

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, January 3, 2022
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

- A. Recognition of the Valdese Masters Swim Team
- B. Update from Old Colony Players

6. Consent Agenda

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

- A. Approval of Regular Meeting Minutes of December 6, 2021
- B. Set Public Hearing Date for Re-Zoning Application 1-11-21 Pons/Burke County Habitat
- C. Set Public Hearing Date for CDBG Closeout

7. New Business

- A. Introduction of New Employees & Promotion
- B. Valdese ABC Store Presentation
- C. McGalliard Creek Bridge Project Presentation
- D. Award of Bid for McGalliard Creek Bridge Project
- E. Approval of Contract for McGill Associates Construction Management
- F. Presentation of Fiscal Year Ending June 30, 2021 Financial Update
- G. Capital Project Ordinance Amendment

8. Manager's Report

- A. Bluegrass at the Rock presents: Tim Raybon, Saturday, January 8, 2022 at 7:30 p.m.
- B. Coffee with the Chief, Thursday, January 13, 2022, 9:00 a.m. at Old World Baking Company
- C. Special Council Employee Insurance Workshop scheduled for Thursday, January 13, 2022, 10:00 a.m. at the Town Hall Community Room
- D. Town Offices Closed Monday, January 17, 2022 in Observance of Martin Luther King Day
- E. Next Regular Council meeting scheduled for Monday, February 7, 2022, 6:00 p.m.

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Watts
Town Council

From: Seth Eckard, Town Manager

Date: December 30th, 2021

Subject: Monday, January 3rd, 2022 Council Meeting

6. Consent Agenda:

A. Approval of Regular Meeting Minutes of December 6th, 2021

B. Set Public Hearing Date for Re-Zoning Application 1-11-21

Enclosed in the agenda packet are a memo and a location map from the Planning Department requesting that Council set a public hearing date on Monday, February 7th, 2022, for the re-zoning of Application #1-11-21, Pons/Burke County Habitat.

C. Set Public Hearing Date for CDBG Closeout

Enclosed in the packet is a memo from Lisa Helton, WPCOG Community Development Administrator, requesting that Council set a public hearing date on Monday, February 7th, 2022, for the closeout of the Scattered Site Housing Project, Community Development Block Grant number 17-C-2986.

7. New Business:

A. Introduction of New Employees & Employee Promotion

Police Chief Jack Moss will introduce Police Officer Caleb Mace. Public Services Director Greg Padgett will introduce Utility Field Tech Nathan Barajas and Equipment Operator Derek Estes. Town Manager Seth Eckard will re-introduce David Andersen, who was promoted to the Parks & Recreation Director.

B. Valdese ABC Store Presentation

Karen Caruso, Manager of the Valdese ABC store, will be presenting the Town with a \$35,000.00 check for the last principal payment. This is the final payment of the debt owed to the Town of Valdese. Ms. Caruso will be available to answer any questions regarding the ABC store, future distributions, the store's finances, and any other questions you may have.

C. McGalliard Creek Bridge Project Presentation

Enclosed in the agenda packet is a PowerPoint that Parks & Recreation Director David Andersen will present on the McGalliard Creek Bridge project. This presentation will include a project overview, costs, and funding.

D. Award of Bid for McGalliard Creek Bridge Project

Enclosed in the agenda packet is a memo from Parks & Recreation Director David Andersen recommending an award of bid for the contract of the McGalliard Creek Bridge. Staff is recommending the contract be awarded to Beanstalk Bridges/Beanstalk Builders of Morganton, NC, in the amount of \$150,000(total cost). (Other bids: Alpine Towers, Asheville, NC - \$148,750(+ estimated \$10,000 engineering and Geotech), and Phoenix Experiential Designs, Boone, NC - \$145,000 (+ estimated \$15,000 - \$20,000 engineering and Geotech)) The contract from Beanstalk is included in the agenda packet. Mr. Andersen will be at the meeting to discuss.

Requested Action: Staff recommends that Council award the bid contract to Beanstalk Bridges/Beanstalk Builders of Morganton, NC, in the amount of \$150,000(total cost) using project funds already collected and grant funds.

E. Approval of Contract for McGill Associates for Construction Management

In conjunction with the bridge construction over McGalliard Creek, the enclosed proposal is for engineering services with McGill Associates. These engineering services will help ensure the project progresses smoothly, the end product is a safe structure for the public to use, and the contractor fulfills their responsibilities. The scope of services includes preconstruction meetings, review of shop drawings & schedules, surveying, site visits to inspect the progress and quality of work, approving contractor payment requests, and reviewing inspection and test results. The lump-sum compensation proposed is \$17,500, which will be paid from private donations and grant funds. Finance Director Bo Weichel will be at the meeting to present.

Requested Action: Staff recommends approval of engineering services with McGill Associates to oversee the construction of the bridge.

F. Presentation of Fiscal Year Ending June 30th, 2021 Financial Update

Enclosed in your agenda packet is a financial highlight sheet for the fiscal year ending June 30th, 2021. Lowdermilk Church & Co. will be at the meeting to update the Town's finances and audit report.

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 the amendment.

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

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT

NOVEMBER 1st-30th, 2021

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

<u>ACTIVITY / FUNCTION</u>	<u>MONTHLY TOTAL</u>
STATION DUTY	179 HOURS
VEHICLE DUTY	109 HOURS
EQUIPMENT DUTY	63 HOURS
EMERGENCY RESPONSES (ON DUTY)	49 HOURS
TRAINING (ON DUTY)	76 HOURS
FIRE ADMINISTRATION	171 HOURS
TRAINING ADMINISTRATION	8 HOURS
MEETINGS	18 HOURS
FIRE PREVENTION ADMINISTRATION	66 HOURS
FIRE PREVENTION INSPECTIONS	27 HOURS

<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	2	22
BUSINESS	4	37
DAYCARE	0	0
FACTORY	3	35
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	4	21
RESIDENTIAL	0	0
STORAGE	1	0
UTILITY/MISC	0	0
REINSPECTIONS	10	29
TOTAL:	24	144

PUBLIC RELATIONS	8 HOURS
HYDRANT MAINTENANCE	6 HOURS
SAFETY ADMINISTRATION	11 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	2 HOURS
EXTRA DUTY FIRES	15 HOURS
NON-DEPARTMENTAL DUTIES	5 HOURS
EXTRA DUTY TRAINING	28 HOURS
EXTRA DUTY FIRE/MED STANDBY	3 HOURS
PHYSICAL TRAINING	16 HOURS
EXTRA DUTY MEDICAL RESPONSES	22 HOURS
VOLUNTEER FIREFIGHTER TRAINING	76 HOURS
TOTAL TRAINING MANHOURS:	180 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	3
OUTSIDE FIRE	1
MUTUAL AID TO STATION 67	2
MUTUAL AID TO STATION 63	2
GAS LEAK	1
STRUCTURE FIRE	1
SMOKE INVESTIGATION	0
SERVICE CALL	0
VEHICLE FIRE	0
STANDBY	<u>1</u>
	11
<u>MEDICAL:</u>	
ABDOMINAL PAIN	1
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	0
BACK PAIN	0
CANCELLED ENROUT	0
CARDIAC	0
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	1
FALL	5
HEADACHE	0
HEMORRHAGE	2
OTHER	0
OVERDOSE/INTOXICATED	2
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	6
SEIZURE	1
SICK	3
STROKE	0
TRAUMATIC	1
UNCONSCIOUS	0
UNKNOWN	<u>0</u>
	24
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	<u>3</u>
	3
<u>TOTAL RESPONSES:</u>	<u>38</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

VALDESE POLICE DEPARTMENT

Jack W. Moss
Chief of Police
Post Office Box 339
121 Faet Street
Valdese, North Carolina 28690

Telephone 828-879-2109
Fax 828-879-2106

Dec 20, 2021

To: Seth Eckard
From: Chief Moss
Re: Boots on the ground

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	91	Visual Checks / Walk around
Old Rock School	67	Visuals Checks / Walk around
Children's Park	65	Visual Checks / Walk around
Community Center	28	Visual Checks / Walk around
Lakeside Park	37	Community Contact
Main St Extra Patrol		Nightly Door Checks
Business/Residential Contact	39	Community Policing
Family Fun Night	0	Community policing
Myra's Car show		When event takes place now

Our officer have logged 439 residential/business security checks, 342 extra patrols and 39 community policing contacts in 30 days for a total of 910 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs.

