



**Town of Valdese  
Town Council Meeting  
102 Massel Avenue SW, Valdese  
Monday, February 1, 2021  
6:00 P.M.**

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

<b>OPTION 1</b> - Join the meeting through Zoom on your computer, tablet, or smartphone
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Simply click on the following link or type it into your internet browser:
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<a href="https://us02web.zoom.us/j/83373453625">https://us02web.zoom.us/j/83373453625</a>
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Meeting ID: 883 7345 3625
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Passcode: 962325
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<b>OPTION 2</b> - Join the meeting through audio only via telephone
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Simply call the following number:
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1 (646) 558 - 8656
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When prompted, enter the Meeting ID: 883 7345 3625, followed by the Pound sign (#). Passcode: 962325
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Depending on your carrier, long distances charges may apply.
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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 January 4, 2021
- B. Approval of Cash Security Request for Edelweiss Subdivision

7. **New Business**

- A. WPCOG Valdese Lakeside Park Grant Administration Contract
- B. Capital Project Ordinance Amendment
- C. Budget Amendments

8. **Manager's Report**

- A. Next Council meeting scheduled for Monday, March 1, 2021, 6:00 p.m.

9. **Mayor and Council Comments**

10. **Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Black  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** January 29<sup>th</sup>, 2021

**Subject:** Monday, February 1, 2021 Council Meeting

### 6. Consent Agenda:

#### A. Approval of Regular Meeting and Closed Session Minutes for January 4, 2021

#### B. Cash Security Request for Edelweiss Subdivision

Enclosed in the agenda packet is a memo and supporting documentation from Planning Director Larry Johnson for the request of cash security from Cold Creek Investments, LLC, in the amount of \$46,800.00. Council approved the Performance Agreement for Edelweiss Subdivision at the August 2020 meeting, allowing the developer to seek a return of the cash security deposited with the Town.

### 7. New Business:

#### A. WPCOG Valdese Lakeside Park Grant Administration Contract

Enclosed in your agenda packet is a memo from Parks & Recs Director Doug Knight and an agreement with the Western Piedmont Council of Governments for provision of technical assistance: Valdese Lakeside Park Grant Administration. The agreement will not exceed \$10,000 for services from beginning July 1, 2021, to June 30, 2022. WPCOG has already been working with the Town to administrate the Grant reimbursement process, but we currently do not have a contract. Funds have already been collected to pay for this contract

**Requested Action:** Staff recommends that Council approve the agreement with WPCOG for technical assistance: Valdese Lakeside Park Grant Administration, as presented.

#### B. 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.

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

#### C. Budget Amendment

Enclosed in the agenda packet are two Budget Amendments prepared by Finance Director Bo Weichel. These amendments 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 Amendments as presented.

# READING MATERIAL

# VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT

DECEMBER 1st-31st, 2020

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF DECEMBER, 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	302 HOURS
VEHICLE DUTY	102 HOURS
EQUIPMENT DUTY	44 HOURS
EMERGENCY RESPONSES (ON DUTY)	57 HOURS
TRAINING (ON DUTY)	32 HOURS
FIRE ADMINISTRATION	160 HOURS
TRAINING ADMINISTRATION	10 HOURS
MEETINGS	9 HOURS
FIRE PREVENTION ADMINISTRATION	19 HOURS
FIRE PREVENTION INSPECTIONS	6 HOURS

<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	0	0
BUSINESS	0	0
DAYCARE	0	0
EDUCATIONAL	0	0
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	1	30
RESIDENTIAL	0	0
FOSTER HOMES	1	0
UTILITY/MISC	0	0
REINSPECTIONS	1	28
<b>TOTAL:</b>	<b>3</b>	<b>58</b>

PUBLIC RELATIONS	6 HOURS
HYDRANT MAINTENANCE	0 HOURS
SAFETY ADMINISTRATION	45 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	1 HOURS
EXTRA DUTY FIRES	24 HOURS
NON-DEPARTMENTAL DUTIES	0 HOURS
EXTRA DUTY TRAINING	0 HOURS
EXTRA DUTY FIRE/MED STANDBY	0 HOURS
PHYSICAL TRAINING	2 HOURS
EXTRA DUTY MEDICAL RESPONSES	32 HOURS
VOLUNTEER FIREFIGHTER TRAINING	39 HOURS
<b>TOTAL TRAINING MANHOURS:</b>	<b>71 HOURS</b>

**FIRE DEPARTMENT EMERGENCY RESPONSES:**

<b><u>FIRE:</u></b>	<b><u>MONTHLY TOTAL</u></b>
FIRE ALARM	11
MUTUAL AID TO STATION 67	0
MUTUAL AID TO STATION 63	0
MUTUAL AID TO STATION 66	0
SEARCH AND RESCUE	0
OUTSIDE FIRE	0
ELECTICAL HAZARD	2
SERVICE CALLS	2
VEHICLE FIRE	1
UNFOUND	<u>0</u>
	<b>16</b>
<b><u>MEDICAL:</u></b>	
ABDOMINAL PAIN	1
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	1
BACK PAIN	1
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	2
CHOKING	0
CODE BLUE	2
DIABETIC	0
DOA	2
FAINTING	1
FALL	7
GUNSHOT	0
LACERATION/HEMORRAGE	1
OTHER	1
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	9
SEIZURE	0
SICK	2
STABBING	0
STROKE	1
TRAUMATIC INJURY	1
UNCONSCIOUS	<u>0</u>
	<b>33</b>
<b><u>FIRE AND MEDICAL:</u></b>	
MOTOR VEHICLE ACCIDENT	<u>1</u>
	<b>1</b>
<b><u>TOTAL RESPONSES:</u></b>	<b><u>50</u></b>

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GREG STAFFORD, CHIEF  
VALDESE FIRE DEPARTMENT

**VALDESE FIRE DEPARTMENT  
ANNUAL ACTIVITY REPORT-2020**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING 2020. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND ALSO THE TYPE AND NUMBER OF EMERGENCY RESPONSES.

