required to pay any Tap Fee or connection fee as a condition of receiving service from the Town for existing taps or as a condition of being transferred from the Water Corporation to the Town. Customers located within the Water Corporation Service Area connecting to the Town Water System after the Changeover Date will be required to pay Tap Fees, connection fees, availability fees or other charges in the amounts or at the rates prevailing within the corporate limits of the Town at the time of the connection.

(h) Cutoff Policy. All Triple Community Water Customers shall be subject to the cutoff policies and other policies made applicable to the customers of the Town as a condition of being provided Water Service.

(i) Meters Required. The Water Corporation acknowledges that the existing policy of the Town generally requires each water customer to be separately metered. The Water Corporation, however, has not necessarily used the same policy in the past. For that reason, some Existing Triple Community Water Customers may have a single account and a single water meter that provides Water Service to multiple users located on the Existing Triple Community Water Customer's property. Those situations will be "grandfathered" so that those Existing Triple Community Water Customers will continue to be provided Water Service for multiple users with a single meter; however (i) additional customers may not be added to the meter without Town's consent and Town consent should not be expected, (ii) standard customer service standards such as volume and pressure must be able to be maintained, and (iii) the Existing Triple Community Water Customer may not resell such water for a profit. Customers connecting to the Water Distribution System after the Changeover Date will be expected to comply with normal Town policy concerning separate meters.

(j) Maintenance. The Town will maintain and keep the Town Water System, including the part of the water system which serves the Triple Community Water Customers, in a good state of repair, normal wear and tear excepted. The Town, in accordance with Town policies, will replace and upgrade water lines as reasonably necessary to maintain the level of water service provided to Triple Community Water Customers at the level of service generally provided by the Town to its other customers. The Town will operate and maintain the Town Water System, including the part of the water system which serves the Triple Community Water Customers, in compliance with applicable statutes, rules and regulations. The supply of water to the Triple Community Water Customers will not be curtailed except in the event of causes beyond the reasonable control of the Town such as drought and other forces of nature, moratorium and regulatory orders issued by those federal and state regulatory bodies having jurisdiction over the public supply of water or pursuant to a policy adopted by the Town and made uniformly applicable to all water customers of the Town.

(k) Water line Extensions. New water lines and water line extensions and additions to the Water Distribution System shall be made only in the discretion of the Town in accordance with the Town policy.

8. DISSOLUTION OF WATER CORPORATION.

(a) Dissolution and Liquidation. Following the Changeover Date, the Board will commence the dissolution and liquidation of the Water Corporation in accordance with the Charter and applicable state law as well as any special requirements applicable to the Water Corporation.

(b) Payment of Debts and Claims. As a part of the dissolution of the Water Corporation, the Water Corporation shall pay the expenses of dissolution and any other debts, claims and liabilities of the Water Corporation with the exception of the Carolina First Bank Debt which is being assumed by the Town. The debts, claims and liabilities to be paid by the Water Corporation shall include, but not be limited to, the salary of all employees, all payroll taxes and withholding taxes, unemployment taxes, estimated taxes, income taxes and property taxes, if any.

(c) Distributions to Water Corporation. On the Changeover Date, the Water Corporation shall transfer all of its assets, including its bank accounts and cash on hand (the transferred funds), to the Town. It is anticipated that the Water Corporation shall be required to pay certain expenses of dissolution and liquidation after the Changeover Date such as attorney fees and the cost of filing Articles of Dissolution. Following the Changeover Date, the Water Corporation shall submit requests to the Town for the funds it needs to complete the dissolution and liquidation of the Water Corporation. The Town agrees to transfer to the Water Corporation from the transferred funds such funds as reasonably required by the Water Corporation to complete the dissolution and liquidation of the Water Corporation.

9. **INDEMNIFICATION.** The Water Corporation shall indemnify, protect and save harmless the Town from any liability whatsoever resulting from or in any way arising out of the failure of the Water Corporation to pay the operational costs of the Water Distribution System up to and through the Changeover Date, the expenses of dissolution of the corporation, the failure to reimburse any membership fee, if required by the Charter, or the refusal or failure to pay any expense, debt, taxes of any kind or any other liability incurred by the Water Corporation or lawfully assessed against the Water Corporation with the exception of the Carolina First Bank Debt.

Likewise, the Town shall indemnify, protect and save harmless the Water Corporation from any liability whatsoever arising out of or resulting from the operation of the Water Distribution System by the Town from and after the Changeover Date or the failure of the Town to pay any sum the Town is required to pay under this Agreement.

10. **WATER CORPORATION OFFICE.** The Water Corporation presently owns and operates an office located at 1492 Drexel Road in Valdese, North Carolina. For a period of at least five (5) years following the Changeover Date, the Town shall keep that office open as a place where Triple Community Water Customers may pay their water bills.

11. **EMPLOYEES.** The Water Corporation presently has six (6) fulltime employees. As a specific condition of the Water Corporation consolidating the Water Distribution System into the Town Water System, the Town has agreed to employ the Water Corporation's six (6) fulltime employees on a fulltime basis. Those employees shall be paid a salary not less than the salary currently paid to those employees by the Water Corporation, and those employees shall receive at least the same amount of paid vacation as they were receiving from the Water

Corporation at the time of the Changeover Date. If a former Water Corporation employee does not desire to work for the Town, or if a former Water Corporation employee's employment is terminated as a result of retirement or for any other reason, the Town shall have no obligation to replace such employee. The Water Corporation employees to be hired by the Town will, like all other Town employees, be employees at will, and they shall be subject to the Town's personnel policies and the rules and procedures applicable to all Town employees.

12. **DIRECTORS' WATER SERVICE.** The Water Corporation provides reasonable residential Water Service to the current members of its board of directors at no charge. The Town shall continue to provide such reasonable residential Water Service to the residence located within the Water Corporation Service Area of each of the current directors at no charge for so long as such residence serves as such director's permanent residence.

13. **MEMBERSHIP FEES.** The Water Corporation has collected membership fees from its Members. The initial membership fee was \$25, but the fee was subsequently increased to \$50. The amount of the membership fee paid by each of the Members is as set forth in the records of the Water Corporation which have been provided to the Town.

On the Changeover Date, the Water Corporation shall transfer the membership fees to the Town. Prior to the Changeover Date, the Water Corporation shall notify its Members in writing that the Members may contact the Town to request the return of their membership fees. The Town agrees to return the Members' membership fees upon request.

The Town does not require a deposit for Water Service from owners of property, but it does require a deposit from renters. The Town agrees to accept the membership fees of Members who were renters at the time of the Changeover Date as the deposit required by the Town for Water Service. The Water Corporation shall notify its Members that the membership fees of those Members who are renters at the time of the Changeover Date will be retained by the Town as a deposit for Water Service unless such Members request the return of their membership fees. If a Member who was a renter at the time of the Changeover Date requests the return of his or her membership fee and if such person is continuing to rent property receiving Water Service at the time of the request, the Town will discontinue the Water Service to that customer unless and until that customer makes the deposit the Town requires for Water Service.

14. **USE OF CERTIFICATE OF DEPOSIT AND CASH INVESTMENT ACCOUNT.** The Town shall use the certificate of deposit and cash investment account turned over to the Town by the Water Corporation on the Changeover Date for the sole purpose of funding capital projects within the Water Corporation Service Area.

15. **FUTURE CONSOLIDATION.** While the Town has no plans to consolidate the Town Water System into another water system, at some point in the future the Valdese Town Council may determine that the Town Water System's customers should be served by a regional water authority or other entity. Nothing in this agreement shall be construed as prohibiting the consolidation of the Town Water System into another water system; however, any such consolidation must provide that the Triple Community Water Customers pay the same rates and have the same rights to Water Service as provided in this Agreement.

16. COMPLIANCE WITH LAW. In the management and operation of the Water Distribution System, the Town shall fully comply with all federal, state and local government requirements. The Town shall obtain and maintain all necessary licenses, certification, and accreditations as may be necessary to operate, maintain or manage the Town Water System.

17. REPRESENTATIONS.

(a) The Water Corporation represents and covenants as follows:

(i) That it is properly chartered under the laws of the State of North Carolina as a nonprofit corporation and that its Charter has not been rescinded or cancelled and there are no administrative actions pending against the Water Corporation by the Secretary of the State of North Carolina or any other proceedings pending which could adversely affect the transaction contemplated herein.

(ii). That all franchise taxes, income taxes, employment taxes, and all other taxes or assessments have been or will be timely paid, it being understood and agreed that the Town is not assuming the payment of such taxes or any other debts or liabilities of the Water Corporation with the exception of the Carolina First Bank Debt.

(iii) That the Water Corporation has the authority to enter into this Agreement, has caused to be adopted appropriate resolutions by the Board and by its membership approving this transaction and that all other approvals, including approval by Carolina First Bank, if required, have been properly obtained.

(b) The Town represents:

(i) That it will fulfill its obligations under this Agreement to provide Water Service to the Triple Community Water Customers within the Water Corporation Service Area at the rates and upon the conditions and policies set out herein.

18. DEFAULT. Should either the Town or the Water Corporation default under this Agreement or breach the terms hereof, the legal remedies of the non-defaulting party shall be limited to the following:

(a) Specific Performance.

(b) Claim for actual damage based upon out-of-pocket expenses only.

(c) Reimbursement and indemnification pursuant to the indemnification provisions of this Agreement, including reimbursement for all reasonable legal expenses actually incurred.

(d) Declaratory judgment action to either declare the rights of the parties to this Agreement or to terminate this Agreement, including an action by any Triple Community Water Customer to secure that Triple Community Water Customer's rights, if any, under this Agreement.

Neither party shall have the right to unilaterally terminate this Agreement or to bring any action for punitive damages, speculative damages, loss of anticipated revenues or anticipatory damages, double or treble damages or loss of profits, it being agreed that the right to all such actions and damages are hereby waived.

19. FURTHER ASSURANCES. Both the Town and the Water Corporation agree to execute such further instruments, deeds, assignments, contracts and other documents as may be necessary or convenient to carry out and fully implement the terms of this Agreement.

20. INFORMALITIES. The parties agree that the implementation of this Agreement will take place over several months and involve additional understandings to be reached by the parties. The failure by a party to insist upon strict compliance with this Agreement on one occasion shall not be a waiver by the party to insist upon strict compliance on some other or some subsequent occasion, it being agreed that the terms and conditions of this Agreement may only be changed in writing signed by the parties.