Community Affairs & Tourism Monthly Stats

December 2021

Tourism Statistics

visitvaldese.com Visits (reported from Dec 1-19) 3,252

townofvaldese.com Visits (reported from Dec (1-19)) 3,578

Top 5 Pages Viewed: Utilities, Career Opportunities, Aquatics, Recreation, Events

Facebook

Total # of followers 14,130

Total # of engaged 8,426

Daily Total Reach 108,033

Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive 99.29%

Negative .71%

TOP FIVE MARKETS: Morganton, Valdese, Hickory, Lenoir, Drexel

Approximate # of Visitors to the Tourism/CA Office 230

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	3
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	5
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	3

Major Events Held at the Old Rock School	Average Number of Attendees
BCPS Speech Contest, Blood Drive, Movie at the Rock, Elf	445

Monthly Old Rock School Rentals 16

Old Rock School Total Attendance 2,600

CA Summary for December 2021

Community Affairs closed out a successful 2021 with a busy December. Holiday events kicked off in full swing with the Valdese Christmas Parade, then followed up with the Christmas in Valdese Tree Lighting the following weekend. This free event partnered with Old Colony Players to perform carols, take photos with Santa, and serve hot chocolate to our community. The department also hosted multiple contests for the holiday season, including the Home Decor Contest, Shop Hop Raffle, and the Merchant Window Contest. Movies at the Rock presented a showing of "The Polar Express" on December 14th, an event that sold over 180 tickets. Finally, the last of our holiday events featured virtual storytimes with favorite Christmas characters that debuted on the Town facebook page. Preparation began for the Spring and Summer season with vendor application development for the Spring Craft Market and Waldensian Festival, as well as entertainment booking. Old Rock School facility rentals were heavily booked throughout the month, hosting 4 major events: "Elf" the Musical, Burke County Public Schools Speech Contest, Blood Drive, and The Polar Express. These three events generated an average amount of nearly 450 attendees at the Old Rock School this month.

Town of Valdese Personnel Report

	<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>	David Andersen	Parks & Rec Director	Aquatic & Fitness Supervisor	Parks & Rec	1/1/2022
<i>New Hires</i>	Derek Estes	Equipment Operator		Public Works	12/20/2021
<i>Transfers</i>					

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
DECEMBER 6, 2021**

The Town of Valdese Town Council met on Monday, December 6, 2021, 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., Councilwoman Susan Stevenson, Councilwoman Frances Hildebran, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Keith Ogle

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:

OBSERVATIONS – JIM JACUMIN, NO ADDRESS NOTED: Mr. Jacumin thanked the people of this Town and those who have served the Town. Mr. Jacumin shared several observations that he has made. Mr. Jacumin shared that the citizens would like the Town to celebrate Independence Day on the 4th of July, send the Council agendas out earlier, and allow citizens to give their input. Mr. Jacumin also shared that our citizens don't want a tax increase. Mr. Jacumin believes we need to do something to have more vibrant and healthy downtown business district. Mr. Jacumin suggested that the Council visit Hendersonville, who has a vibrant and healthy downtown business district.

APPRECIATION TO TOWN – CARLA BERRY, 204 COLOMBO ST. NW, VALDESE: Ms. Berry shared that she would love to see citizens come to the Council meeting to learn more about the Town. Ms. Berry thanked the Council for all they have done and is grateful to call Valdese her home.

INTRODUCTION OF NEW ATTORNEY TIM SWANSON: Mayor Black welcomed and introduced the Town Council's new attorney Tim Swanson, Partner with Young, Morphis, Bach & Taylor, LLP.

MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR RETIREE PARKS & RECREATION DIRECTOR DOUG KNIGHT:

WHEREAS, Doug Knight, for the past 18 years, has served the Town of Valdese with distinction as a public servant with the Parks & Recreation Department; and

WHEREAS, these 18 years of service have been marked with outstanding dedication and devotion to the Town of Valdese as he has worked as an Athletic Supervisor, Assistant Parks & Recreation Director, and the last ten years as Parks & Recreation Director; and

WHEREAS, Doug Knight has served the Parks & Recreation Department by increasing recreation offerings for seniors in the community, offering youth parks to play in, a Splash Pad to cool off in, and recreations to enhance their skills and abilities; and

WHEREAS, Doug Knight has enthusiastically worked closely with the Friends of the Valdese Recreation group to assist in fundraising and writing grants for the Valdese Lakeside Park; and,

WHEREAS, Doug Knight has expanded the Fitness Center and worked to upgrade facilities to increase efficiency and infrastructure longevity in the Parks and Recreation Department.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Doug Knight for his guidance, leadership, and outstanding contributions to the Parks & Recreation Department staff and citizens of Valdese for the past 18 years with the Parks & Recreation Department, and we extend congratulations and best wishes upon his retirement.

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IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Valdese to be affixed, this the 6th day of December 2021.

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

MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR COUNCILMAN ROY SWEETZ:

WHEREAS, Roy F. Sweetz began his service as Councilman for Ward 3 on March 2nd, 2015; and

WHEREAS, Roy F. Sweetz, for the past 6 1/2 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, these 6 1/2 years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its cultural and aesthetic development; and

WHEREAS, Roy F. Sweetz served on numerous boards and commissions, including the Planning Board as Chairman, WPCOG Policy Board Alternate, Agape Board of Directors, and Library Board; and

WHEREAS, Roy F. Sweetz has faithfully served as the Town Council's Treasurer for several years, overseeing the Town's finances and reviewing weekly expenditures; and

WHEREAS, Roy F. Sweetz during his tenure has been involved in the development of the Valdese Family Splash Park and Valdese Lakeside Park where not only did he support staff and Friends of the Valdese Recreation, he physically worked to clean up trash, clear trails, and many other hands-on tasks ; and

WHEREAS, Roy F. Sweetz has served the citizens of Valdese with respect, dignity and integrity and is considered a true and loyal friend of Valdese.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Roy F. Sweetz** for his outstanding contributions to the Council, Staff and Citizens of Valdese.

BE IT FURTHER RESOLVED, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Roy F. Sweetz for his leadership and guidance to the Town of Valdese during the past 6 1/2 years as its Ward 3 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 6th day of December, 2021.