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<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	2708 HOURS
VEHICLE DUTY	1460 HOURS
EQUIPMENT DUTY	782 HOURS
FIRE ADMINISTRATION	2240 HOURS
TRAINING ADMINISTRATION	223 HOURS
MEETINGS	140 HOURS
FIRE PREVENTION ADMINISTRATION	120 HOURS
FIRE PREVENTION INSPECTIONS	115 HOURS
<b>TOTAL NUMBER OF INSPECTIONS PERFORMED:</b>	<b>62</b>
<b>TOTAL NUMBER OF VIOLATIONS:</b>	<b>644</b>
SAFE KIDS ADMIN/CRS INSPECTIONS	62 HOURS
PUBLIC RELATIONS	95 HOURS
HYDRANT MAINTENANCE	111 HOURS
SAFETY ADMINISTRATION/INSPECTIONS	380 HOURS
PHYSICAL TRAINING	522 HOURS
TRAINING	1248 HOURS
ON-DUTY EMERGENCY RESPONSES	673 HOURS
OFF-DUTY EMERGENCY RESPONSES	722 HOURS
FIRE/MEDICAL STANDBY	8 HOURS
OFF-DUTY TRAINING	321 HOURS
<b>TOTAL TRAINING MANHOURS:</b> (INCLUDES VOLUNTEER FIREFIGHTERS)	<b>2996 HOURS</b>
<b>FIRE RESPONSES:</b>	<b>183</b>
<b>MEDICAL RESPONSES:</b>	<b>400</b>
<b>FIRE/MEDICAL RESPONSES:</b>	<b><u>24</u></b>
<b>TOTAL NUMBER OF RESPONSES:</b>	<b>607</b>

## Town of Valdese Personnel Report

(New Hires will be introduced when we return to the Council Chambers)

	<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<b><i>Promotions</i></b>					
<b><i>New Hires</i></b>	Officer Charles "Gregg" Woody	Police Officer		Police Department	12/21/2020
	John Burnett	Fire Engineer	Has been PT with the Fire Department since 2018.	Fire Department	1/4/2021
	Carla Waycaster	Water Treatment Plant Operator C		Water Treatment Plant	1/14/2021
	Josh Evans	Utility Field Tech		Public Works	1/19/2021
<b><i>Transfers</i></b>					
	Annie Hogan	Assistant Community Affairs Director	Customer Service Rep	Community Affairs	1/11/2021



**Surplus Personal Property Report for Valdese Town Council**  
**February 1, 2021**  
**(August 1, 2020-January 31, 2021)**

<u>Date</u>	<u>Dept</u>	<u>Item(s)</u>	<u>Method of Disposal</u>	<u>Sold To</u>	<u>Selling Price</u>
21 Jul 2020	Public Works	1982 555 ford backhoe	Sold on Govdeals	Holland Rentals	\$9,150.00
21 Jul 2020	Public Works	2007 Chevrolet Silverado Classic 1500 LS Ext. Cab 4WD	Sold on Govdeals	Tim Norman	\$6,025.00
08 Jan 2021	Public Works	1997 Dodge Caravan	Sold on Govdeals	Jeffery Eugene	2175.00

## **Memorandum**

To: John Black, Mayor  
Town Council

From: Roy Sweezy, Planning Board Chair  
Planning Board Members  
Larry Johnson, Planning Director

Date: January 29, 2021

Subject: Food Truck Recommendations

Town Council has requested a recommendation from the Planning Board on the permitting of food trucks in Valdese. The Planning Board would like to provide Town Council with the language under consideration to move toward a recommendation.

In your reading material are the requirements/provisions that the Planning Board is considering. The Planning Board also solicited input from food truck vendors and other municipalities to establish the requirements or provisions. The Planning Board is now requesting input from Town Council members as it formulates and prepares a final recommendation.

Following your review, please contact the Planning Board Chair or the Planning Director with your comments or questions. Your input will be presented to the planning board members for discussion at the February Planning Board meeting.

## **PROPOSED FOOD TRUCK REQUIREMENTS/PROVISIONS**

### **PLANNING BOARD(1/25/2021)**

#### **A. DEFINITIONS**

- (1) Mobile vendor – a readily movable trailer or motorized wheeled vehicle, currently registered with the NC Division of Motor Vehicles, designed, equipped, and Health Department approved to serve food and/or sell merchandise.**
- (2) Food truck – a motorized vehicle with power onboard, refrigeration, food preparation facilities, usually room for two (2) to four (4) employees. Food trucks shall also be considered a mobile vendor for this section.**
- (3) Special Event – Use of a mobile vendor in an activity by a resident, church, school, or charitable organization**