21. NORTH CAROLINA LAW. The construction and application of this Agreement and the terms and conditions hereof shall be governed by that law of the State of North Carolina including any restrictions imposed upon municipal corporations selling water to customers outside its corporate limits.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have hereunto set their hands and seals effective as of the day and year first above written.

TOWN OF VALDESE

By: James L. Hatley
James L. Hatley, Mayor

Attest:

Thelda B. Rhoney
Printed Name: Thelda B. Rhoney
Town Clerk
(corporate seal)

TRIPLE COMMUNITY WATER
CORPORATION

By: Jack L. Huffman
Printed Name: JACK HUFFMAN
Title: President

Attest:

David E. Rector

Printed Name: _____

Title: Secretary

(corporate seal)

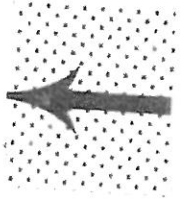


EXHIBIT "A"
WATER CORPORATION ASSETS

ADDENDUM

THIS ADDENDUM is made and entered into this 7th day of January, 2008, by and between the TOWN OF VALDESE (the Town) and TRIPLE COMMUNITY WATER CORPORATION (Water Corporation).

WITNESSETH:

WHEREAS, the Town and the Water Corporation entered into an agreement dated as of September 4, 2007, (the Agreement) pursuant to which the Water Corporation agreed to transfer to the Town all of the Water Corporation's assets and the Town agreed to provide water service as more particularly provided in the Agreement; and

WHEREAS, certain issues relating to the transfer of assets and other transitional matters have arisen and have been addressed by the parties, and the parties desire to set forth in this addendum their understandings and agreements with regard to those matters;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. EMPLOYEES' VACATION PAY. The Agreement provides that those employees of the Water Corporation who agree to become employed by the Town as of the Changeover Date (the "Triple Community employees") shall receive at least the same amount of paid vacation as they were receiving from the Water Corporation at the time of the Changeover Date. Certain questions have arisen concerning the amount of paid vacation to which the Triple Community employees will be entitled and the manner in which they will earn paid vacation while they are employed by the Town. The amount of paid vacation to which the Triple Community employees shall be entitled shall be as set forth in this addendum.

For calendar year 2008, each Triple Community employee shall be entitled to the amount of vacation that employee was entitled to as a Triple Community employee. For example, if a Triple Community employee was entitled to 5 weeks of paid vacation for calendar year 2008, that employee would be entitled to 5 weeks of paid vacation with the Town during 2008.

For 2009 and subsequent years, the Triple Community employees, while employed by the Town, shall be entitled to paid vacation based upon the Town's vacation policy. It is agreed, however, that in determining the amount of paid vacation to which the Triple Community employees will be entitled under the Town's vacation policy, those employees will be given credit for the years they were employed by the Water Corporation. For example, if a Triple Community employee had 15 years of service with the Water Corporation as of January 1, 2008, and that employee works for the Town through 2008, in determining the amount of paid vacation to which that employee would be entitled during 2009 that employee would be treated

as if he or she had 16 years of service with the Town (15 years of service with the Water Corporation as of January 1, 2008, and 1 year of service with the Town and the Water Corporation during 2008).

At least one of the Triple Community employees would be entitled to 5 weeks of paid vacation at the time of the Changeover Date. Under the Town's vacation policy, the maximum number of weeks of paid vacation is 4 weeks. For any Triple Community employee who was entitled to more than 4 weeks of paid vacation as of the time of the Changeover Date or more paid vacation than that employee would be entitled to take under the Town's policy, he or she will be entitled to receive from the Town during 2008 the number of weeks of paid vacation he or she would have had with the Water Corporation. For 2009 and subsequent years, however, those employees would be limited to such amount of paid vacation to which they would be entitled under the Town's vacation policy, giving them credit for years of service with the Water Corporation, even if that amount is less than they received during 2008.

2. **BILLING AND RATE CHANGEOVER.** Both the Town and the Water Corporation read meters on the 15th day of the month. The Town shall read the meters within the Water Corporation Service Area on February 15. The bills for that month of service (from January 15 to February 15) shall be based upon the Water Corporation's old rate structure. The bills for the period from February 15 to March 15 and subsequent billing periods will be based upon the new rate structure as provided in the Agreement.

3. **WATER CORPORATION'S CHECKING ACCOUNT.** The Agreement provides that all of the Water Corporation's monetary assets shall be transferred to the Town at closing. The parties agree, however, that the Water Corporation's checking account should be left open for a reasonable period of time because some customers' water bills are drafted into that account and the Water Corporation's outstanding checks need to clear. Although the Water Corporation's checking account shall be left open for a reasonable period of time, all funds in that account shall belong to the Town. The Water Corporation shall periodically, upon request from the Town, transfer money from that account to the Town. The Water Corporation also agrees that after closing the Town, if allowed by the bank, may transfer ownership of the account to the Town and that, upon reasonable request, the Water Corporation shall execute such documents as the bank may require in order to transfer ownership of that account to the Town.

Unless the Town determines that ownership of the Water Corporation's checking account may be transferred to the Town and that it would be preferable for the Town to maintain that account to receive drafted water bills, the Town shall notify the former Water Corporation customers whose water bills are drafted that that practice will be discontinued. Upon the former Water Corporation water customers being notified that they will not longer be able to draft their water bills into the Water Corporation's account and the Town determining that the outstanding checks written on the account have cleared, the Water Corporation's checking account shall be closed and the balance of that account shall be transferred to the Town. Prior to the closing of the transfer of assets from the Water Corporation to the Town, the Water Corporation shall cause at least one Town employee as designated by the Town Manager to be added as a required signatory to checks written on the Water Corporation's checking account.

4. **WATER CORPORATION'S DEBTS AND EXPENSES.** As of the Changeover Date the Water Corporation will have transferred substantially all of its money to the Town. The Water Corporation will nevertheless incur additional expenses in connection with the liquidation and dissolution of the corporation including, but not limited to, auditor fees and attorney fees. The Water Corporation also expects to receive invoices related to purchases made by the Water Corporation prior to closing.

The Town agrees to pay all of such reasonable expenses of the Water Corporation from the money transferred by the Water Corporation to the Town at closing. Upon the Water Corporation receiving an invoice which the Water Corporation determines to be reasonable and owed by the Water Corporation, the Water Corporation shall submit the invoice to the Town and the Town, upon determining that such invoice is reasonable and owed by the Water Corporation, shall pay that invoice in a timely manner. The Water Corporation agrees to provide to the Town such information as the Town may reasonably request to enable the Town to determine the purpose for and reasonableness of such invoices.

5. **MEMBERSHIP ACCOUNT.** The Water Corporation is holding deposits made by its members in its cash investment account. It is estimated that approximately \$88,000 of the cash investment account are deposits made by members; however, the final audit of the Water Corporation will provide the parties with the exact amount of the member deposits.

Paragraph 14 of the Agreement provides that the Town shall use the cash investment account turned over to the Town by the Water Corporation to fund capital projects within the Water Corporation Service Area. Upon receiving the final audit which will determine the exact amount of members' deposits included in the cash investment account, the amount of the members' deposits shall be subtracted from the cash investment account transferred to the Town and the balance of that cash investment account shall be the amount that shall be used by the Town for the sole purpose of funding capital projects within the Water Corporation Service Area as provided by paragraph 14 of the Agreement.

6. Except as amended by this addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound, have hereunto set their hands and seals effective as of the day and year first above written.

TOWN OF VALDESE

By: 

Jeffrey V. Morse, Town Manager

TRIPLE COMMUNITY WATER
CORPORATION

By: 

Printed Name: JACK L. HUFFMAN

Title: President

Memorandum

To: Valdese Town Council
Seth Eckard, Town Manager

From: Larry Johnson, Planning Director

Date: July 30, 2020

Subject: Final Plat Approval, Edelweiss Residential Subdivision

Cold Creek Investments is requesting approval of the Final Plat for the Edelweiss Subdivision. Town Council approved the Edelweiss Preliminary Plat during its June 2019 meeting. If Town Council approves the final plat, the developer may proceed with the development of the 19 lot subdivision.

Article C of the Subdivision Regulations outlines the approval process. These regulations state that the Final Plat shall meet all applicable requirements. Article C also outlines what information shall be contained or depicted on the final plat.

The Planning Board met May 2020² to discuss the final plat approval. It is the recommendation of the Valdese Planning Board that Town Council approve the Edelweiss Subdivision Final Plat.

The following documents are provided for your review:

- Edelweiss Final Plat
- **9-2033.01** Information to be Contained or Depicted on the Preliminary and Final Plats
- Letter from Town Engineer (Subdivision meets or exceed Subdivision Requirements)
- Letter from Valdese Public Services Director noting his review and compliance of the proposed plans and specifications
- Performance Agreement obligating the developer to construct improvements. The Subdivision Regulations require the developer to have installed (as represented on a final plat) all improvements prior to final plat approval. If the improvements are not completely installed, the developer shall enter into an agreement with the Town for such completion.

Cold Creek Investments will be providing a performance guarantee, in the form of a cash deposit to the Town of Valdese guaranteeing the remaining improvements to be installed. The cash amount deposited with the Town Valdese is \$145,000.00. This amount represents 125% of the total infrastructure installation cost based Town's Engineer calculations.

- Construction Cost Estimate
- Restrictive Covenants
- Soil Erosion Control Plan



GRID NORTH
NAD 83 DATUM

NORTH CAROLINA BURKE COUNTY

I, _____, REVIEW OFFICER OF
BURKE COUNTY CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

DATE REVIEW OFFICER

CERTIFICATE OF FINAL PLAT APPROVAL

I, _____, SUBDIVISION ADMINISTRATOR
OF THE TOWN OF VALDESE HEREBY CERTIFY THAT THE FINAL PLAT OF THE
SUBDIVISION ENTITLED _____ MEETS THE
CONDITIONS AND REQUIREMENTS FOR APPROVAL ON THIS _____
DAY OF _____, 20____.