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

MAYOR BLACK PRESENTED THE FOLLOWING RESOLUTION OF APPRECIATION FOR COUNCILWOMAN SUSAN STEVENSON:

WHEREAS, Susan T. Stevenson began her service as Councilwoman for Ward 2 on January 10th, 2000; and

WHEREAS, Susan T. Stevenson for the past 21 years has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, these 11 years of service have been marked by exemplary dedication to the best interests of the community as she has worked constantly for the betterment of its cultural and aesthetic development; and

WHEREAS, Susan T. Stevenson served on numerous boards and commissions, including the WPCOG Metropolitan Planning Organization, Railroad Committee, and Old Colony Players Exploratory Committee; and

WHEREAS, Susan T. Stevenson served with commitment as Mayor Pro Tem and Assistant Treasurer to the Town Council for many years; and

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WHEREAS, Susan T. Stevenson was a part of the development and planning of the New Town Hall building, Valdese Family Splash Park, and the Valdese Lakeside Park; and

WHEREAS, Susan T. Stevenson has earned the admiration and high regard of those with whom she has encountered and she also earned the affection of her fellow public servants.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Susan T. Stevenson** for her outstanding contributions to the Council, Staff and Citizens of Valdese.

BE IT FURTHER RESOLVED, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Susan T. Stevenson for her leadership and guidance to the Town of Valdese during the past 21 years as its Ward 2 Councilmember and extends congratulations and best wishes as she begins a new chapter in her life.

Adopted this 6th day of December, 2021.

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

COUNCILWOMAN SUSAN STEVENSON PRESENTED MAYOR BLACK WITH THE ORDER OF THE LONG LEAF PINE AWARD FROM NORTH CAROLINA GOVERNOR ROY COOPER:

State of North Carolina



Roy Cooper
Governor

Reposing special confidence in the integrity, learning and zeal of

John F. "Chip" Black, Jr.

I do by these presents confer

The Order of the Long Leaf Pine

with the rank of Ambassador Extraordinary privileged to enjoy fully all rights granted to members of this exalted order, among which is the special privilege to propose the following North Carolina Toast in select company anywhere in the free world:

Here's to the land of the long leaf pine,

The summer land where the sun doth shine,

Where the weak grow strong and the strong grow great,

Here's to 'down home,' the Old North State!

Roy Cooper
Governor

December 6, 2021

Date



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OATHS OF OFFICE: Burke County Clerk of Superior Court Mabel H. Lowman administered Oaths of Office to Councilman Andy Thompson Ward 1, Councilman Paul Mears Ward 2, Councilwoman Rexanna Lowman Ward 3, and Mayor Charlie Watts.

WELCOME BY NEWLY ELECTED MAYOR WATTS: Mayor Watts addressed the outgoing Council, "On behalf of the Town of Valdese and our citizens, I extend a heartfelt thank you to our outgoing Council and Mayor. Through the years, I have witnessed your selfless dedication to serving Valdese and her citizens. Your desire to do what was best for Valdese never wavered. You will surely be missed. Thank you."

Mayor Watts addressed the newly seated Council, "Congratulations! I applaud you for your willingness and desire to serve our wonderful Town and its citizens. Thank you! I look forward to serving beside you. We will accomplish great things together. I want to thank our families; because without their support and love, we would never be successful in life. Family is our foundation."

Mayor Watts addressed our citizens, "Thank you for attending tonight's Town of Valdese Council meeting. It's encouraging to see our citizens showing an interest in our Town and wanting to learn the true facts of how their Town government works for them. Thank you for being here."

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF NOVEMBER 1, 2021

APPROVED RESOLUTION ADOPTING 2022 TOWN COUNCIL MEETING SCHEDULE:

TOWN OF VALDESE

RESOLUTION ADOPTING 2022 TOWN COUNCIL MEETING SCHEDULE

WHEREAS, pursuant to Section 2-1011 of the Town of Valdese Code of Ordinances, there shall be a regular meeting of the council at the town hall, on the first Monday in each month, at 6:00 p.m., unless another place, date or time shall be designated.

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council adopts the following Meeting Schedule for 2022:

January 3, 2022	
January 13, 2022	Employee Insurance Workshop Town Hall – Community Room, 10:00 a.m.
February 7, 2022	
February 15, 2022	Public Safety Building Workshop – Old Rock School Auditorium, 6:00 p.m.
March 7, 2022	
March 23, 2022	Annual Budget Retreat - Old Rock School - Waldensian Room Day 1: 9:00 a.m.
March 24, 2022	Annual Budget Retreat - Old Rock School - Waldensian Room Day 2: 9:00 a.m.
April 4, 2022	
April 14, 2022	Council Budget Workshop 1 Dinner Old Rock School – Waldensian Room, 6:00 p.m.
April 25, 2022	Council Budget Workshop 2 (If needed) Old Rock School – Waldensian Room, 6:00 p.m.
May 2, 2022	
June 6, 2022	Budget Public Hearing
July 11, 2022	
August 1, 2022	
September 6, 2022	Tuesday, due to Labor Day Holiday

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October 3, 2022	
November 7, 2022	
November 15, 2022	Tuesday, Annual Dinner Meeting with Valdese Merchants Association
December 5, 2022	

This 6th day of December, 2021.

/s/ Leonard "Charlie" Watts, Mayor

ATTEST: /s/ Town Clerk

APPROVED APPOINTMENTS/REAPPOINTMENTS TO BOARDS AND COMMISSIONS:

2022 Board and Commission Appointments/Reappointments

Parks and Recreation Commission (3-year terms)

Reappointment of Nancy Tucker

Appointment of Scott Compton – See Bio attached

Planning Board & Board of Adjustment (4-year terms)

Reappointment of Roy Sweezy

Reappointment of Paul Mears

Reappointment of Libby Braswell

Public Art Commission (3-year terms)

Reappointment Greg Mastin

APPROVED CASH SECURITY REQUEST FOR EDELWEISS SUBDIVISION: Cold Creek Investments, LLC, requested cash security in the amount of \$53,400.00 for contract work to be completed for the Edelweiss Subdivision. The Performance Agreement that was approved at the August 2020 Council meeting allowed the developer to seek a return of the cash security deposited with the Town.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

COUNCIL ORGANIZATIONAL MEETING: Mayor Watts asked for a motion to appoint a Mayor Pro Tem, Treasurer, and Alternate Treasurer.

Councilwoman Lowman made a motion to appoint Councilwoman Hildebran as Mayor Pro Tem, seconded by Councilman Thompson. The vote was unanimous.

Councilwoman Hildebran made a motion to appoint Councilwoman Lowman as Treasurer and Councilman Mears as Alternate Treasurer, seconded by Councilman Thompson. The vote was unanimous.