#### **B. PERMITTING**

- **Permit fee \$500.00 annually or \$50.00 per event**
- **Permit valid through December 31 of the year issued**
- **Permits issued through the Community Affairs Department. Code Enforcement or Planning divisions will ensure compliance with the requirement/provisions of the ordinance.**
- **Events sponsored by the Town, do not count toward the maximum number of days.**
- **Food Trucks shall not remain onsite overnight**
- **Food Trucks shall operate between the hours of 10 am to 2 pm OR 4 pm to 8 pm. Exception Town-Sponsored or Special event approved by the Town**
- **Food Truck Vendor shall provide the following documentation:**
  - a. Signed Approval from Property Owner for each location**
  - b. Provide proof of compliance from the local Health Department and/or the North Carolina Department of Health.**
  - c. A mobile food vendor's permit shall be placed in a conspicuous location for public inspection**
  - d. Proof of Liability Insurance (\$1,000,000.00). The vendor is required to provide annually a Certificate of Insurance listing the Town of Valdese as an additional insured.**

### **C. REGULATIONS**

- Food Trucks are permitted to operate in all zoning districts, except residential (R-12, R-12A, R-8)
- Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be under NC state building code
- Shall operate only on private property, unless part of a town-sponsored event
- Food Trucks are prohibited within the public street right-of-way, sidewalk, or town-owned property, except during a town-sponsored event.
- Food vending vehicles shall not be located in required setbacks, sight distance triangles, and shall not block emergency access, fire lanes, driveways or other access to buildings, or impedes, interferes with pedestrian or vehicular traffic”

### **D. Distance Requirements:**

- Must be positioned a minimum of 200 feet from a restaurant. All of the parcels are considered within 200 feet, even if only a portion of the parcel lies within the distance requirements.
- Must be positioned a minimum spacing of 20 feet from another food truck (unless a town-sponsored event), and any structure located on the parcel.
- Shall maintain a minimum 10 feet setback from a fire hydrant or fire department connection.
- Must be setback 10 feet from any property line in a residential district, when permitted as a special event.

### **EXCEPTIONS TO THE 200 FEET DISTANCING REQUIREMENTS:**

- a. Written approval from all eating establishments located within the 200 feet distance requirement supporting a closer proximity
- b. The mobile vendor is under the same ownership of the establishment serving food and is operating on the same lot

- E. No liquid, grease, or solid wastes may be discarded from the food truck. No waste may be disposed of in storm drains, the sanitary sewer system, or the public street
- F. Trash receptacles shall be provided by the property owner, designee, or food vendor for customers. Proper disposal of waste and trash associated with the operation is the

responsibility of the food truck vendor, property owner, or designee at the end of each business day. Town of Valdese receptacles are not to be used for disposal

#### **SUSPENSION/REVOCATION OF PERMIT**

- a. Permit issued for a mobile food vendor may be revoked if the vendor violates any of the provisions of the ordinance
- b. The town manager or designee may revoke the permit if he or she determines the mobile vendor's operations are causing parking, traffic congestion, or litter problems either on or off the property where the use is located or otherwise creating a danger to public health or safety
- c. A permit may be denied, suspended, or revoked for fraud or misrepresentation in the application for the permit or in the conduct of the business, or constitute a danger to the public health, safety, welfare, or morals, or for conduct which is contrary to the provision of this division. Notice of revocation shall be made in writing to the permit holder.

#### **SPECIAL EVENTS**

1. The town of Valdese may grant exceptions for town approved special events
2. A food truck is permitted to operate in a residential district as a town approved special event. Food Trucks operating in a residential district shall be subject to the following:
  - a. Operate only as an accessory use on a property
  - b. The special event duration shall be for one day with a maximum of 10 events per year.
  - c. Meet all provisions the mobile vending or food trucks

**AMI PROJECT BRIEFING & WATERSMART PROGRAM PRESENTATION:** Andy Honeycutt, MeterSYS President/Program Administrator, Mike Kimmelman, MeterSYS Project Manager, and Lisa Nguyen, Data Manager, briefed Council on the Advanced Metering Infrastructure (AMI) project and introduced the WaterSmart program portal. The following presentation was shared:

The image is a presentation slide for the 'Town of Valdese AMI Project Briefing'. The title is at the top left in a large, dark font. Below it is the date 'JANUARY 4, 2021'. On the top right is the 'VALDESE NORTH CAROLINA' logo, which includes a silhouette of a town. A vertical line separates the header from the main content area. The main content area has a blue vertical bar on the left with the text 'Project Objectives'. To the right of this bar is a bulleted list of eight project objectives. In the bottom right corner, there is a 'MeterSYS' logo with a stylized bar chart icon.

January 4, 2021, MB#31

## MeterSYS Project Management Services



Served as Town's advocate for all aspects of implementation

Provided network and system management oversight to maintain AMI 3-day reading window rate of 98.5%

Provided financial oversight of Mueller credits, quotes, invoices, etc. and supported reimbursement requests to the State

Managed install progression and alerts/alarms, and completed quality assurance audits

Completed system interface and conducted routine system data checks for all billing files and Mi.Host

WaterSmart interface completed on Dec. 15, 2020; soft roll-out to internal City staff and Council completed; Go live is today

System and job specific/situational training for Customer Service/Billing and Field staff completed

## Communications Management Overview

- ✓ Developed communications plan for project and materials in coordination with Town team
  - ✓ Press Releases, AMI FAQs, Key Messages, Door Hangers, AMI project page
- ✓ Established customer hotline
- ✓ Install sub-team coordination of critical customers and large / commercial customers



## AMI Network and Management Overview

- ✓ Coordinated response for collector and repeater mitigation
- ✓ Re-routed meters for optimal network performance
- ✓ Established 3-day read window standard
- ✓ Coordinated daily troubleshooting of non-reporting meters