SUBDIVISION ADMINISTRATOR

MAINTENANCE STATEMENT:

ALL ROADS IN THIS SUBDIVISION ARE HEREBY DECLARED PUBLIC AS
SHOWN AND SHALL NOT BE MAINTAINED BY THE NORTH CAROLINA DEPT.
OF TRANSPORTATION OR THE COUNTY OF BURKE. THE MAINTENANCE OF
ALL STREETS SHALL BE THE RESPONSIBILITY OF: _____

Date Agent

THIS PLAT WAS APPROVED AS A SUBDIVISION AND FURTHER
SUBDIVIDING OF THE PARCEL MAY BE SUBJECT TO THE ROAD
IMPROVEMENTS AS PER THE BURKE COUNTY SUBDIVISION
ORDINANCE.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S)
OF THE PROPERTY SHOWN AND DESCRIBED HEREON THAT
I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY
(OUR) FREE CONSENT AND DEDICATE ALL STREETS, SEWERS,
WATER LINES, ALLEYS, WALKS, PARKS AND OTHER SITES TO
PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY
THAT THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING
JURISDICTION OF BURKE COUNTY, NORTH CAROLINA.

DATE Owner

Date Owner

BURKE COUNTY PUBLIC SCHOOLS
BOARD OF EDUCATION
DEED BOOK 678, PAGE 562

1-1/4" FLAT BAR,
BEGINNING CORNER
OF D.B. 516, PG. 957
WITNESSED BY CONC.
MONUMENT

GARY L. PROBST
AND WIFE,
REBECCA C. PROBST
DEED BOOK 516, PAGE 957

VICONG PAO LEE
DEED BOOK 2261, PAGE 617
TRACT I

VICONG PAO LEE
DEED BOOK 2261, PAGE 617
TRACT II

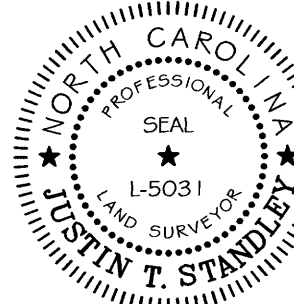
CERTIFICATE OF SURVEY AND ACCURACY

I, JUSTIN T. STANDLEY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY
SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2369, PAGE
450); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED
AS DRAWN FROM INFORMATION FOUND IN REFERENCES NOTED HEREON;
THAT THE RATIO OF PRECISION AS CALCULATED IS 1:110,000+; THAT
THE GLOBAL POSITIONING SYSTEM (GPS) SURVEY AND THE FOLLOWING
INFORMATION WAS USED TO PERFORM THE GPS SURVEY:
CLASS OF SURVEY: CLASS A
POSITIONAL ACCURACY: 0.02'
TYPE OF GPS FIELD PROCEDURE: RTK
DATES OF SURVEY: 11/16/2018
DATUM/EPOCH: NAD 83 (2011)
PUBLISHED/FIXED-CONTROL USE: NCGS MON. "ROCK SCHOOL" "JANAVEL"
GEOID MODEL: 2011B
COMBINED GRID FACTORS: 0.99985604 (APPLIED TO GRID TIE ONLY)
UNITS: US SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS
AMENDED, THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30
SECTION F-11-A, IN WHICH THIS SURVEY CREATES A SUBDIVISION OF
LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN
ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 23RD DAY OF
May, 2020.

Justin T. Standley, PLS
REGISTRATION NUMBER: L-5031



Curve	Radius	Length	Chord	Chord Bear.
C1	385.73'	282.98'	284.78'	N 19°00'10" W
C2	385.73'	130.08'	129.36'	N 15°04'13" E
C3	207.37'	50.84'	50.81'	N 18°38'07" E
C4	207.37'	40.21'	40.15'	N 08°02'29" E
C5	20.00'	30.89'	27.91'	N 44°43'47" E
C6	50.00'	84.34'	74.69'	N 40°39'07" E
C7	50.00'	38.80'	37.93'	N 29°57'30" W
C8	50.00'	45.63'	44.07'	N 78°23'36" W
C9	50.00'	57.44'	54.34'	N 42°32'51" W
C10	50.00'	9.53'	9.51'	S 04°10'35" W
C11	20.00'	38.15'	32.63'	S 63°22'08" W
C12	175.00'	81.63'	80.89'	N 85°20'37" W
C13	175.00'	85.81'	84.95'	S 87°14'44" W
C14	10.00'	9.47'	9.12'	S 82°13'58" W
C15	50.00'	72.24'	66.12'	S 67°58'23" W
C16	50.00'	88.11'	77.15'	S 23°54'08" E
C17	50.00'	91.54'	79.28'	N 63°10'25" E
C18	10.00'	9.49'	9.14'	N 27°55'05" E
C19	125.00'	145.05'	137.05'	N 86°05'48" E
C20	157.37'	71.30'	70.69'	S 16°36'49" W
C21	405.73'	58.66'	58.61'	S 21°30'27" W
C22	405.73'	89.68'	89.50'	S 11°02'01" W
C23	405.73'	68.42'	68.34'	S 00°07'47" E
C24	405.73'	282.45'	276.78'	S 24°54'15" E

CENTERLINE OF 20" SEWER EASEMENTS		
Course	Bearing	Distance
S1	S 63°41'26" W	357.80'
S2	S 64°16'40" W	351.42'
S3	S 60°31'32" E	346.93'
S4	S 89°09'48" E	204.08'
S5	S 21°39'50" E	167.93'
S6	S 79°34'39" E	75.14'
S7	S 80°54'03" E	30.10'
S8	N 50°39'16" W	35.34'
S9	N 30°34'19" W	170.67'
S10	S 89°18'06" W	336.27'
S11	N 47°16'10" W	52.05'
S12	N 39°45'29" W	53.64'
S13	N 27°22'27" W	278.86'
S14	S 59°57'00" W	215.04'
S15	S 21°06'12" W	136.05'
S16	S 10°00'00" W	82.49'
S17	N 28°57'55" E	280.36'
S18	N 56°15'34" E	119.92'

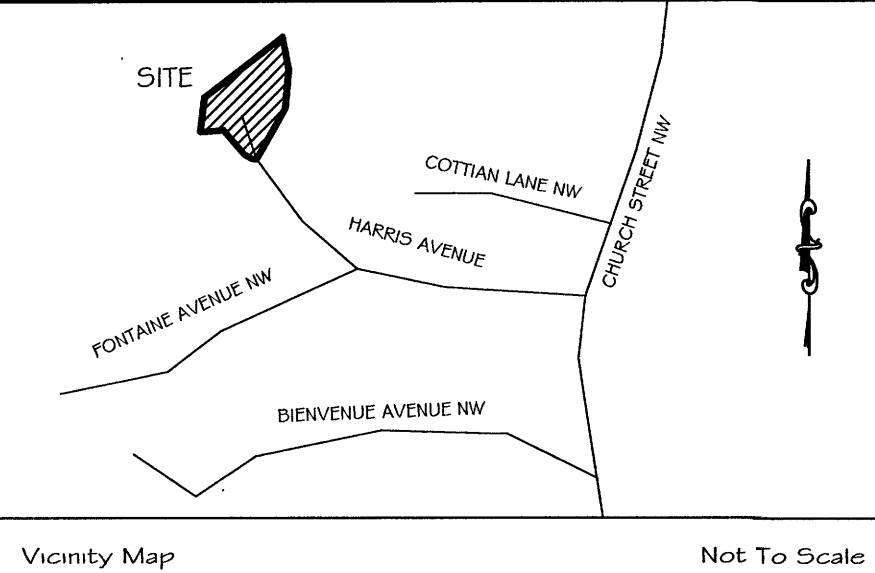
CENTERLINE OF 20" WATERLINE EASEMENT (SEE NOTE # 14)		
Course	Bearing	Distance
W1	N 38°46'51" W	69.60'
W2	N 28°28'58" W	31.87'
W3	N 14°53'15" W	76.65'
W4	N 09°07'46" W	30.39'
W5	N 05°19'07" W	38.94'
W6	N 02°45'20" E	78.22'
W7	N 08°58'09" E	38.92'
W8	N 16°26'41" E	67.74'
W9	N 27°28'04" E	108.11'
W10	N 19°09'21" E	32.09'
W11	N 49°04'01" W	168.05'
W12	N 88°30'46" W	59.34'
W13	N 49°13'54" W	114.89'
W14	N 29°41'15" W	157.22'
W15	N 49°13'54" W	114.99'

NOTE: THE PROFESSIONAL SURVEYOR HAS MADE NO
INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS
OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS,
OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN
ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NOTE: SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE
NOT SURVEYED, EXAMINED OR CONSIDERED AS PART OF
THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE
CONCERNING THE EXISTENCE OF UNDERGROUND OR
OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT
MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

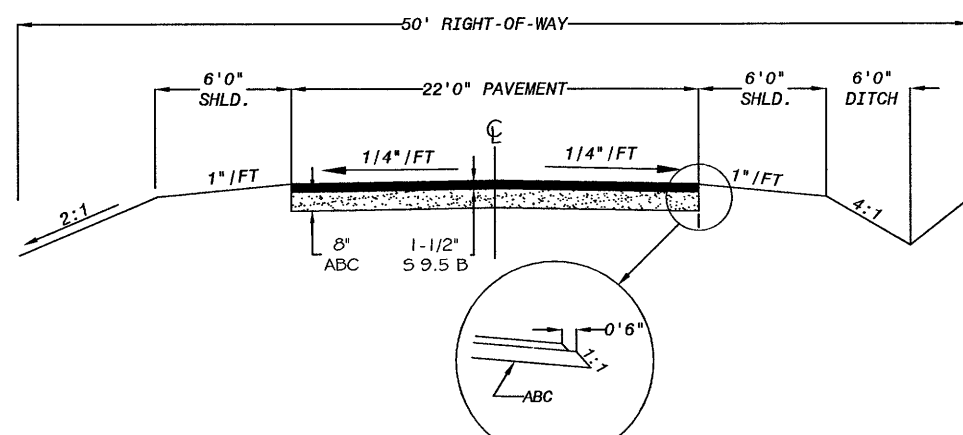
NOTE: NO LOCATION OF UTILITIES OR IMPROVEMENTS WERE
MADE OTHER THAN THOSE SHOWN HEREON. PROPERTY MAY
BE SUBJECT TO UTILITIES, EASEMENTS OR RIGHTS-OF-WAY
UNOBSERVED AT THE TIME OF SURVEY.

NOTE: NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR
RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE
SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE
NOTED HEREON.