Mayor Watts presented the proposed Council appointments to various Boards and Commissions:

**December 6, 2021, MB#31
2022 Board and Commission Council Appointments**

Mayor Charlie Watts:

WPCOG Policy Board Delegate
BDI Board
Street Paving Committee

Ward 1 Councilman Andy Thompson:

Public Are Commission
Street Paving Committee

Ward 2 Councilman Paul Mears:

Planning Board
Main Street Committee

Ward 3 Councilwoman Rexanna Lowman:

WPCOG Policy Board Alternate
WPCOG Metropolitan Planning Organization

Ward 4 Councilwoman Frances Hildebran:

Citizens for Affordable Housing
Street Paving Committee
Library Board

Ward 5 Councilman Keith Ogle:

Parks & Recreation Commission
VEDIC Board

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VALDESE TOWN COUNCIL ORGANIZATIONAL PLAN

Mayor Leonard “Charlie” Watts
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired Fire Chief
NC Fire Chiefs Association Lifetime Member
LPDA Member
WPCOG Policy Board Delegate
BDI Board
Street Paving Committee

Ward 1 Andy Thompson
Appointed by Council 10/01/2018
Reelected 11/05/19: Term 12/02/19 – 12/06/21
Reelected 11/02/21: Term 12/06/21 – 12/04/25

Heritage Funeral Home Owner
Public Art Commission
Street Paving Committee

Ward 2 Paul Mears
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Nationwide Insurance
Valdese Rotary Club President
Planning Board Member
Main Street Committee
Alternate Treasurer

Ward 3 Rexanna Lowman
Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired BC Public Schools-Director of Secondary Edu
ASU Supervisor of Students Teachers
Alpha Nu Chapter of Delta Kappa Gamma
Burke Women’s Fund
WPCOG Policy Board Alternate
WPCOG Metropolitan Planning Organization
Treasurer

Ward 4 Frances M. Hildebran
Elected 11/08/11: Term 12/05/11 – 12/07/15
Reelected 11/03/15: Term 12/07/15 – 12/02/19
Reelected 11/05/19: Term 12/02/19 – 12/04/23

Blue Ridge HealthCare, Executive Assistant
Former Town Clerk
Retired Local Government
Citizens for Affordable Housing
Street Paving Committee
BC Library Board Member Dec. 2011 - Dec. 2019 –
Reappointed 12/06/2021
Mayor Pro Tem

Ward 5 B. Keith Ogle
Elected 11/04/03: Term 12/01/03 – 12/03/07
Reelected 11/06/07: Term 12/03/07 – 12/05/11
Reelected 11/08/11: Term 12/05/11 – 12/07/15
Reelected 11/03/15: Term 12/07/15 – 12/02/19
Reelected 11/05/19: Term 12/02/19 – 12/04/23

Retired Military
Downtown Revitalization
Former WPCOG MPO and Policy Board Alt.
Parks & Recreation Commission
VEDIC Board Member
Street Paving Committee

Town Manager Seth Eckard
Assistant Town Manager 06/18/15 – 06/30/15
Appointed Town Manager: 07/01/2015

Catawba-Wateree Water Management Group
WPCOG Water Resources Committee
VEDIC Member
Valdese ABC Board – Chairman
Valdese Tourism
BDI Board
Valdese Rotary
LPDA Member

Town Attorney Timothy Swanson

Young, Morphis, Bach & Taylor, LLP

Councilwoman Hildebran made a motion to adopt the Council Board and Commission appointments, seconded by Councilman Mears. The vote was unanimous.

APPROVED LICENSES AGREEMENT WITH BURKE COUNTY BOARD OF EDUCATION & TOWN OF VALDESE: Town Attorney Tim Swanson shared that he had worked with the Burke County Board of Education’s attorney on a draft licenses agreement. Mr. Swanson explained that after some negotiations,

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the Town could expand the license agreement significantly. The new agreement includes the construction of the permanent stage. Mr. Swanson noted a few highlights that were added that included the use of the football field, press box, fieldhouse, etc., for any town events and athletic programs. The proposed term was extended, maintenance of the field was addressed, and an indemnification agreement added.

STATE OF NORTH CAROLINA

LICENSE AGREEMENT

COUNTY OF BURKE

THIS LICENSE AGREEMENT (hereinafter "Agreement") is made as of the 1st day of November, 2021, by and between the **BURKE COUNTY BOARD OF EDUCATION**, a body politic and corporate and local educational agency of the State of North Carolina, the licensor (hereinafter referred to as the "Board") and the **TOWN OF VALDESE**, a body politic and corporate of the State of North Carolina, the licensee (hereinafter referred to as the "Town"), (collectively the "Parties").

WHEREAS, the Board is owner of that land described in a deed dated the 5th day of October, 1939, from Albert Tron and wife Adele Tron and recorded in Deed Book 37 at page 447 of the Burke County Public Registry, to which reference is hereby made for a more complete and accurate description, which property comprises the field, football field, press box, field house, concession and storage buildings, picnic shelters, and parking lot located to the south of Valdese Elementary School (hereinafter collectively referred to as the "Football Field Property");

WHEREAS, the Town has been a valued partner of the Board in its educational mission, having, among other things, previously provided for construction of the press box located upon the Football Field Property; and

WHEREAS, the Town owns the property to the west of the Football Field Property, site of the former "Teachers' Cottage," and has utilized the Football Field Property over the past several months for its activities, and now desires to use a portion of the Football Field Property for public events and athletic programs, and to facilitate the same by constructing a stage on the western end of the Football Field Property, and the Board consents to such use, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. **GRANT OF LICENSE.** The Board hereby grants and conveys to the Town a non-exclusive license to access and use of the Football Field Property for construction of a stage and for public Town-sponsored events and athletic programs during the term of this Agreement, including any renewals thereof, on the terms and conditions set forth herein

2. **TERM.** The Term of this Agreement shall begin on the date first written above and shall end at midnight on December 31, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for additional successive renewal terms of two (2) years each.

3. **COMPENSATION.** The Town shall pay to the Board the sum of ONE DOLLAR AND NO/100 (\$1.00) on or before the execution of this Agreement as compensation for the use of the Board's property.

4. OBLIGATIONS OF THE PARTIES.

- A. The Board's obligations shall be as follows:
- i. Permit the Town to use a portion of the Football Field Property to install and maintain a stage structure on the western side thereof, subject to the review and approval of the Board's Superintendent as to the location of the stage structure, which approval shall not be unreasonably withheld.
 - ii. Permit the Town to access and use the Football Field Property for purposes of Town-sponsored events and athletic programs that are open to the public, during non-school hours unless specifically permitted in writing by the Board or other designated school representative.
 - iii. Use reasonable efforts to notify the Town in advance, in the event that the Board's operations require temporary suspension or termination of the Town's use of the Football Field Property. The Parties will use best efforts to avoid scheduling conflicts concerning use of the Football Field Property. In the event of a scheduling conflict, the Board shall have first priority of use and the Town shall have second priority of use.
- B. The Town's obligations shall be as follows:
- i. Use the portion of the Football Field Property that is approved for construction of the stage structure for the purpose of constructing and maintaining the same; provided, however, that the license granted herein shall also include the right to enter onto the property for purposes of maintaining, repairing, and replacing the stage structure. The Town shall use best efforts to diligently and adequately maintain and repair the stage structure during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage necessitated by the Town's use.
 - ii. The Town shall also use best efforts to diligently and adequately maintain and repair the parking lot and other improvements located on the Football Field Property during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage arising from the Town's use.
 - iii. Cause the stage structure to be constructed using good materials and workmanship, and to be responsible for the safe upkeep and appearance of the structure. All permits for construction of the stage structure shall be the Town's sole responsibility and expense. The stage structure shall be constructed in such a manner as to block

- students and others from accessing it when not in use, except for any events for which such use is specifically agreed to by the Parties.
- iv. Permit the Board to use the stage structure during school hours for school activities, and at other times by prior permission of the Town Manager.
- v. Use reasonable efforts to limit its activities to construct and maintain the stage structure to non-school hours.
- vi. Town events utilizing the Football Field Property shall be restricted to non-school hours, unless specifically permitted by the Board or designated school representative as described above.
- v. Use reasonable efforts, including signage and painting, as agreed upon by the Board's Superintendent, to direct the general public attending Town events to the Football Field Property, and to promptly provide for the repair of damages caused to any Board property by such use, reasonable wear and tear excepted.
- vi. Consult with the Superintendent before changing the location or dimensions of the stage structure, after it is initially constructed.