Device Summary Report

From: 12/24/2020

To: 12/27/2020

View

Total:

Expected Communications	Successful Communications	% Successful Communications	Unsuccessful Communications	% Unsuccessful Communications
5432	5414	99.7%	18	0.3%

January 4, 2021, MB#31

## Utility Billing Systems Integration and Management Overview



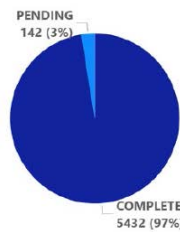
- ✓ Developed routine for status calls and timeline for interface
- ✓ Developed interface files
- ✓ Completed robust testing of all files
- ✓ Managed NOC requests and issue resolution
- ✓ Provided data quality audits and system and database cleanup support
- ✓ Reconfigured alerts to reduce number of unnecessary alerts being generated
- ✓ Cleared all non-reporting and old read meters
- ✓ Trained staff on billing process and data flow
- ✓ Created job aides for staff resources

## AMI Meter Installation Overview

5432

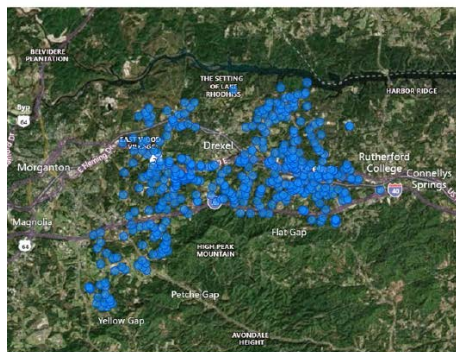
INSTALLATIONS COMPLETE

Meter Installation Status, Project-to-Date

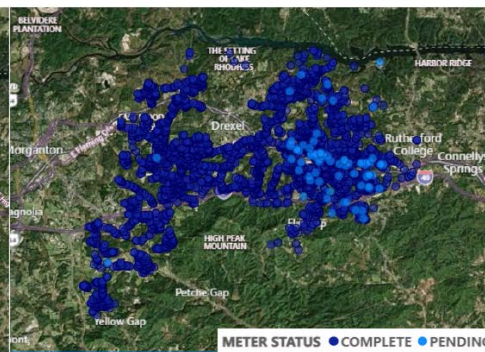


The pending (3%) accounts are comprised of Vacant (Skips) and Do Not Install (DNI) accounts and Return to Utility (RTU) accounts that the Town will complete

METERSYS COMPLETED QA AUDIT LOCATIONS MAP



VALDESE METER INSTALL LOCATIONS MAP



## Valdease AMI Meter Replacement Locations Map

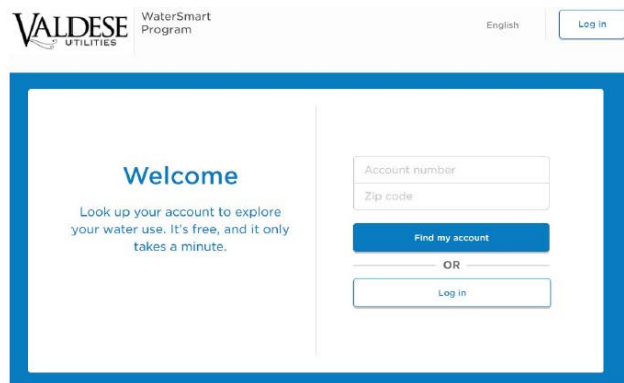


## Next Steps

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### AMI Project Closeout Meeting with Town Project Team Tomorrow to Review:

- Financials and Project Documentation Deliverables
- Inventory and Equipment Ordering
- Training
- Network Infrastructure and Route Acceptance
- Mi.Net System Acceptance
- State Compliance Checklist
- Project Sign-off



### Your WaterSmart Customer Engagement Platform

### WaterSmart Program Objectives

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LEVERAGE  
AMI DATA



INCREASE  
DIGITAL  
ENGAGEMENT



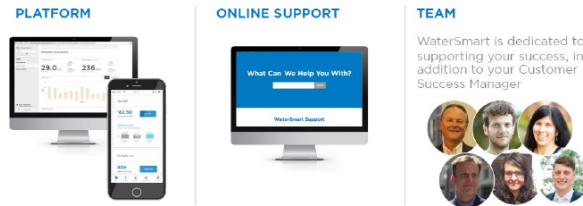
IMPROVE  
WATER-USE  
EFFICIENCY



INCREASE  
SATISFACTION

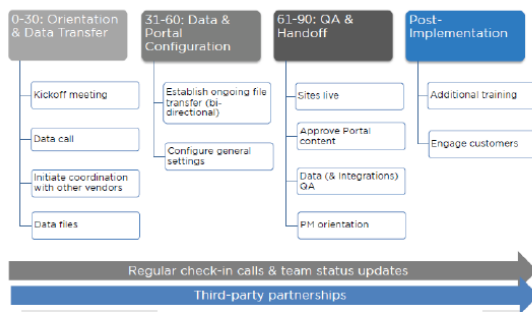
## WaterSmart Platform Features

- Online Customer Self-Service Portal
- Water Consumption Data Aggregation and Analytics
- Mass Customized Messaging
- Automated Alerts and Notifications
- Digital Forms and Automated Workflows
- Link to Online Bill Payment



## WaterSmart Interface Summary

### 30-60-90 Timeline



- ✓ Interface completed on Dec. 15, 2020
- ✓ Soft roll-out to City staff and Council members completed
- ✓ Utility staff has receiving training (in progress of scheduling job specific training on customer engagement analytics and communications in Jan. 2021)
- ✓ Go live date is today

Mayor Pro Tem Stevenson thanked everyone that worked on this project.