Vicinity Map

Not To Scale



TYPICAL LOCAL STREET/CROSS SECTION

CERTIFICATE OF APPROVAL FOR RECORDING

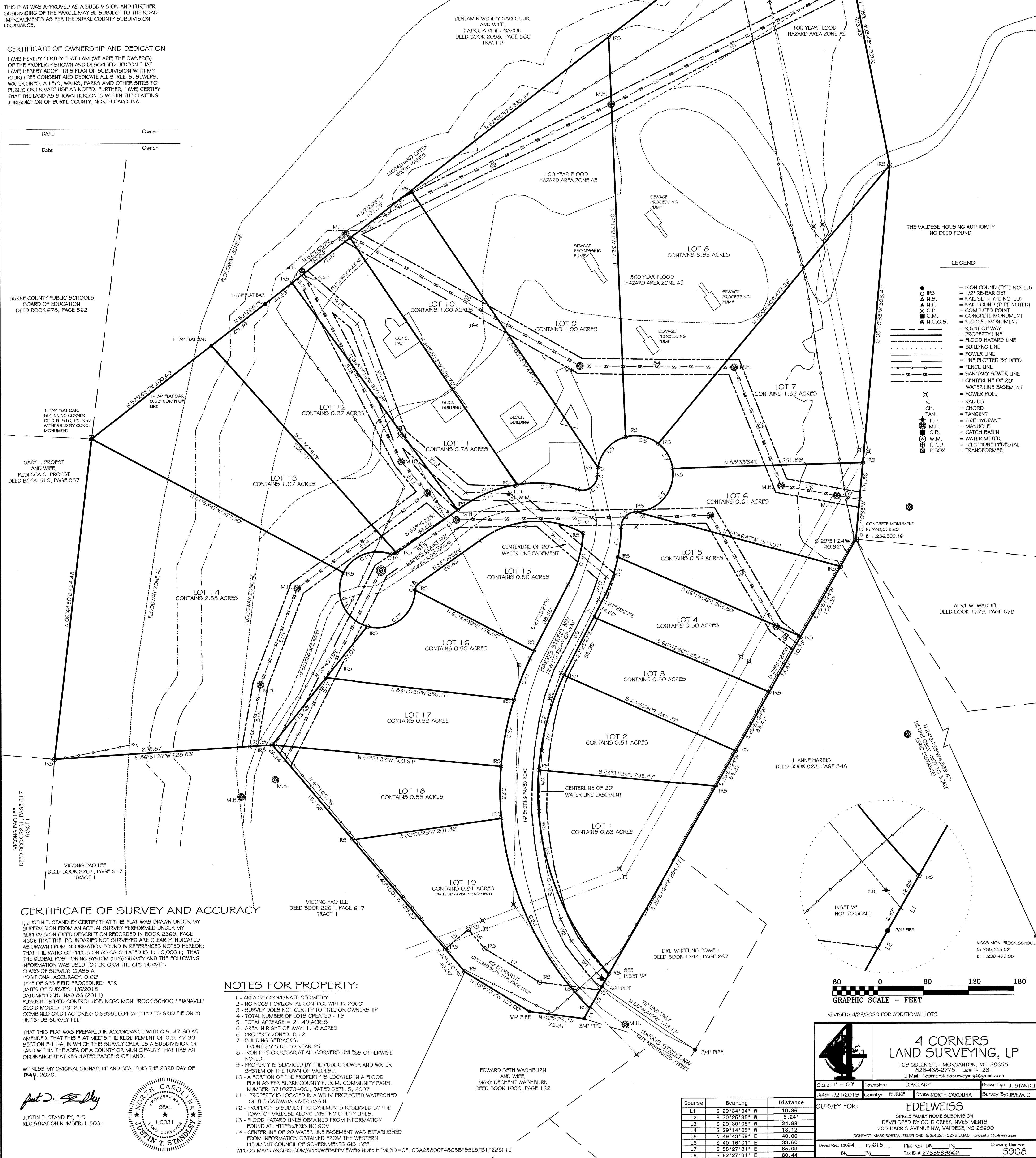
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO
COMPLY WITH THE SUBDIVISION ORDINANCE FOR VALDESE, NORTH CAROLINA AND THAT
THIS PLAT HAS BEEN APPROVED BY THE TOWN CLERK FOR RECORDING IN THE OFFICE OF
THE REGISTER OF DEEDS OF BURKE COUNTY.

TOWN CLERK, TOWN OF VALDESE DATE

Presented For Registration And Recording In This Office In Book
Of Maps _____ Page _____, This The _____ Day
Of _____ 2020, At _____ O'clock _____ M.

Register of Deeds - Burke County

BENJAMIN WESLEY GAROU, JR.
AND WIFE,
PATRICIA RIBET GAROU
DEED BOOK 2068, PAGE 566
TRACT 2



NOTES FOR PROPERTY:

- 1 - AREA BY COORDINATE GEOMETRY
- 2 - NO NCGS HORIZONTAL CONTROL WITHIN 2000'
- 3 - SURVEY DOES NOT CERTIFY TO TITLE OR OWNERSHIP
- 4 - TOTAL NUMBER OF LOTS CREATED - 19
- 5 - TOTAL ACREAGE = 21.48 ACRES
- 6 - AREA IN RIGHT-OF-WAY: 1.48 ACRES
- 6 - PROPERTY ZONED: R-12
- 7 - BUILDING SETBACKS:
FRONT: 30' SIDE: 10' REAR: 25'
- 8 - IRON PIPE OR REBAR AT ALL CORNERS UNLESS OTHERWISE NOTED
- 9 - PROPERTY IS SERVICED BY THE PUBLIC SEWER AND WATER SYSTEM OF THE TOWN OF VALDESE.
- 10 - A PORTION OF THE PROPERTY IS LOCATED IN A FLOOD PLAIN AS PER BURKE COUNTY F.I.R.M. COMMUNITY PANEL NUMBER: 371 0273400L, DATED SEPT. 5, 2007.
- 11 - PROPERTY IS LOCATED IN A WS IV PROTECTED WATERSHED OF THE CATAWBA RIVER BASIN.
- 12 - PROPERTY IS SUBJECT TO EASEMENTS RESERVED BY THE TOWN OF VALDESE ALONG EXISTING UTILITY LINES.
- 13 - FLOOD HAZARD LINES OBTAINED FROM INFORMATION FOUND AT: [HTTPS://FLOOD.NC.GOV](https://flood.nc.gov)
- 14 - CENTERLINE OF 20" WATERLINE EASEMENT WAS ESTABLISHED FROM INFORMATION OBTAINED FROM THE WESTERN FIEDMONT COUNCIL OF GOVERNMENTS GIS. SEE WPCOG.MAPS.ARCGIS.COM/APP/SURVEYVIEWER/INDEX.HTML?ID=OF100A2500F48C5BF99E5FB1F285F1E

Course	Bearing	Distance
L1	S 29°34'04" W	19.36'
L2	S 30°25'35" W	5.24'
L3	S 29°30'08" W	24.98'
L4	S 29°14'05" W	18.12'
L5	N 49°43'59" E	40.00'
L6	S 40°16'01" E	33.60'
L7	S 58°27'31" E	85.09'
L8	S 82°27'31" E	80.44'

4 CORNERS LAND SURVEYING, LP
109 QUEEN ST. - MORGANTOWN, NC 28655
828-438-2778 Cell F-1231
E Mail: 4cornerslandsurveying@gmail.com

Scale: 1" = 60' Township: LOVELADY Drawn By: J. STANDLEY
Date: 1/21/2019 County: BURKE State: NORTH CAROLINA Survey By: JBYEWJLC

SURVEY FOR: EDELWEISS
SINGLE FAMILY HOME SUBDIVISION
DEVELOPED BY GOLD CREEK INVESTMENTS
795 HARRIS AVENUE NW, VALDESE, NC 28680
CONTACT: MARK KOSTAL TELEPHONE: (828) 261-6275 EMAIL: markkostal@eddelweiss.com

Deed Ref: BK64 Pg615 Plat Ref: BK Pg Drawing Number: 5908
BK Pg Tax ID # 2733559662

- .13 If the Planning Board recommended disapproval of the preliminary plat, the subdivider may present the preliminary plat to the Town Council at its next regularly scheduled meeting which follows the Planning Board's decision by at least 20 days. Failure of the subdivider to present the preliminary plat whose disapproval was recommended by the Planning Board at said regularly scheduled Town Council meeting constitutes abandonment of the plat as submitted, but shall not prevent the subdivider from subsequently submitting to the Planning Board a revised preliminary plat for the same parcel of land in accordance with the provisions of this chapter.
- .14 If the Town Council approves the preliminary plat, such approval shall be noted on two plats. One plat shall be retained by the Town Council and one copy shall be returned to the subdivider. If the Town Council approves the preliminary plat with conditions, approval shall be noted on two plats along with a reference to the conditions. One plat along with the conditions shall be retained by the Town Council and one preliminary plat along with the conditions shall be returned to the subdivider. If the Town Council disapproves the preliminary plat, the reasons for such disapproval shall be specified in writing. One plat and the reasons shall be retained by the Town Council and one plat shall be returned to the subdivider.

9-2033.01 Information to be Contained or Depicted on the Preliminary and Final Plats.

The preliminary and final plats shall depict or contain the information indicated in the following table. An "X" indicates that the information is required:

INFORMATION	Preliminary	Final
Title Block Containing <ul style="list-style-type: none"> Property designation Name of Owner Location (including township, county and state) Date or dates survey was conducted and plat prepared A scale of drawing in feet per inch listed in words or figures A bar graph. Name, address, registration number of the registered land surveyor 	X	X
Name of the subdivider	X	X
A sketch vicinity map showing the relationship between the proposed subdivision and surrounding area.	X	X
Corporate limits, township boundaries, county lines if on the subdivision tract	X	X
Names, addresses and telephone numbers of all owners,	X	X

registered land surveyors, land planners, architects, landscape architects, and professional engineers responsible for the subdivision		
Registration numbers and seals of professional engineers	X	X
The boundaries of the tract, or portion thereof, to be subdivided, distinctly and accurately represented with all bearings and distances shown.	X	X
North arrow and orientation	X	X
The names of owners of adjacent properties	X	X
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands.	X	X
The names of any adjoining subdivisions of record or proposed and under review.	X	X
The zoning classifications of the tract to be subdivided and adjoining properties.	X	X
Existing property lines of tract to be subdivided and adjoining properties.	X	X
Existing buildings or other structures water courses, railroads, bridges, culverts, storm drains on the land to be subdivided and land immediately adjoining.	X	X
Proposed lot lines, lot and block numbers, and approximate dimensions	X	X
The lots numbered consecutively throughout the subdivision.		X
Wooded areas, marshes, swamps, rock outcrops, ponds, lakes, streams, streambeds and any other natural features affecting the site.	X	X
<ul style="list-style-type: none"> ▪ The exact location of the flood hazard, floodway and floodway fringe from the community's FEMA maps ▪ Base flood elevation data for subdivisions which contain at least five (5) lots or fifty acres, whichever is less 	X	X