5. RELATION OF THE PARTIES. Nothing in this Agreement or otherwise creates or shall be construed such that an employment, agency, subcontractor, joint venture, or partnership relationship exists between the Board and Town.

6. INDEMNIFICATION. To the extent permitted by applicable law and covered by applicable insurance, the Town hereby agrees to indemnify and hold harmless the Board and its members, employees, volunteers, agents and their successors and assigns, from any and all causes of action, claims, demands, losses and costs, including attorneys' fees, of any nature whatever arising out of or in any way relating to this Agreement, including any such claims which allege negligent acts or omissions of the Board and its board members, employees, volunteers, agents and their successors and assigns. The Town shall further include the Football Field Property on any commercial general liability policy that it maintains, shall provide for special event insurance for specific events upon the property, and shall require any sublicensees to purchase special event insurance.

7. TERMINATION. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement, including all rights and obligations set forth herein, if the other party fails to cure a material breach within thirty (30) days receipt of written notice of such breach from the non-breaching party or without cause upon twelve (12) months written notice prior to the end of any contract term.

8. MISCELLANEOUS PROVISIONS.

- A. **Governing Law.** This Agreement shall be controlled by the laws of the State of North Carolina and proper venue for any claim hereunder shall be Superior Court, Burke County.

December 6, 2021, MB#31

- B. Amendment. This Agreement may only be modified or amended if the modification is made in writing and signed by both Parties.
- C. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements or representations between the Parties.
- D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforcement with full effect.
- E. Authority. The signatories to this Agreement are fully vested with the authority to sign this Agreement on behalf of their respected entities.
- F. Successors. This Agreement shall be binding upon the successors and/or assigns of the Parties until this Agreement is terminated pursuant to its terms.
- G. Notices. Any notice, submittal or communication required or permitted to be served on a party to this Agreement shall be in writing and shall be deemed given if delivered in person or mailed by certified mail addressed as follows:

To the Board: Burke County Board of Education
 Attn: Dr. Mike Swan
 Superintendent
 PO Drawer 989
 Morganton, NC 28680

To the Town: Town of Valdese
 Attn: Seth Eckard
 Town Manager
 P.O. Box 339
 Valdese, NC 28690

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

THE TOWN OF VALDESE

BURKE COUNTY BOARD OF EDUCATION

 Seth Eckard
 Town Manager

Mike Swan
 Dr. Mike Swan
 Superintendent

Councilwoman Lowman made a motion to approve the Licenses Agreement, seconded by Councilman Thompson. The vote was unanimous.

CONTRACT AMENDMENT WITH CBSA FOR PUBLIC SAFETY BUILDING: Finance Director Bo Weichel explained that this contract provides the Town with a comprehensive assessment of the existing Public

December 6, 2021, MB#31

Safety Building facility to bring it up to industry standards and building codes. The scope of work would include architectural, structural, and civil engineering assessments and the cost of repairs for long-term options. Mr. Weichel shared that the cost for this would be \$25,500.00. Mr. Weichel introduced Marty Beal, Architect with CBSA, to answer Council's questions. Mr. Beal explained that he would be doing a separate assessment of the existing facility, investigating repair and code enhancement requirements. Mr. Beal said that this report should be ready before the community meeting in February. Mr. Beal will be using McGill & Associates for the civil side, Taylor & Viola for structural engineering, and Brittain Engineering for mechanical. Mr. Beal shared that there will be a written report that will include drawings.



November 16, 2021

Mr. Seth Eckard, Town Manager
Town of Valdese
113 West Main Street
Maiden, NC 28650

Re: Town of Valdese
Existing Public Safety Building Assessment
Architectural Services Proposal

Dear Mr. Eckard:

Please find the following Scope of Work explaining each phase of service proposed to review and assess the condition of the existing Public Safety Building. The fee proposal follows the Scope of Work.

We propose this work to be added as an amendment to the existing Owner Architect Agreement AIA B101-2017 and dated September 8, 2020.

A. SCOPE OF WORK

Base Services

Architectural Assessment:

This assessment includes site visits, consultation with building code officials, town staff, design consultants, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, 2018 Edition of North Carolina Building Code, and ICC A117.1-2017 will be reviewed and applied to the existing building for long term repair and various levels of alteration and accessibility. A phasing plan will be developed to address possible structural repair, interior alterations and required building code upgrades for life safety and accessibility. An opinion of probable cost of construction will be developed to address the identified phases of work. A comparison will be presented to identify program requirements which may be addressed as well as program requirements which are not addressed in a potential interior alteration project.

Structural Engineering Assessment:

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, Chapter 16, and Chapter 19 of the International Building Code will be reviewed and applied to develop a plan of action for repair of the damaged structural components.

Civil Engineering Assessment

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing storm drain system located below the existing building. The interior of the underground drainpipe will be inspected

226 2nd St NW | PO Box 1239 | Hickory, NC 28603 | P 828.322.3403 | F 828.322.1802

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with the use of CCTV. The existing pipe and drainage structures will be reviewed, and an assessment prepared by our civil engineer to determine current conditions and offer an evaluation of potential improvements. The proposed service fee includes the cost of CCTV camera work in the amount of \$5,500.00. Client may choose to contract with the camera work provider used for other town services. If this is the case the cost of camera work will be omitted from this proposal.

B. PROFESSIONAL FEE

1. We propose the following Base Service Fee for the before mentioned scope of work. All fees are fixed fees. The fees shall be adjusted according to any required adjustment in the scope of work. Any such adjustment shall be agreed in writing by both Client and CBSA Architects.

Base Service

Architectural Assessment	\$12,500.00
Structural Assessment	\$ 2,500.00
Civil Engineering	\$10,500.00
Total Base Service Building Assessment	\$25,500.00

2. Compensation to CBSA Architects for additional services requested by Client beyond the described Scope of Services will be negotiated, or an additional fee will be based on our current hourly rates which are as follows.

Architect – Principal/Project Manager	\$135.00
Architect – Principal/Project Architect	\$135.00
Architect – Consultant	\$130.00
Interior Designer	\$100.00
Senior CAD Technician	\$ 85.00
Graphic Designer	\$ 80.00
CAD Technician	\$ 75.00
Administrative Assistant	\$ 60.00

3. Compensation to CBSA Architects for additional services beyond the described Scope of Services provided by our Consulting Engineers will be billed at a rate of 1.10 times the amount invoiced to CBSA Architects.
4. Fees exclude normal reimbursable expenses such as document reproduction costs, promotional materials, postage, and overnight deliveries as directed by Client. Expenses for mileage are waived for travel to and from project site. Any other long-distance travel outside of Catawba and Burke Counties as required by Client will be billed as a reimbursable expense. Reimbursement for long distance travel mileage shall be billed at the current legal IRS rate. Other reimbursable expenses shall be billed at a rate of 1.10 times the expense.
5. Any plan review fees not paid by Client and required to facilitate approval for permit by AHJ may be paid by CBSA and will be billed as a reimbursable expense at a rate of 1.10 times the expense.
6. Permit fees and other fees required to facilitate actual construction will not be paid by CBSA.
7. In consideration of performance of the services described in the Scope of Services, Client will pay CBSA Architects in accordance with the agreement, and CBSA Architects shall charge the

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Owner only in accordance with those same rates. Client will pay CBSA Architects following submission of deliverables, as per agreement, and accompanying invoice.