**APPROVED SPECIAL BONUS FOR 2020:** Finance Director Bo Weichel reminded Council that at the June 2020 Council meeting, the Town entered into an agreement with Burke County for access to an allocation of reimbursement funds under the CARES Act Funding to support our response to COVID-19 issues. Mr. Weichel also noted that the Town was eligible for \$124,380 in funds. One of the eligible expenses was Public Safety salaries, which was the route staff chose to go. These were unplanned revenues that were placed in Fund Balance. Mr. Weichel also reminded Council that we did not include any employee increases when the budget was adopted in 2020. Mr. Weichel suggested using this money to go towards a one-time bonus for each full-time employee in the amount of \$1,000 net-pay, and the Town would pay for the taxes. For 69 employees, this would make the total amount \$113,000.

Councilwoman Hildebran and Councilman Thompson asked if we were going to need the \$124,380 for anything else. Councilman Ogle asked for clarification on how the employee will pay for the taxes and has concerns that this money may be needed for the Police and Fire Safety building. Mr. Weichel explained that there is a set amount of 22% that the Town can pay on the taxes and the FICA taxes, which is 7.65%. Town Manager Seth Eckard feels that this is the best use for this money. Mr. Eckard stated that our essential workers have had to continue to work through the COVID-19 pandemic and feels it would be a morale booster. Councilman Sweezy noted that this is an ideal situation for using the funds since the funds have to be used for COVID-19 related items. Mr. Eckard shared that we were conservative when it came to revenue estimations, and fortunately, we have done a good job with revenues and keeping costs down.

Councilman Thompson made a motion to approve the special employee bonus for 2020, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Valdese Town Council Meeting

Monday, January 4, 2021

Budget Amendment #

5

Subject: Amend debt service payment for 2018 Water Systems Improvement project

Description: Due to several approved change orders throughout the duration of the project, the original debt service payment of \$19,941 that is budgeted in the FY20-21 adopted budget, increases by \$1,714.

**Proposed Action:**

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2020:

**Section I:**

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Fund Balance Appropriated		1,714
Total		\$0	\$1,714

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.910	Debt Service	1,714	
Total		\$1,714	\$0

**Section II:**

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

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

Valdese Town Council Meeting

Monday, January 4, 2021

Budget Amendment #

6

Subject: Special bonus for 2020

Description: This amendment is for the special bonus given by Council to full time town employees for meeting the challenges of 2020 successfully. Due to unexpected revenues covering budgeted Police and Fire salaries, this appropriates the unplanned revenues for bonus pay.

**Proposed Action:**

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2020:

**Section I:**

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3350.030	Other Revenues		113,238
Total		\$0	\$113,238

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4100.999	Contingency Expense	113,238	
Total		\$113,238	\$0

**Section II:**

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

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

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

Town Offices will be closed on Monday, January 18, 2021 in Observance of Martin Luther King Day.

**MAYOR AND COUNCIL COMMENTS:** Councilwoman Stevenson shared that she has been approached by a Valdese citizen that wanted to know why we do not have Food Trucks in Valdese. Planning Director Larry Johnson explained that it would be on the Planning Boards agenda in the next few months for consideration.

**ADJOURNMENT:** At 6:44 p.m., there being no further business to come before Council, Mayor Pro Tem Stevenson asked for a motion to continue the meeting until Wednesday, January 13<sup>th</sup>, 2021, at 10:00 a.m. to discuss the Public Safety Building project electronically via Zoom. Councilman Ogle made a motion to continue, seconded by Councilman Sweezy. The vote was unanimous.

**CONTINUATION OF THE JANUARY 4, 2021 COUNCIL MEETING:** At 10:00 a.m. Mayor Black reconvened the January 4, 2021, Council Meeting to discuss the new Public Safety building. Town Manager Seth Eckard introduced the reason for the meeting to discuss the comparison of two potential sites for the building. Marty Beal, Architect, with CBSA Architects, RJ Mozeley, Project Manager, Doug Chapman, Principle/Office Manager, Matt Oetting, Project Manager, with McGill presented the following presentation:

**FIRE AND POLICE SITE EVALUATIONS**

13-JANUARY-2021

**AGENDA**

- Serve the Public
- Functionality for Staff
- Cost Effective Site & Development
- Decision Matrix
- Review Site Layouts & Costs
- Pineburr Considerations
  - Demo
  - Re-use/Renovation
  - Purchase & Lease Logistics

**DECISION MATRIX**

- Accessibility & Function
  - On site
  - Out
- Cost
- Single Story
- Visibility
- No Off-Site Improvements
- No Site Demolition
- Donated Land

	On Site Accessibility	Accessibility Out	Cost	Single Story	Visibility	No Off-Site Improvements	No Site Demolition	Donated Land
Option 1								
Option 2								
Prepared								

**BUILDING COMPARISONS**

- 1-Story
- 2-Story
  - Fire Apparatus on Lower Level
  - Fire Operations on Lower Level
  - All Police Operations on Upper Level
  - Shared Facilities on Both Levels

RJ Mozeley started the presentation with an overview of what would be presented. Mr. Mozeley shared that we want to make sure that the site chosen is accessible and functional to meet the needs of the Fire and Police departments operations and be cost-effective. Mr. Mozeley shared that the cost we are talking about today are estimates in comparing just the two sites, it does not include the details, and the cost numbers will change some.