STREET INFORMATION	Preliminary	Final
Proposed streets	X	X
Existing and platted streets on adjoining properties and in the proposed subdivision	X	X
Rights-of-way locations and dimensions	X	X
Pavement widths	X	X
Design engineering data for all corners and curves	X	X
Typical street cross sections	X	X
Street names	X	X
Street maintenance agreement in accordance with Section 9-2050.04 and 9-2050.05 of this chapter.		X
Type of street dedication; all streets must be designated "public" or "private."	X	X

<i>Where public streets are involved which will be dedicated to the Town, the subdivider must submit all street plans to the Subdivision Administrator for approval prior to preliminary plat approval.</i>		
<i>Where public streets are involved which will not be dedicated to the Town, the subdivider shall supply the Subdivision Administrator with all the appropriate documentation for NCDOT District Highway Office review and approval.</i>		
Where streets are to be dedicated to the public, but have not been accepted into the Town or the state system before lots are sold, a statement explaining the status of the streets in accordance with Section 9-2050.05 of this chapter.		X
If any street is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the NCDOT, Division of Highways' Manual on Driveway Regulations.		X
Evidence that the subdivider has obtained such approval	X	X

OPEN/COMMON/PUBLIC SPACE	Preliminary	Final
Location of all easements	X	X
Trails	X	X
Natural buffers	X	X
Pedestrian or bicycle paths	X	X
Parks and recreation areas with specific type indicated	X	X
School sites	X	X
Areas to be dedicated to or reserved for public use	X	X
Areas to be used for purposes other than residential with the purposes of each stated	X	X
The future ownership of recreation and open space lands.	X	
<i>Dedication or reservation for public use to governmental body, for owners to duly constituted homeowners' association, or for tenants remaining in subdivider's ownership.</i>		

UTILITY INFORMATION	Preliminary	Final
Location of all utility easements	X	X
If deemed necessary by the Subdivision Administrator, the plans for utility layouts including: Sanitary sewers Storm sewers Other drainage facilities, if any Water distribution lines Natural gas lines	X	X

Telephone lines		
Cable or Internet lines		
Electric lines		
Plans should illustrate connections to existing systems, showing line sizes, the location of fire hydrants, blow-offs, manholes, force mains and gate valves.		
Plans for individual water supply and sewerage disposal systems, if any	X	X

SITE CALCULATIONS	Preliminary	Final
Acreage in total tract to be subdivided	X	X
Acreage in parks and recreation areas, and other nonresidential uses	X	X
Total number of parcels created	X	X
Acreage of each lot in the subdivision	X	X
Linear feet in streets	X	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the US Department of Interior's National Register of Historic Places	X	X
Sufficient data to determine readily and reproduce on the ground the location, bearing and length of every street line, lot line, boundary line (with errors of closure), block line and building line, whether curved or straight, and including true north point. This should include the radius, central angle, point of tangency, tangent distance and arcs and chords of all curved streets and curved property lines. All dimensions should be to the nearest one-tenth (1/10) of a foot and angles to the nearest minute.		X
The accurate location and description of all monuments, markers and control points		X
A copy of any proposed deed restrictions or similar covenants. Such restrictions are mandatory when private recreation areas are established	X	X
A copy of the erosion control plan submitted to the appropriate authority, if such plan is required.	X	X
Topographic map with contour intervals of no greater than 20 ft. at a scale of no less than 1:24,000.	X	
All certifications required in section 9-2035.04		X
Any other information considered by either the subdivider, Planning Board or Town Council to be pertinent to the review of the plat.	X	X



405 South Sterling Street, Morganton, NC 28655

828 433 5661 / fax 828 433 5662 / info@west-consultants.com

May 18, 2020

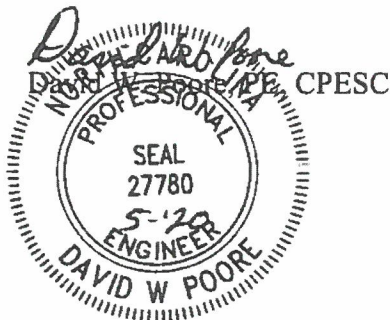
Mr. Larry Johnson
Planning Director
Town of Valdese
P.O. Box 339
Valdese, NC 28690

Re: Edelweiss Subdivision

Dear Mr. Johnson,

Our firm has reviewed the plat for the above referenced subdivision. The plat is for a 19-lot, single family subdivision located at the end of Harris Street NW. The improvements to serve the proposed development include a 22-foot wide paved street with a 50-foot wide public right of way. Water and sewer service will be provided by existing utilities already in place on the tract. It is my opinion that the subdivision, as proposed, conforms to the Town of Valdese Subdivision Ordinance. The subdivider is Cold Creek Investments, Valdese, NC, contact information is Mr. Mark Rostan, 828-261-6275. The surveyor is 4 Corners Surveying, Morganton, NC. Deed Reference is DB 64, PG 615. Please let me know if you need any further information.

Thank you,
WEST CONSULTANTS, PLLC





TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

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

May 20, 2020

Subject: Edelweiss Subdivision

Staff has reviewed the proposed plans and specifications for the Edelweiss Subdivision located at the end Harris Avenue NW. Staff are satisfied that the plans and specs meet public utility requirements.

Additionally, the Town of Valdese has sufficient capacity to serve water and sewer to the proposed property.

Regards,

A handwritten signature in black ink, appearing to read "GP", followed by a large, stylized flourish.

Greg Padgett

Public Services Director

Town of Valdese

PO Box 339

Work: 828-874-6789 Cell: 828-455-5593

gpadgett@valdesenc.gov

www.townofvaldeese.com

PERFORMANCE AGREEMENT

DATE OF AGREEMENT: August ____, 2020

NAME OF DEVELOPER: Cold Creek Investments, LLC

NAME OF SUBDIVISION: Edelweiss

NUMBER OF SUBDIVISION LOTS: nineteen (19)

ESTIMATED TOTAL COST TO COMPLETE IMPROVEMENTS: \$113,800

SECURITY: Cash in the amount of \$142,250.00 deposited with the Town of Valdese

This Agreement is made and entered into by and between the Town of Valdese, a municipal corporation of the State of North Carolina, ("the Town"), and Cold Creek Investments, LLC, a North Carolina limited liability company, (Developer").

RECITALS

A. Developer has presented to the Town for approval and recordation a final subdivision map of a proposed nineteen (19) lot subdivision named Edelweiss (referred to as the "Subdivision") pursuant to the Town's ordinances and regulations and other applicable law relating to the filing, approval and recordation of subdivision maps (the "Subdivision Laws").

B. A preliminary map of the Subdivision has been approved, subject to the Subdivision Laws.

C. The Subdivision Laws establish that as a condition precedent to the approval of a final map the Developer must have either (a) completed, in compliance with Town standards, all of the improvements and land development work required by the Subdivision Laws or (b) have entered into a secured agreement with the Town to complete the required improvements and land development within a period of time specified by the Town.

D. In consideration of the approval of a final map for the Subdivision by the Town Council, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all improvement work required by the Town in connection with the proposed Subdivision. Developer has secured this Agreement by security as required by the Subdivision Laws.

E. Complete plans ("the Improvement Plans") for the construction, installation, and completion of the improvements have been prepared by Developer and approved by the Town. The Improvement Plans include the construction and installation of subdivision streets with related drainage and easements and erosion control facilities and measures as shown on drawings and specifications on file with the Town. These plans are incorporated into this Agreement by this reference. The Subdivision improvements required by the Improvement Plans are sometimes referred to as "the improvements."

F. An estimate of the cost for completing the construction of the improvements and performing land development work according to the Improvement Plans has been made and has been approved by the Town. That estimated cost is \$113,800.

G. The Town has adopted standards for the construction and installation of improvements within the Town. All subdivision improvements must be constructed and installed in accordance with those standards and in accordance with all other applicable codes and construction standards.

H. Developer recognizes that by approval of the final map for the Subdivision, the Town has conferred substantial rights upon Developer, including the right to sell, lease, or finance lots within the Subdivision. As a result, the Town will be damaged to the extent of the cost of installation of the improvements by Developer's failure to perform its obligations to complete construction of the improvements required by the Improvement Plans and this Agreement by the time established in this Agreement. The Town shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by Developer. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Developer shall be within the sole discretion of the Town. Such a remedy would normally be appropriate only when no lots have been conveyed pursuant to the approved map.

NOW, THEREFORE, in consideration of the approval by the Town Council of the final map of the Subdivision, Developer and the Town agree as follows:

(1) DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS.

Developer shall:

(a) Complete by April 30, 2021, at Developer's own expense, all the improvements as set forth in the Improvement Plans; provided, however, the improvements shall not be deemed to be completed until accepted as provided in Section (16) of this Agreement.

(b) Furnish the materials necessary for the completion of the improvements in accordance with the Improvement Plans.

(c) Acquire, or pay the cost of acquisition by the Town, and dedicate all rights-of-way, easements and other interests in real property required for the construction and installation of the public improvements, free and clear of all liens and encumbrances.

(d) Complete the improvements required by the Improvement Plans by the deadline stated in Section (1) (a) above, unless a time extension is granted in writing by the Town.

(2) SECURITY. Developer shall at all times guarantee Developer's performance of its obligations under this Agreement by furnishing to the Town, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by the Town to assure faithful performance of this Agreement in regard to said improvements in an amount of 125 % of the estimated cost to complete the improvements.

The cash security required by this Agreement shall be held by the Town. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) comply with the Subdivision laws and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement.

(3) ALTERATIONS TO IMPROVEMENT PLANS.

(a) Any changes, alterations or additions to the Improvement Plans shall not lessen the improvement security given for faithful performance of this Agreement. If such changes, alterations, or additions agreed to by the Developer and the Town exceed 10% of the original estimated cost of completing the improvements, Developer shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred twenty-five percent (125%) of the total estimated cost of the improvements as changed, altered, or amended.

(b) The Developer shall construct the improvements in accordance with the Town standards in effect at the time of this Agreement. The Town reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or to comply with applicable state or federal law or Town zoning ordinances. If Developer requests and is granted an extension of time for completion of the improvements, the Town may apply the standards in effect at the time of the extension.