8. If services are terminated prior to completion an invoice will be submitted to reflect the portion of services completed. Client will pay CBSA Architects following submission of partially completed deliverables and accompanying invoice.
9. Invoices shall be submitted for payment upon completion of each phase of work. Invoices are due upon receipt. Invoices not paid within 30 days from the date of receipt by Owner will be considered past due. Interest will be assessed against past due balances at the rate of one percent (1.5%) per month.

C. WHY CBSA?

Our design team includes McGill Associates (Civil Engineers) and Taylor & Viola Structural Engineers. These consultants along with CBSA Architects are key contributors to this assessment.

1. We are currently under contract with the Town of Valdese for the proposed new Public Safety Facility. We have developed the new building program and can offer firsthand knowledge of the current and future needs of the police and fire departments.
2. The Town of Valdese has selected CBSA Architects from a large field of architectural firms from other parts of our state including Charlotte. Therefore, we are qualified.
3. Our design team has the personnel and resources to assess the existing building based upon previous experience with similar projects.
4. We are a local firm with a team of local consultants.
5. We are experienced working with local municipalities.
6. We have a local vested interest to provide a service within the best interest of our client.
7. We will provide a fair assessment and offer an objective opinion.

Thank you for the opportunity to provide a proposal for this project. If you are in agreement with this proposal, please sign below and return a copy to our office. Please call with any questions or misunderstandings I may have presented within this proposal.

CBSA Architects

Client: Town of Valdese



Marty A. Beal, AIA, LEED AP BD+C
Principal

Signature

Seth Eckard

Printed Name

Town Manager

Printed Title

12/07/2021

Date

cc: File

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Councilman Thompson made a motion to approve the Contract Amendment with CBSA as presented, seconded by Councilwoman Hildebran. The vote was unanimous.

December 6, 2021, MB#31

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

Valdese Town Council Meeting

Monday, December 6, 2021

Budget Amendment #

8

Subject:

Adjustment to capital outlay for Gym Renovations

Description:

The adopted CIP for the general fund included expenses for the Gym Renovations. This project was transitioned to a Capital Project Ordinance at the November Council meeting.

This amendment will reduce the budgeted amount in the capital outlay budget as it is now included with the Capital Project Ordinance.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3350.000	Donations	50,000	0
Total		\$50,000	\$0

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay		50,000
Total		\$0	\$50,000

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 Thompson. The vote was unanimous.

December 6, 2021, MB#31

Valdese Town Council Meeting

Monday, December 6, 2021

Budget Amendment #

9

Subject:

Utility fund capital outlay adjustment

Description:

Several capital items were identified in the budget process last fiscal year to be paid for using a portion of the Americal Rescue Plan funding. Due to the lack of guidance of allowable expenditures at this point of the budget year, this amendment will transfer reserve utility funds to be used for these capital expenditures in the utility CIP.

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, 2022:

Section I:

The following revenues available to the Town will be decreased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserve		260,000
Total		\$0	\$260,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.740	#3 Finished Water Motor Replacement	25,000	
30.8100.740	Tank Maintenance	40,000	
30.8110.740	Primary Clarifier #2 Drive & Bridge	85,000	
30.8110.740	Recycle Valve to Aeration Basin	40,000	
30.8110.740	#3 influent valves and check valves	70,000	
Total		\$260,000	\$0

Section II:

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

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

December 6, 2021, MB#31

PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Project Ordinance Amendments:

Valdese Town Council Meeting

Monday, December 6, 2021

Capital Project Ordinance Amendment # 7-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Assessment of existing Public Safety facility added to existing contract with CBSA.

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.001	Distributions		25,500
Total		\$0	\$25,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.039	Existing Facility Assessment	25,500	
Total		\$25,500	\$0

Section II:

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

December 6, 2021, MB#31

Valdese Town Council Meeting

Monday, December 6, 2021

Capital Project Ordinance Amendment #

8-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Preparation and submittal of environmental report for USDA

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.001	Distributions		1,820
Total		\$0	\$1,820

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	1,820	
Total		\$1,820	\$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.

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

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

Trail of Lights displays at the Trail of Faith, November 23 – December 24, 6:00 p.m. – 9:00 p.m.

Letters to Santa can be placed in the mailbox at the Old Rock School.

Submissions for the Home Holiday Decorating contest are due by Monday, December 6, 2021. Winners will be announced on Monday, December 13, 2021.

Christmas in Valdese, Tree-Lighting and Christmas Carols by the Old Colony Players at the Old Rock School, Hot Chocolate & Santa Visits, Friday, December 10, 2021 at 6:00 p.m.

OCP Production Elf, The Musical, Show Dates December 10-12 and 16-19, 2021; visit www.oldcolonyplayers.com for more information and to purchase tickets.

December 6, 2021, MB#31

Christmas Shop Hop, December 13–18, 2021; Visit participating shops for a stamp. Winners will be announced Monday, December 20, 2021.

Movies at the Rock: Polar Express & Photos with Santa, Tuesday, December 14, 2021, at the Old Rock School; Tickets \$2.00 per person.

Story Time with Special Guests will be held on the Town of Valdese Facebook, Dates TBA.

Town Offices Will Be Closed December 23, 24 & 27, 2021, in Observance of Christmas and December 31, 2021, for New Year's Day.

Coffee with the Police Chief will begin again on January 13, 2021, at 9:00 a.m. at the Old World Baking Company and continue the second Thursday of every month.

MAYOR AND COUNCIL COMMENTS: Councilman Thompson and Councilwoman Hildebran welcomed the new Council members and the Mayor.

Mayor Watts shared that he sees good things for the Town and our Citizens for upcoming projects with housing developments and a lakefront development.

Mayor Watts reminded Council of a few dates:

The School of Government Classes will be in Asheville on January 6 & 7, 2021.

The Public Safety Building meeting at the Rock School will be held on February 15, 2021, at 6:00 p.m.

The Budget Retreat will be held on March 23 & 24, 2021.

Mayor Watts thanked Community Affairs Director Morrissa Angi and her staff for all their work on the events and fundraising efforts that bring many people to Valdese. Mayor Watts also recognized the Fire Chief Greg Stafford and the Assistant Fire Chief Truman Walton, and the Fire Department, who was called to a search and rescue operation on November 12, 2021, for a 2-year old boy that was lost. They located the boy, and he was returned safely to his parents. Mayor Watts thanked all of our staff for the services and efforts they give to our citizens and the Town of Valdese.