Marty Beal explained that on the Rostan property, we are looking at two options, with one being a 1-story building and one a 2-story building. Mr. Beal shared that the 1-story building is the most efficient use of space, and both Police and Fire Chiefs feel they would be better served with the 1-story.





Matt Oetting shared that the Rostan property is on 2.3 acres located at the intersection of Main St. and Eldred St., with Martinat Dr. adjoining it. This location is highly visible. It does have a level pad in the middle but has steep slopes on the left and right sides. Mr. Oetting showed the 1-story layout of the Rostan site. Both sites will include secured parking for the Police Department. Mr. Oetting shared to provide access to the facility, Martinat Dr. would have to be re-paved. The flat pad area is not large enough to accommodate all the uses needed, so to create a larger space, several retaining walls would have to be placed around the site. Mr. Oetting explained that there is no room to address stormwater drainage due to the parking lots needed, so it would have to be addressed underground. Typically it would be addressed aboveground, which would be a lower cost. Councilman Thompson asked if the Pascal property on Eldred St. could be purchased to use that space and Town Manager Seth Eckard said the owner was not interested in selling it. Councilman Ogle asked if a fire truck would fit on Eldred St. Mr. Beal shared that that is one of the problems with this property. Eldred St. will not allow a fire truck to go up the street to access Laurel St. efficiently, so the route would be traveling West on Main St. to turn onto Laurel St. Mr. Oetting explained that the Town would have to look at completing road improvements at Martinat Dr. and Main St. as well as adding a right turn lane at the intersection of Main St. and Laurel St. for the fire truck to make a right turn onto Laurel St. Mr. Eckard noted that in order to make these road changes, the money would have to come out of the Fund Balance.

Mr. Oetting explained that on the 2-story, the Fire Department would be on the lower level and not have drive-thru bays. The Police Department would be on the upper level. Mr. Beal shared a few pros and cons on the 2-story site. There will be added cost with having to add an elevator, two stairs, and structure cost. Mr. Beal said that there would be a decrease in less retaining walls and no underground stormwater drain.

### SITE LAYOUTS

#### Rostan 1-Story

1. Increased Retaining Walls Cost
2. Site is Tight
3. Underground Storm Water Retention Cost
4. Easier Adjacency to Admin Assist
5. Easier Common Public Access
6. Challenge-Fire Access To Main St.
7. Challenge-Fire Access to Laurel St.
8. Challenge-Mixed Fire & Public Traffic Patterns




### NORTH LAUREL ST ACCESS









#### SITE LAYOUTS

##### Rostan 2-Story

1. Elevator Cost
2. (2) Stairs Cost
3. Increased Area Cost
4. Increased Structure Cost
5. Decrease Site Impact
6. Less Retaining Walls & No Underground Stormwater
7. Challenge-Adjacency to Admin Assist
8. Challenge-Common Public Access
9. Challenge-Fire Access to Main St
10. Challenge-Fire Access to Laurel St

Mr. Oetting moved to the next site option, located next to the Pineburr Mill, consisting of 18.4 acres, a 43,000 square foot mill facility, an electrical substation, an 8,500 square foot garage, and a 2,000 square foot storage building. The site's focus area is the 3 acres next to the mill facility where the building would be located. Mr. Oetting shared that this site is less visible. A 1-story building was only considered for this site with a combined public parking area and a separate secure police parking lot, and two entrances for the fire department vehicles. Mr. Oetting shared that the stormwater basin would be located above ground. The garage/shop facility could be used by other departments with possible removal of the other facilities located in the property. Councilwoman Stevenson asked if the fire bays were drive-thru. Mr. Beal answered that, yes, they were drive-thru bays, but with the amount and kinds of vehicles the Fire Department has, some of the bays would not be used as a drive-thru. Chief Stafford shared that neither site would allow for complete drive-thru bays. Councilman Ogle added that there is more property located on the parcel that is a wooded area. Mr. Mozeley shared that the wooded area does have steep terrains and would be difficult to develop. Councilman Sweezy asked if we could demo the Pineburr Mill to use that area for extra space. Mr. Eckard stated that purchasing this property comes with the Mill and outbuildings, and it would cost too much to demolish the building. Councilman Thompson asked how long the Mill had sat vacant and wondered if it was worth anything. Mr. Eckard shared that some of the building is being leased to business owners as storage. Public Services Director Greg Padgett explained that the Mill would be hard for Public Works to use as storage due to the layout and would take approximately \$50,000 minimal to clean out the basement. There would be a cost to maintaining the building going forward. Mr. Padgett believes it is not a good use for Town departments and suggests tearing it down. Councilman Ogle wondered if it would be a future site for a new Public Works building if it was torn down. Mr. Eckard said that could be an option at some point. Planning Director Larry Johnson shared that a developer looked at the facility, and his thoughts were it would take a significant amount of work. The developer has suggested completing a market study and assisting a developer with tax credits or using a type of incentive for development.



#### SITE LAYOUTS

##### Pineburr 1-Story

1. No Retaining Walls & No Underground Stormwater
2. Easier Adjacency to Admin Assist
3. Easier Common Public Access
4. Challenge-Adjacent Vacant Buildings

Mr. Mozeley went over some of the pros; no retaining walls or underground stormwater needed. Since it would be on one level, it would have easier accommodations for common public access and the administrative assistant would be located between both departments. However, the con would be the adjacent vacant buildings that come with the purchase of the property. Mr. Eckard did not recommend demolition of the building, which would cost around \$450,000. This cost would come out of the Fund Balance. Mr. Eckard shared that the State does not have grant funds to demo the building at this time, but we would try again in the future if we go with this property.