(4) INSPECTION. Developer shall at all times maintain safe access for inspection of the improvements by Town inspectors. Upon completion of the work, Developer shall request a final inspection by the Town, or the Town's authorized representative. If the Town, or its designated representative, determines that the work has been completed in accordance with this Agreement, then the Town shall certify the completion of the public improvements. At the option of the Town, such inspections and certifications may be made by a duly licensed engineer contracted by the Developer. No improvements shall be finally accepted by the Town unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable law requires an inspection to be made by the Town at a particular stage of the work of constructing and installing such improvements, the Town shall be given timely notice of Developer's readiness for such inspection and Developer shall not proceed with additional work until the inspection has been made and the work approved. Developer shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the Town pursuant to Section (16) herein.

(5) RELEASE OF SECURITY. The security required by this Agreement shall be released as follows:

(a) The cash security deposited with the Town for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

(b) The Town Council, upon application thereof by the Developer and upon recommendation by the Planning Board, may authorize the release of a portion of the security given for faithful performance of the improvement work as the improvement work progresses.

(6) INJURY TO PUBLIC IMPROVEMENTS, PUBLIC PROPERTY OR PUBLIC UTILITIES FACILITIES. Developer shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments that are destroyed or damaged as a result of any work under this Agreement.

(7) PERMITS. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements required under this Agreement and give all necessary notices and pay all fees and taxes required by law.

(8) DEFAULT OF DEVELOPER.

(a) Default of Developer shall include, but not limited to,

(1) Developer's failure to timely commence construction of the improvements as required under this Agreement;

(2) Developer's failure to timely complete the construction of the improvements as required under this Agreement;

(3) Developer's failure to timely cure any defect in the improvements;

(4) Developer's insolvency, appointment of a receiver for the Developer, or a filing of any petition in bankruptcy either voluntary or involuntary that. Developer fails to discharge within thirty (30) days;

(5) the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(6) Developer's failure to perform any other obligation under this Agreement.

(b) The Town reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The Town shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the Town's damages in event of default by Developer. The right of the Town to draw upon or use the security is additional to and not in lieu of any other remedy available to the Town. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, the Town's damages for Developer's default shall be measured by the cost of completing the

required improvements. The sums provided by the improvement security may be used by the Town for the completion of the improvements in accordance with the Improvement Plans and specifications contained therein.

In the event of Developer's default under this Agreement, Developer authorizes the Town to perform such obligation twenty (20) days after mailing written notice of default to Developer and Developer agrees to pay the entire cost of such performance by the Town.

The Town may take over work and prosecute the same to completion, by contract or by any other method the Town may deem advisable, for the account and at the expense of Developer, and the Developer, and if applicable the Developer's surety, shall be liable to the Town for any excess cost or damages occasioned the Town thereby. In such event, the Town, without liability for so doing, may take possession of and use in completing the work, such materials, appliances, plants and other property belonging to Developer as may be on the site of the work and necessary for performance of the work.

(c) In the event that Developer fails to perform any obligation hereunder, Developer agrees to pay all costs and expenses incurred by the Town in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

(d) The failure of the Town to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.

(9) WARRANTY. Developer shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the Subdivision by the Town against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by Developer in connection with the development of the Subdivision fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, Developer shall without delay and without any cost to the Town, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly or in accordance with this requirement, Developer hereby authorizes the Town, at the Town's option, to perform the work twenty (20) days after mailing written notice of default to Developer and, if applicable, to Developer's surety, and agrees to pay the cost of such work by the Town. Should the Town determine that urgency requires repairs or replacements to be made before Developer can be notified, the Town may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and Developer shall pay to the Town the cost of such repairs.

(10) DEVELOPER NOT AGENT OF THE TOWN. Neither Developer nor any of Developer's agents, contractors or subcontractors are or shall be considered to be agents of the Town in connection with the performance of Developer's obligations under this Agreement.

(11) **INJURY TO WORK.** Until such time as the improvements are accepted by the Town, Developer shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by the Town, Developer will be responsible for the care, maintenance of, and any damage to such improvements. The Town shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by Developer.

(12) **ENVIRONMENTAL WARRANTY.** Prior to the acceptance of any dedications or improvements by the Town, Developer shall certify and warrant that neither the property to be dedicated nor Developer is in violation of any environmental law and neither the property to be dedicated nor the Developer is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Developer's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Developer shall give prompt written notice to the Town at the address set forth herein of:

(a) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(b) Any claims made or threatened by any third party against the Town or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(c) Developer's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

(13) **OTHER AGREEMENTS.** Nothing contained in this Agreement shall preclude the Town from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other Developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the Town ordinances providing therefore, nor shall anything in this Agreement commit the Town to any such apportionment.

(14) **DEVELOPER'S OBLIGATION TO WARN PUBLIC DURING CONSTRUCTION.** Until formal final acceptance of the improvements, Developer shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

(15) **VESTING OF OWNERSHIP.** Upon formal final acceptance of the work by the Town, ownership of the sewer improvements and the streets constructed pursuant to this Agreement shall vest in the Town.

(16) **FINAL ACCEPTANCE OF WORK.** Acceptance of the work on behalf of the Town shall be made by the Town upon recommendation of the responsible engineer after final completion and inspection of all improvements. The Town shall act upon the engineer's recommendation within sixty (60) days from the date the responsible engineer certifies that the work has been finally completed. Such acceptance shall not constitute a waiver of defects by the Town. Final acceptance shall be memorialized by the execution of a certificate of acceptance by the Town Manager, which shall be filed with the Town Clerk with a copy to the Developer. All warranties and indemnities shall run from the date of said certificate of acceptance. The streets within this subdivision are private streets, and despite final acceptance, the Town shall have no responsibility for the maintenance of Subdivision streets.

(17) **INDEMNITY/HOLD HARMLESS.** Neither the Town nor any officer or employee thereof shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents, or employees, contractors and subcontractors in the performance of this Agreement. Developer further agrees to protect, defend, indemnify and hold harmless the Town, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands causes of action, liability, or loss arising out of the sole active negligence of the Town, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements, Acceptance by the Town of the improvements shall not constitute an assumption by the Town of any responsibility for any damage or taking covered by this Section. The Town shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved Improvement Plans or maps, regardless of any negligent action or inaction taken by the Town in approving the plans or map, unless the particular improvement design was specifically required by the Town over written objection by Developer submitted to the Town before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the Developer shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Developer shall not be responsible for routine maintenance.

(18) **PERSONAL NATURE OF DEVELOPER'S OBLIGATIONS.** All of Developer's obligations under this agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Developer shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or to any other third party without the express written consent of the Town.

(19) **TIME OF THE ESSENCE,** Time is of the essence in the performance of this Agreement.

(20) **NO VESTING OF RIGHTS.** Performance by Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance,

(21) **NOTICES.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the Town:

Notice to Town:	Town of Valdese
	PO Box 339
	Valdese, NC 28690

Notice to Developer:	Cold Creek Investments, LLC
	PO Box 758
	Valdese, NC 28690

(22) **COMPLIANCE WITH LAWS.** Developer, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance and construction of the improvements and land development work required by this Agreement.

(23) **SEVERABILITY.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(24) **CAPTIONS.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(25) LITIGATION OR ARBITRATION. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

(26) INCORPORATION OF RECITALS. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(27) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(28) INTERPRETATION. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina, and this Agreement shall be interpreted without regard to any presumption or rule that the agreement or section in question shall be strictly construed against the drafting party.

(29) JURISDICTION. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Burke, State of North Carolina.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date and year first above written.

TOWN OF VALDESE

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

ATTEST:

Town Clerk

COLD CREEK INVESTMENTS, LLC

By: _____
Mark Rostan, Manager

EDELWEISS SUBDIVISION
FOR COLD CREEK INVESTMENTS
PRELIMINARY CONSTRUCTION COST ESTIMATE

January 2020

Item	Quantity & Unit Price	Total
1. Grading to Widen Street to 22 feet	Lump Sum	\$ 3,500.00
2. ABC Stone to Widen Street to 22 feet	200 TN @ \$35.00/TN	7,000.00
3. 1-1/2" Asphalt Overlay 22' wide	170 TN @ \$145.00/TN	24,650.00
4. Street Grading for 2 New Cul-de-sacs	460 LF @ \$50.00/LF	23,000.00
5. ABC Stone for 2 New Cul-de-sacs	580 TN @ \$35.00/TN	20,300.00
6. 1-1/2" Asphalt for 2 New Cul-de-sacs	150 TN @ \$145.00/TN	21,750.00
7. Sewer Service Lateral to Serve Lot #20	120 LF @ \$30.00/LF	3,600.00
	Subtotal	\$103,800.00
	Contingencies (10%)	10,000.00
	TOTAL	\$113,800.00

*This cost estimate provides for costs associated with widening the existing pavement to 22 feet and constructing two new cul-de-sacs to serve the proposed subdivision. Existing water and sewer lines within the development will provide water and sewer service for the proposed lots.

DECLARATION OF RESTRICTIONS

EDELWEISS SUBDIVISION

BURKE COUNTY, NORTH CAROLINA

Know all men by these presents that the undersigned persons who presently own EDELWEISS SUBDIVISION covenant and agree to and with all persons, firms, or corporations who now own or may hereafter own any acreage or lot of land which is a part of the property hereinafter described, is subject to the following covenants and restrictions. Each of these covenants, conditions, reservations, and restrictions are all for the benefit of each owner of land referred to herein as EDELWEISS SUBDIVISION, and as hereinafter described, and shall inure to and pass with each and every lot of such land, and shall bind respective successors in interest of the present owners thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed on all lots contained in EDELWEISS SUBDIVISION, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every lot thereof. The following definitions shall be given for the following terms throughout this document:

1. "Restrictions" shall mean all covenants, reservations, conditions, and restrictions contained within this document.
2. "Lot" shall mean any tract, parcel or acreage contained within the boundaries of EDELWEISS SUBDIVISION.
3. EDELWEISS SUBDIVISION shall mean all the property described herein.
4. "Developer" shall mean Cold Creek Investments, LLC, which presently owns EDELWEISS SUBDIVISION, who has executed this document.
5. "Owners" shall mean any persons who hold title to any real estate known as EDELWEISS SUBDIVISION.
6. EDELWEISS SUBDIVISION shall also be known as EDELWEISS.