ADJOURNMENT: At 7:08 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, January 3, 2022, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

jl

Memorandum

To: Charlie Watts, Mayor
Town Council Members

From: Larry Johnson, Planning Director

Date: December 9, 2021

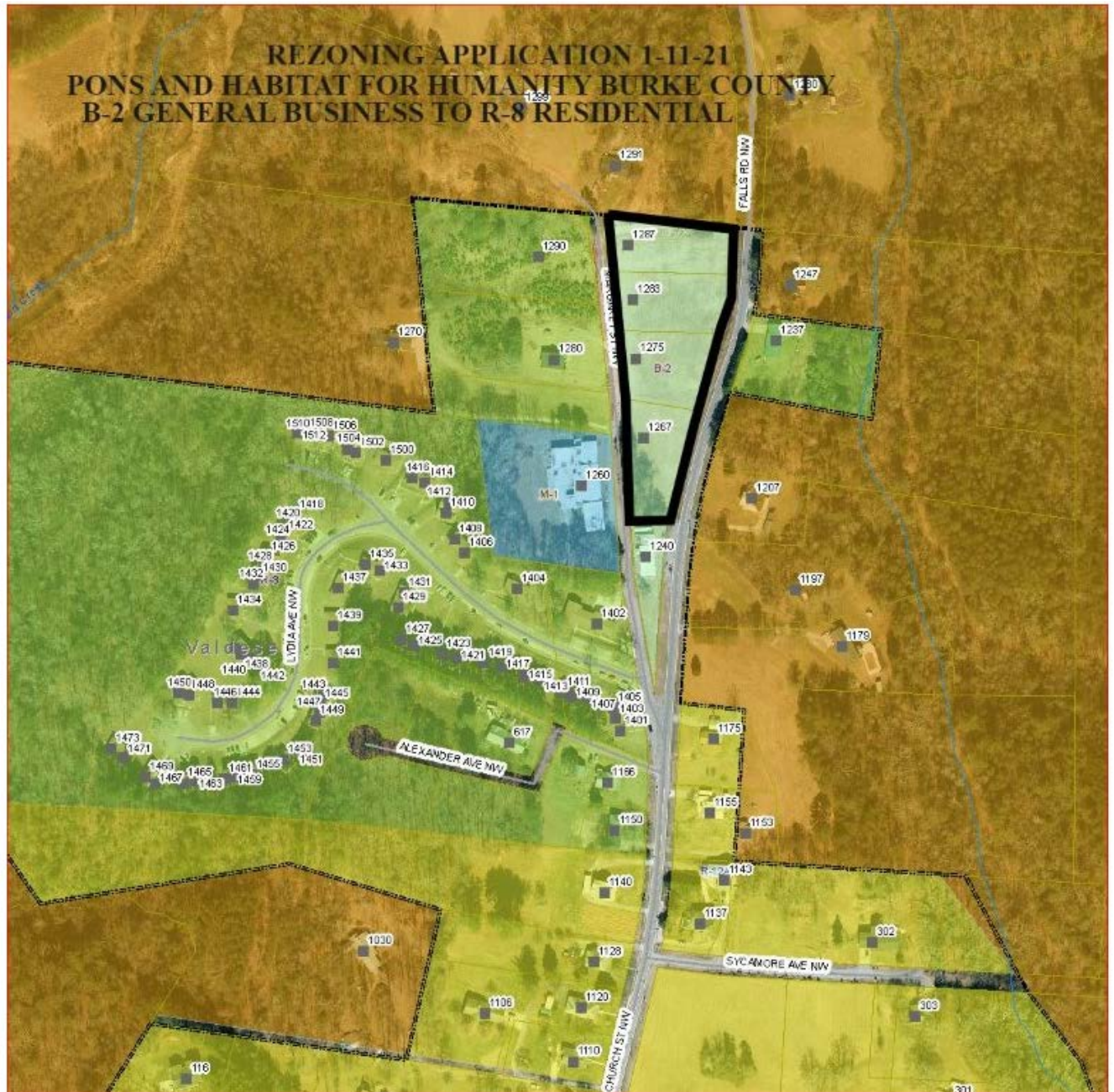
Subject: Set Public Hearing Date
Zoning Map Amendment

Staff respectfully request that Council set February 7, 2022 as the date to hold a public hearing for Zoning Map (rezoning) Amendment 1-11-21.

The Town has received a petition from Susan Pons and Habitat for Humanity Burke County requesting their property be rezoned from B-2 General Business to R-8 Residential. Any change in the zoning map requires a public hearing by Town Council.

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

If you have comments or questions, please contact me.



Memo to Town Council: February 7, 2022

The Valdese Town Council will hold a public hearing to receive public comment for the closeout of the Scattered Site Housing Project, Community Development Block Grant (CDBG) Number 17-C-2986. This grant rehabilitated six houses in the city limits of Valdese. CDBG funds provided 93% of the total expenditures. The total budget was CDBG \$350,600 and local funds for \$25,000. Five of the homeowners were low-income elderly citizens of Valdese, and they were all very appreciative of the rehab work done on their houses. One household was a low-income family with two children. This program improved their quality of life with the housing upgrades made to their home.

Thank you,
Lisa Helton
Community Development Administrator
WPCOG

McGalliard Creek Bridge Project

January 3, 2022

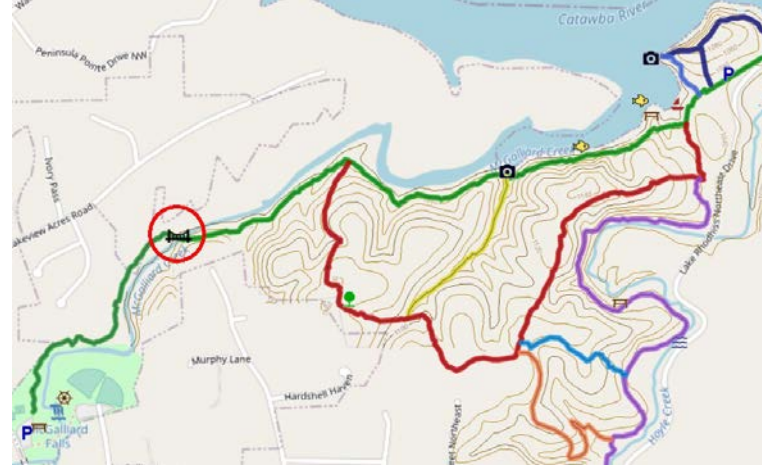
Town of Valdese Parks and Recreation Department



Project Overview

Project Purpose:

- ▶ To connect McGalliard Falls Park to the new greenway constructed at Valdese Lakeside Park.
- ▶ Creates a larger, connected park and trail system within town limits.
- ▶ Allows for greater access to amenities and focal points at both parks.