OPINION OF PRELIMINARY PROBABLE COSTS Comparison			
	Rostan Single Story	Rostan Two Story	Pineburr
Site Purchase	\$0	\$0	\$98,132
Building	\$4,440,000	\$4,910,000	\$4,440,000
Site Improvements	\$2,070,000	\$1,132,000	\$1,048,000
Demolition	\$0	\$0	\$450,000*
Main Street Access	\$104,000	\$104,000	\$0
Laurel Street Access	\$135,000	\$135,000	\$0
<b>Total</b>	<b>\$6,749,000</b>	<b>\$6,281,000</b>	<b>\$6,129,000</b>

## DECISION MATRIX

	On Site Accessibility	Accessibility Out	Cost	Single Story	Visibility	No Off-Site Improvements	No Site Demo	Donated Land
Rostan 1	√			√	√		√	√
Rostan 2					√		√	√
Pineburr	√	√	√	√		√		

Councilwoman Hildebran shared that although she does not care for either site, the Pineburr site seems to be the best option. Councilwoman Hildebran asked to hear from the Police Chief and Fire Chief on how they feel about the sites. Fire Chief Stafford stated that our Town is limited with available parcels, and his priority is on the operation side first and visibility aspect second. Chief Stafford is in favor of the Pineburr site because it is more conducive to our operational needs. Councilman Sweezy would love for the building to be displayed on Main St. but feels that the Pineburr option is logistically the best. Councilman Ogle asked if staff has looked at all other properties in Town that could be used. Chief Stafford shared that they looked at the property behind the Rock Drug Store in October 2020, and two brothers own it and are not willing to sell for various reasons. Mr. Johnson stated that the ideal size for the new public safety building would be built on at least 4 acres, centrally located, which limits the number of parcels that would be available for development. Councilwoman Hildebran has a concern with there being another vacant building once Public Safety moves out. Councilwoman Hildebran asked again why we cannot close the street at the current Public Safety building and build onto what we currently have. Mr. Eckard does not feel like that option is feasible. Mr. Mozeley does not feel like these parcels sit on enough acres and would have to go with a 2-story building, would have stormwater challenges, and would be a tougher site to build on. Mr. Beal added that there are more boundary restrictions being in the downtown area. Councilman Ogle feels that we need to move forward with the Pineburr building site.

Mr. Eckard stated that he would like Council to agree on which location they recommended and if it was the Pineburr site to move into Closed Session to discuss the negotiation price for purchase of the property.

**CLOSED SESSION:** Mayor Black called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public.

At 11:35 a.m., Councilman Sweezy made a motion to move into Closed Session pursuant to NC General Statute 143-318.11 (a) (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public. The motion was seconded by Councilman Ogle. The vote was unanimous.

At 11:48 a.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilman Sweezy. The vote was unanimous.

**NEGOTIATION DISCUSSION OF THE PINEBURR MILL SITE:** Councilman Ogle made a motion to give the Town Manager the approval to negotiate the purchase price of the Pineburr Property for \$98,132, seconded by Councilman Sweezy. The vote was unanimous.

**ADJOURNMENT:** At 11:49 a.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, February 1, 2021, 6:00 p.m., Valdese Town Hall.

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 Town Clerk

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 Mayor

jl



# TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2124

FAX (828) 879-2139

OFFICE OF THE PLANNING DIRECTOR

## Memorandum

To: John Black, Mayor  
Town Council

Roy Sweezy, Planning Board Chair  
Planning Board Members

From: Larry Johnson, Planning Director

Date: January 19, 2021

A handwritten signature in black ink, appearing to be "Larry Johnson", written over the "From:" line.

Subject: Edelweiss Subdivision (Release of Security)

I would like to present for review and consideration, a request from Cold Creek Investments, LLC for the release of a portion of the cash security required by the Town of Valdease.

The Performance Agreement approved by the Town Council in conjunction with the approval of the Edelweiss Final Plat allows for the developer to seek a return of the cash security deposited with the Town that guaranteed planned improvements to the said subdivision. Section 5(b) of the agreement states the following:

“The Town Council, upon application thereof by the Developer and 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.”

I would like to recommend approval by the Valdease Planning Board and Town Council the request for the release of \$46,800.00. To assist in your decision, attached is the developer's request, the engineer's certification of improvements, and the construction cost estimate.

Please contact me if you have questions.



January 19, 2021

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

Dear Mr. Johnson,

On January 14<sup>th</sup>, we met with David Poore, an engineer for West and Associates, onsite at our Edelweiss development to have him evaluate the progress made on infrastructure improvements required by the Town. Mr. Poore agreed that three of the seven items on his original list have been completed. These items include:

- Grading to widen the existing Harris Street to 22' wide;
- Grading for the two new cul-de-sacs; and
- ABC stone in place for the two new cul-de-sacs.

This allowed us to get a good base for the roads that should not be impacted by any hard rains or snow melts. The ABC stone along the existing road will be placed next and all the roads will be paved once the asphalt plants reopen.

Since substantial progress has been made on the roads, we'd like to request release of \$46,800 of our security funds held with the town, which total \$142,500. This amount is determined based on the initial cost estimates provided by Mr. Poore last year. We've been pleased to find that thus far, Mr. Poore's estimates have been very close to what we've incurred.