The property known as EDELWEISS SUBDIVISION, is described as follows:

Being that property known as EDELWEISS SUBDIVISION as surveyed by 4 Corners Surveying and recorded in Plat Book ___, Page ___, Burke County Registry, to which reference is hereby made for a more specific description.

The covenants, conditions, reservations, and restrictions on the above described property are as follows:

1. RESIDENTIAL USE. All lots, and each and every one thereof, are for single family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment houses, double houses, lodging houses, rooming houses, hospital, sanitarium or doctor's offices, or any multiple-family dwelling shall be erected, placed, permitted or maintained on any lot, or any part thereof. No improvement or structure whatever, other than a detached single-family dwelling and a private garage for not more than three cars, and other approved swimming pool, patios, or other customary outbuildings as hereinbefore and hereinafter provided, may be erected, placed or maintained on any lot. Outbuildings must conform with requirements set forth in Section 5.

(a) Nothing herein contained shall prevent the owner of any lot from constructing a swimming pool, tennis court or other non-commercial recreational facility or structure on such lot wherein a single-family residence is located. All such recreational facilities shall be constructed in conformance with any setback requirements for residences and other buildings as set forth in Sections 3 and 5 of these restrictions.

2. TANKS AND MISCELLANEOUS ITEMS. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried, or walled sufficiently to conceal them from the view of neighboring lots, roads or streets. All clothes lines, garbage cans, equipment, coolers, wood piles, or any type of storage piles shall be walled-in to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Developer prior to construction.

3. CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plot plan showing the location of the principal structure, any garage, patio, driveways, landscaping or other improvements permitted herein, have been filed with and approved by the Developer of EDELWEISS SUBDIVISION, as to quality, workmanship, materials and harmony of external design with existing structures. No cement block or cinder block shall be visible from the exterior of any building or structure. No fence shall be erected, placed, or altered on any lot nearer to any street than the front of the principal building or structure on said lot. No other fence or wall shall be erected, placed, or altered on any lot nearer to any street than the front of the principal building or structure on the lot unless approved by the Developer of said subdivision. All fences must be constructed of wood, brick, rock, or other approved material. No chain link fences allowed without Developer's approval. No vegetable garden shall be planted or permitted on any lot nearer to any street than the front of the principal building or structure on the lot unless approved by the Developer of the subdivision. The approval or disapproval of the Developer, as required by this paragraph, shall be in writing, a copy to be retained by the Developer, and a copy shall be delivered to the prospective builder.

4. DWELLING SIZE. The ground floor area of the main structure, exclusive of one story porches, basements, garages, and carports, shall not be less than 1,400 square feet of heated living area for one story dwelling, no less than 1,800 square feet of heated living area for a dwelling of more than one story. All two-story houses shall have at least 1,150 square feet of heated living area on the first story. A split-level house, for the purpose of these requirements, shall be deemed to be a one and one-half story dwelling. A split foyer dwelling shall be deemed to be a single-story dwelling with basement.

5. BUILDING LOCATION. No building shall be located on any lot nearer than thirty-five (35) feet to the front line, or nearer than twenty (20) feet to any side street line, or nearer than twelve (12) feet to any interior lot line. ~~There shall be a rear yard having a depth of not less than 25% of the average lot depth and not less than 25'. Provided, however, an approved accessory outbuilding may be located in a rear yard if an open unoccupied area equal to 12.5% of average lot depth is provided between the rear of~~

~~the accessory building and the rear lot line, provided, further, that the approved accessory outbuilding shall not be located closer than twelve (12) feet from any lot. Accessory buildings shall be constructed in similar appearance and materials as residence. No metal or prefab accessory buildings allowed.~~

~~6. RECREATIONAL FACILITY. The restrictions herein contained as to residential use shall not prohibit a lot owner from purchasing a lot and constructing thereon, a non-commercial recreational facility. It is provided, however, that if the lot owner desires to construct such recreational facility, that the owner of any lot within 400 feet of any lot line of said lot to be used for recreational purposes must consent in writing to the use of such lot for such recreational facility.~~

7. LOT AREA AND SUBDIVISION OF LOTS. None of the lots shall at any time be subdivided or modified from its present shape, area, or size, and no structure shall be erected on any lot other than as shown on the plat recorded in Book __, Page __. Provided, however, that any vacant lot lying between two existing building lots may be divided to increase the size and area of the adjoining lots. No lot shall be decreased in size, shape, or area after permitted structures have been erected thereon.

(a) No lot shall be used for the purpose of providing pedestrian, vehicular, or other access to property adjoining or otherwise not included in EDELWEISS SUBDIVISION without the written consent of the Developer.

8. UTILITY LINES AND ANTENNAS. All electrical and telephone service lines that lead from the utility company feeder or distribution lines to houses constructed in this subdivision shall be placed underground, and no outside electrical lines shall be placed overhead, but this restriction may be waived by the Developer. [Excepting for modern satellite television dishes of approximately 24" in diameter](#), no exposed or exterior radio or television transmitting and receiving antennas in excess of 18 inches in diameter shall be erected, placed or maintained on any parts of the premises, but this restriction may be waived by the Developer. No receiving antennas of any kind may be placed in the front yard of a house without approval of the Developer. Any waiver of these restrictions shall not constitute a waiver as to other lots.

9. NUISANCES. No obnoxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners or occupants of lots of the property described herein. For the purpose of this restriction, mobile recreational vehicles, such as but not limited to, ATVs, motor bikes, mini-bikes or any other type of noise emitting recreational vehicle or model airplanes, shall be prohibited, and may not be operated on any lot, but this restriction will not prohibit the lawful use of a licensed vehicle for purposes of transportation to and from lots contained within the above described premise. This restriction shall also prohibit the discharge of firearms or pyrotechnics on the premises described herein, and the discharge of such is deemed to be obnoxious and offensive. Nor shall any lot be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean and untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

10. GARAGES. No garage or other outbuilding shall be placed, erected or maintained upon any part of EDELWEISS SUBDIVISION, except for use in connection with a residence already constructed or under construction at the time such garage or other outbuilding is place or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as part of a dwelling house.

11. TEMPORARY STRUCTURES. No structures of a temporary character, or trailers, campers, basements, tents, shacks, garages, barns or other buildings shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer or mobile home shall be moved on the above property either temporarily or permanently, except as provided in the paragraph headed "Occupancy."

12. OCCUPANCY. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction as herein required. Nor shall any residence, when completed,

be in any manner occupied until made to comply with the approved plans, all requirements of these covenants, and all other conditions, reservations and restrictions as set forth herein.

All construction shall be, completed within twelve (12) months from the start thereof, and no building material stored thereon for more than twelve (12) months; provided, the Developer may extend such time, when in their opinion, conditions warrant such extension. No trailer or mobile home shall be placed upon the above premises. No temporary house, temporary building, temporary garage, temporary outbuilding or other temporary structure shall be placed or erected upon any lot other than a contractor's office building or tool house which may be placed on the property during the period of construction of the dwelling house, which temporary structure shall be removed upon the completion of said house.

13. **RESIDENCE CONSTRUCTION.** All residences shall be "site-built" construction. No mobile, modular, or manufactured home may be erected or permitted to remain upon any Lot.

14. **DRIVEWAYS.** All driveways shall be constructed of concrete, asphalt, or other approved hard surface, from the street to the garage.

~~15. **SIGNS OR BILLBOARDS.** No signs of any kind shall be displayed to the public view on any lot, except a sign advertising the property for sale or rent or a sign used by a builder to advertise the property during the construction and sales period, or a sign identifying the owner of the lot. In no event, however, may any sign containing more than four (4) square feet be displayed on any lot.~~

16. **SPORTING EQUIPMENT AND VEHICLES.** No type travel trailer, boat, or other sporting equipment shall be parked, placed, or permitted to remain on any street or street right of way, and such sporting equipment or travel trailer located on any lot must be contained in a garage or approved accessory outbuilding while on said lot. Nor shall any school bus or other commercial vehicles, construction equipment, or other large items of personal property be permitted to remain on any lot, unless first approved by the Developer, and then only if said vehicle or trailer is kept in an approved accessory building, which is completely enclosed. No vehicle shall be continuously parked on any street right of way by an occupant of any lot.

17. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred, or kept. on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No pet or pets shall be allowed to run at large beyond the limits of the lot on which the owner resides. No pet or pets shall be allowed to remain on any lot when tied or penned or otherwise fastened, if they shall continually howl, bark, or otherwise make noises which interfere with the peaceful use and enjoyment of surrounding lots.

18. SIGHT DISTANCES AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet about the roadway shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 50 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines if extended. No tree shall be permitted to remain within such distance or such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. WATER SUPPLY AND/OR SEWAGE DISPOSAL. Neither an individual water-supply system nor an individual sewage-disposal system shall be permitted on any lot, unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Burke County Health Department. Approval of such systems as installed shall be obtained from such authority.

20. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants may be changed in whole or in part by the recording of an instrument signed by a majority of the then owners of the lots with the owners of each such lot having one vote, agreeing to said change or changes.

21. SEVERABILITY. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

22. DRAINAGE. Drainageways shall conform to the requirements of all public authorities, including the County of Burke and the Town of Valdese and the State of North Carolina, to the full extent of authority given them by law, and the natural flow of any stream on said property shall in no way be blocked, dammed or impeded.

23. UTILITY EASEMENTS. Utility easements along lot lines are as shown on the plat of EDELWEISS SUBDIVISION as recorded in Book __, Page __, Burke County Registry.

24. ENTRANCE SIGNAGE. Care and maintenance of entrance sign and landscaping at sign and entrance road shall be provided by the EDELWEISS SUBDIVISION lot owners.

25. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity by the Developer or any owner against the person or persons violating or attempting to violate any restriction either to restrain violation or to recover damages. Provided, further, that should the Developer or any owner or owners employ counsel to enforce any of the foregoing restrictions by reason of the breach of the same, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the person or persons found in such proceeding to be violating these restrictions, all such amounts shall be deemed to be liquidated damages.

Provided, further, that no delay or omission on the part of the Developer or owners of any lots in such premises of exercising any right, power or remedy herein provided in the event of any breach of the restrictions herein contained shall not be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of their failure to bring any action on account of any breach of these restrictions, or for imposing restrictions herein which may be unenforceable by the Developer or owners.

Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

All persons, firms, or corporations for themselves, their heirs or assigns, who purchase or acquire in any way, a lot, parcels or tracts of property in EDELWEISS SUBDIVISION as above described, agree to be bound by the covenants and restrictions as herein contained.

IN TESTIMONY WHEREOF, the Developer have hereunto caused this instrument to be executed, this _____ day of _____, 2020.

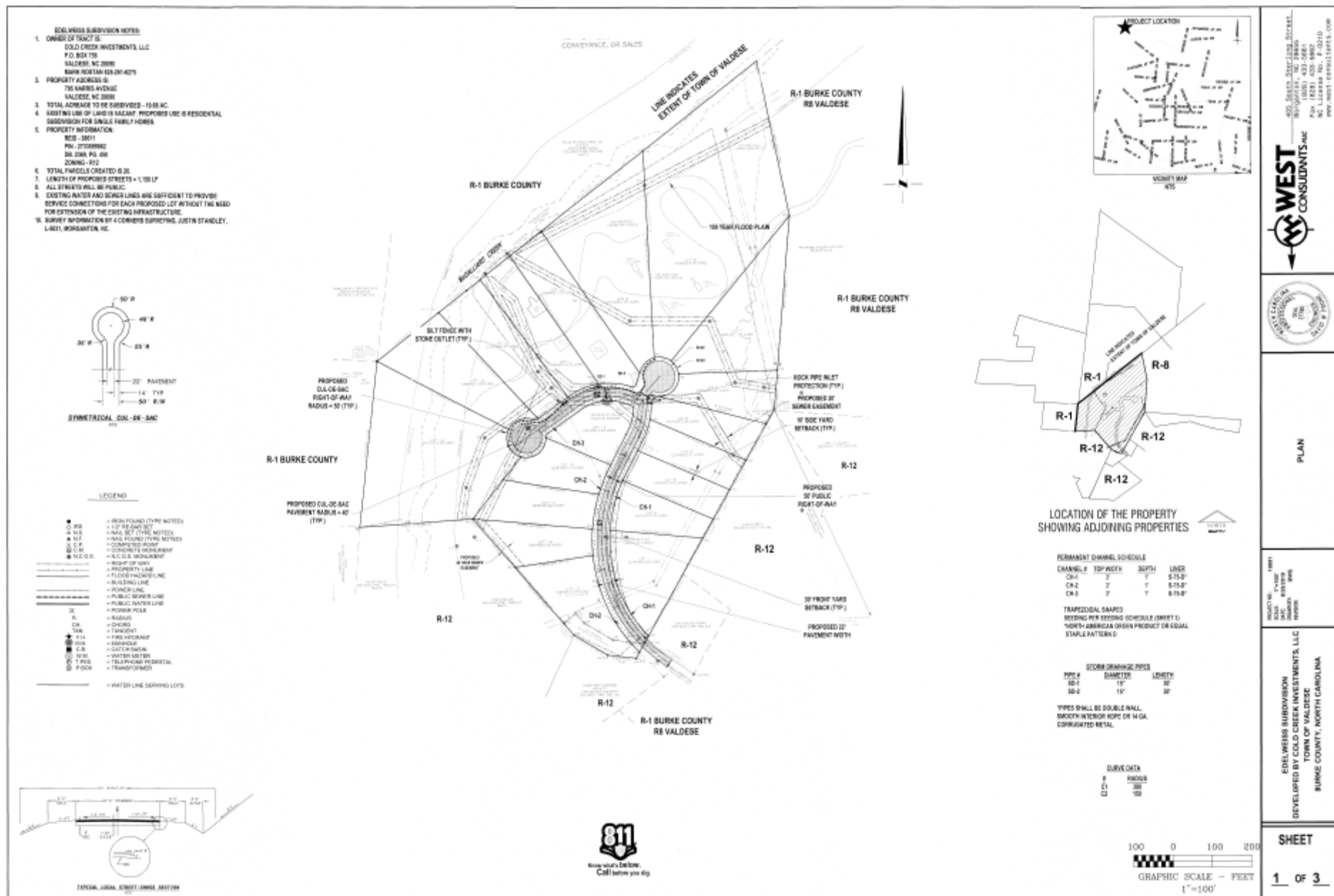
Cold Creek Investments, LLC - Developer

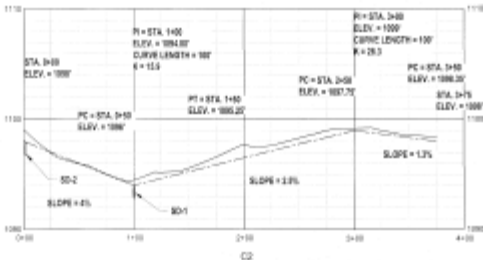
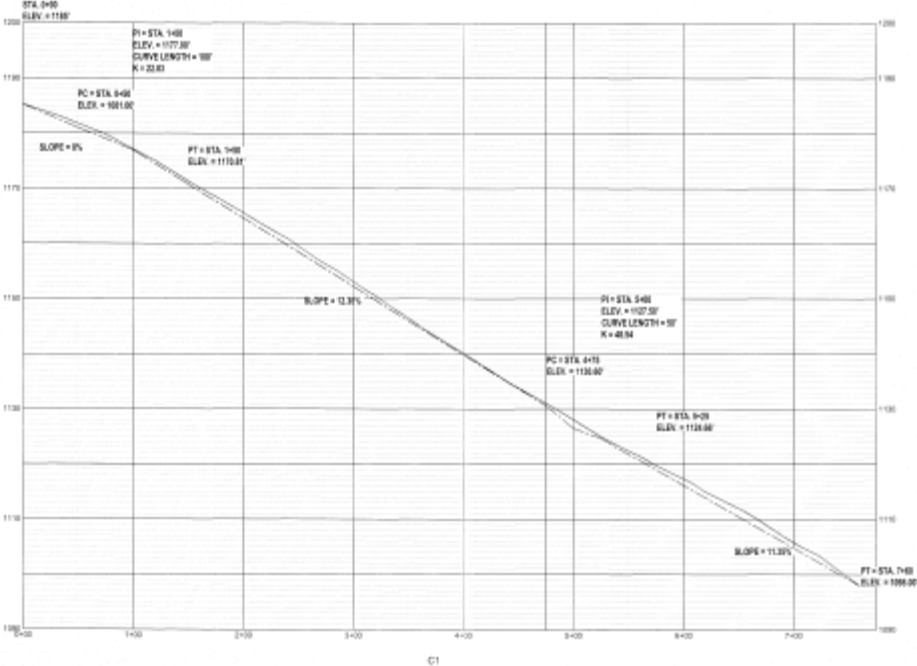
By: _____ (SEAL)

Michael Brem Bonner, Member/Manager

By: _____ (SEAL)

John Mark Rostan, Member/Manager





405 SOUTH BELLFLOWER STREET
SUITE 100
P.O. BOX 10001
TALLAHASSEE, FL 32310
TEL: 904.241.1000
WWW.WESTCONSULTANTS.PNC

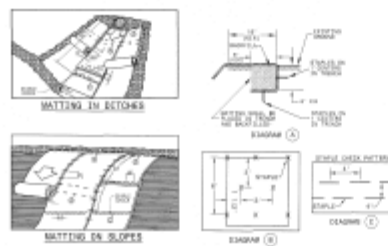


PROFILES

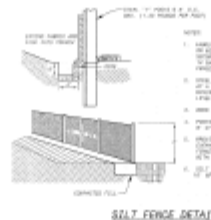
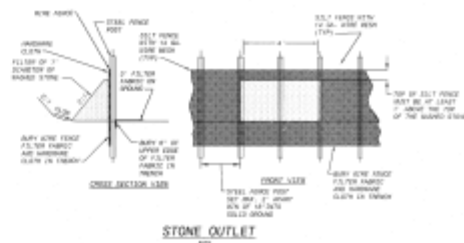
PROJECT: 18000
SHEET: 81 OF 84
DRAWN BY: JMM
CHECKED BY: JMM

EDELWEISS SUBDIVISION
DEVELOPED BY GOLD CREEK INVESTMENTS, LLC
TOWN OF VALDESE
BURKE COUNTY, NORTH CAROLINA

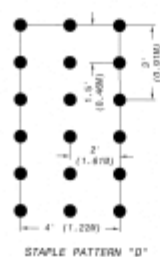
SHEET



WATTING INSTALLATION DETAIL



SALT FENCE DETAIL



STAPLE PATTERN "D"

NORTH AMERICAN GREEN
STAPLE PATTERN D: 4" (1.28) RIDE ROLLS
INSTALL USING 3.4 STAPLES/YD OR 4.1 STAPLES/W SD). 6" (15.2 CM),
11 GA. WIRE "U" SHAPED STAPLES, LONGER STAPLES MAY BE REQUIRED
FOR LOOSE SOIL CONDITIONS. LARGER GAUGE STAPLES MAY BE NEEDED
FOR COMPACTED OR ROCKY SOILS. SECURE ROOF BY PLACING
STAPLES/STAKES USING THE NOTED SPACING.

GROUND STABILIZATION TIMEFRAMES		
SITE AREA DESCRIPTION	STABILIZATION	TIMEFRAME EXCEPTIONS
PERMANENT DROPS, SWALES AND SLOPES	7 DAYS	NONE
HIGH QUALITY WATER SENSITIVE ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 3:1 IN LENGTH
ALL OTHER AREAS WITH SOILS CLASSIFIED TYPICALLY	14 DAYS	14 DAYS

[illegible]

2008 South Starling Street
Morganton, NC 28655
(828) 433-9991
Fax (828) 433-5662
NC License No. P-02719
www.east-coastplants.com



EROSION CONTROL DETAILS

Submitted by: TROTT
CALL: 1-800-451-1000

EDELWEISS SUBDIVISION
 PREPARED BY COLD CREEK INVESTMENTS, LLC
 TOWN OF VALDESE
 BURKE COUNTY, NORTH CAROLINA

SHEET

Valdese Town Council Meeting

Monday, August 3, 2020

Budget Amendment #

1

Subject:

Solar radar speed sign

Description:

Location of sign will be on Laurel St near Forest Dr.

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, 2021:

Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		3,450
Total		\$0	\$3,450

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.5600.330	Supplies & Equipment	3,450	
Total		\$3,450	\$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, August 3, 2020

Capital Project Ordinance Amendment # 1-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
 This recognizes \$100,000 reserved in the operating budget to be transferred into the project fund. These funds will be used to help pay for architect fees and other upfront costs associated with the project.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.000	Transfer to Project		100,000
Total		\$0	\$100,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.040	Professional Services	100,000	
Total		\$100,000	\$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.