Mr. Poore has sent a letter affirming that he has examined and signed off on the improvements made thus far. Please let me know if you have any questions or concerns.

Sincerely,



Mark Rostan  
Cold Creek Investments, LLC



405 South Sterling Street, Morganton, NC 28655

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

January 14, 2021

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

Re: Edelweiss Subdivision

Dear Mr. Johnson,

I hope this letter finds you well. Today, I met with the owners of the above referenced subdivision to inspect work being done on the infrastructure to serve the subdivision located on Harris Avenue, NW. Grading to widen the street to 22 feet, street grading for two new cul-de-sacs, and ABC stone for the two new cul-de-sacs was substantially complete. The total value for these three items based on my cost estimate of January 2020 is \$46,800.00. I am writing this letter so that the Town of Valdese can release funds accordingly for the construction of Edelweiss Subdivision.

Please feel free to contact me if you need any further information.

Sincerely,  
WEST CONSULTANTS, PLLC

A handwritten signature in cursive script that reads 'David Poore'.

David W. Poore, PE, CPESC

Attachment

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.

# Memo

To: Jessica Lail, Deputy Town Clerk

From: Doug Knight, Director of Parks and Recreation

cc: Town Council meeting

Date: January 29, 2021

Re: Lakeside Park Phase 1 – Grant Administration

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Western Piedmont Council of Governments has been working with the Town to administrate the Grant reimbursement process since we acquired the property for Lakeside Park. They are working with us on our current grants as we begin Phase 1 of the construction of Lakeside Park amenities.

We do not currently have a contract for the work they are doing on Phase 1. WPCOG has agreed to continue working with us this fiscal year and begin the new contract on July 1, 2021. All grant administration being done for the Town this fiscal year and next would not exceed \$10,000.

Attached is the actual contract presented for your approval. The Recreation Department recommends that you approve the contract and would use project funds already collected to pay for the contract.

AGREEMENT BETWEEN THE  
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND  
TOWN OF VALDESE  
FOR THE PROVISION OF  
TECHNICAL ASSISTANCE:  
VALDESE LAKESIDE PARK GRANT ADMINISTRATION  
JULY 31, 2021 – JUNE 30, 2022

This AGREEMENT, entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation**  
The Local Government will pay the Planning Agency an amount not to exceed \$10,000 (ten thousand dollars) for the satisfactory performance of all services

related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2021, and ending June 30, 2022.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled

person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:  
TOWN OF VALDESE

PLANNING AGENCY:  
WESTERN PIEDMONT COUNCIL OF GOV'TS.

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_  
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman

Preaudit statement:

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

By: \_\_\_\_\_  
Local Government Finance Officer



ATTACHMENT A  
SCOPE OF SERVICES  
TOWN OF VALDESE  
GRANTS MANAGEMENT ASSISTANCE  
WORK PROGRAM/BUDGET  
JULY 1, 2021 – JUNE 30, 2022  
ATTACHMENT A  
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning grant administration activities by the Western Piedmont Council of Governments for the Town of Valdese.

Erin Schotte, Community Development Administrator will be responsible for administering the PARTF and DWR (DEQ) grants for the Valdese Lakeside Park, Phase I development project.

Work Program

The activities to be completed include:

- Work with Town and granting agencies on any amendments needed to the contract(s) between PARTF and the Town and/or between DEQ and the Town
- Coordinate requests for reimbursement from PARTF and DEQ to the Town
- Work with Architect to assure grant compliance
- Complete As-Built site plan map for final closeout of grant
- Work with Town, as needed, to amend DEQ grant scope and/or apply for additional funding through the DWR program.

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 12-month period beginning July 1, 2021, and ending June 30, 2022.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$10,000. The budget is broken down as follows:

Salaries	\$ 4,625
Fringe Benefits	2,405
Travel	756
Indirect	<u>2,214</u>
Total	\$ 10,000

#### Assurances

Assurances are attached as a part of the Agreement.

#### Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

## ASSURANCES OF COMPLIANCE

### ATTACHMENT B

#### Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## ATTACHMENT C

### Section 3 Clause

#### "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **ATTACHMENT D**

### Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Capital Project Ordinance Amendment # 2-34

Subject: Lakeside Park Phase I

Description: To amend capital project ordinance Fund 34  
 The original CPO was approved at the November 4, 2019 meeting.  
 This amendment moves funds from the construction account to  
 pay for grant administration.

## Proposed Action:

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

## Section I:

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.760	Construction		10,000
Total		\$0	\$10,000

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.040	Administration	10,000	
Total		\$10,000	\$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.

Budget Amendment #

7

Subject:

Children's Park repairs

Description:

Children's Park lost more than half the fencing around the baseball field from excessive flooding. This amendment is for repairing and installing new fencing to restore the fence for the baseball field.

**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		5,820
Total		\$0	\$5,820

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	5,820	
Total		\$5,820	\$0

**Section II:**

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



Budget Amendment #

8

Subject:

McGalliard Falls repairs

Description:

McGalliard Falls has two large washed out areas resulting from flooding. These are located next to the road going out to the bridge that crosses McGalliard Creek. This amendment will be used to fill the areas with an estimated 19 loads of dirt, packed, and reseeded. A tree that was damaged in the area will also be removed.

**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		6,950
Total		\$0	\$6,950

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	6,950	
Total		\$6,950	\$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.