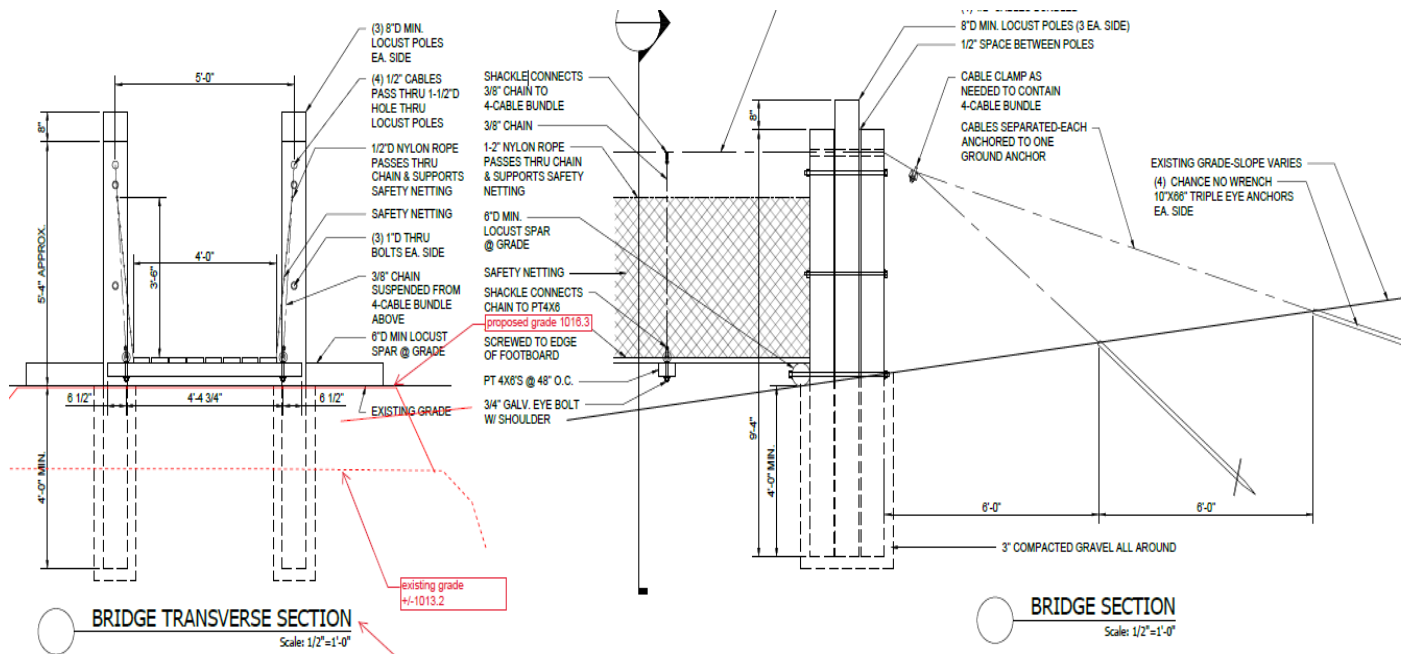
Construction Bids

- ▶ Staff-recommended bid: Beanstalk Bridges/Builders
 - ▶ \$150,000 total cost
 - ▶ Burke County-based company
- ▶ Other bids:
 - ▶ Alpine Towers International: \$148,750 + estimated \$10,000 cost of engineering and Geotech study
 - ▶ Phoenix Experiential Designs: \$145,000 + estimated \$15,000-\$20,000 cost of engineering and Geotech study



Proposed Bridge: Beanstalk Bridges/Builders

- ▶ 155' Suspension bridge spanning McGalliard Creek
 - ▶ 4' wide walking area
 - ▶ 3'6" tall safety netting along side of bridge
 - ▶ Locust beams for support at ends



Bridge Costs and Funding

Project Funding Sources:

- ▶ Recreational Trails Program (RTP) Grant
- ▶ State Budget Allocation to the Friends of the Valdese Rec
- ▶ Friends of the Valdese Rec Donations
- ▶ Rostan Family Foundation Gift



Memo

To: Jessica Lail, Town Clerk

From: David Andersen

cc: Town Council

Date: December 21, 2021

Re: Awarding Contract for McGalliard Creek Bridge

Parks and Recreation staff sought bids for a bridge to span McGalliard Creek to connect McGalliard Falls Park and the Valdese Lakeside Park.

Three companies submitted bids for construction of a suspension-style bridge:

- Beanstalk Bridges/Beanstalk Builders of Morganton, NC - \$150,000 (total cost)
- Alpine Towers of Asheville, NC - \$148,750 (+ estimated \$10,000 engineering and Geotech)
- Phoenix Experiential Designs of Boone, NC - \$145,000 (+ estimated \$15,000-\$20,000 engineering and Geotech)

Upon review of the bids, staff determined the \$150,000 bid from Beanstalk Bridges and Beanstalk Builders to be the most comprehensive in scope of work and services.

Attached is the contract for a suspension style bridge to be constructed by Beanstalk Bridges and Beanstalk Builders. Parks and Recreation Department staff recommends that you approve the contract and use project funds already collected and awarded grant funds to pay for the contract.

**McGalliard Creek Falls Catenary Bridge
BRIDGE CONSTRUCTION AGREEMENT
November 24, 2021**



This Bridge Construction Agreement (hereinafter the "**Agreement**") is made and entered into this _____ day of _____, 2021 between **BEANSTALK BRIDGES, LLC**, a North Carolina limited liability company with its principal place of business in Burke County, North Carolina, and **BEANSTALK BUILDERS LLC**, a North Carolina limited liability company with its principal place of business in Burke County, North Carolina (hereinafter collectively the "**Contractor**"); and **TOWN OF VALDESE**, a body politic and corporate of the State of North Carolina (hereinafter the "**Owner**") (the Contractor and Owner are hereinafter sometimes referred to individually as "**Party**" and collectively as "**Parties**").

WHEREAS, Contractor is engaged in the business of constructing bridges;

WHEREAS, Gregory S. Hoff serves as the license qualifier for Contractor with the North Carolina Licensing Board for General Contractors, License No. 82865;

WHEREAS, Owner is the owner of those certain tracts or parcels of real property situated in the Town of Valdese, Burke County, North Carolina, commonly known as McGalliard Pointe Drive NE, Parcel ID No. 2734843186, which is more particularly described in Deed Book 2488, Page 799, Burke County Registry, and 1149 Lake Rhodhiss Drive NE, Parcel ID No. 2744445905, which is more particularly described in Deed Book 2331, Page 723, Burke County Registry (hereinafter collectively, the "**McGalliard Falls Properties**"); and

WHEREAS, the Parties desire to enter into a contract for the construction of a catenary bridge connecting the McGalliard Falls Properties.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. CONTRACTOR RESPONSIBILITIES. Contractor agrees to furnish all materials, labor, supervision, tools, equipment, supplies, licenses, tests and permits as necessary to perform all of Contractor's Work described in Paragraph 2 below, for the construction of the McGalliard Creek Falls Catenary Bridge (hereinafter the "**Project**") in accordance with the terms and conditions of this Agreement and all plans and specifications for the Project, which are incorporated herein by reference.

2. CONTRACTOR WORK. "**Contractor Work**" or "**Contractor's Work**" or "**Work**" shall consist of the following:

A. Contractor shall provide all materials, labor, supervision, tools, equipment, supplies, licenses, tests and permits for construction of the Project including, but not limited to, the following: (i) protection of the Work and any adjacent infrastructure during the Project; (ii) provision of the bridge design, engineering, and layout; (iii) provision of all required permitting, (iv) provision of all necessary tools, scaffolding, implements, equipment, lifts, unloading, and storage; (v) provision of all materials required to complete the Project, including, but not limited to, four (4) bundles of 3 locust posts, locust deck boards and supporting locust members, full length safety netting, and entry ramp on west entrance of bridge; (vi) construction and/or installation of one 150' Catenary Bridge, including, but not limited to, lane clearing and brushing, grading the trail and terrace on east side of bridge, installation of locust post, ground screw anchors, cables and hardware, decking and safety netting; (vii) commissioning of all necessary testing and inspections; and (viii) completion of all clean-up from installation of the scope of Work.

B. No financial contingencies have been included for (i) site preparation, including, but not limited to, drainage infrastructure, fill or grading of the site, construction pad prep, or erosion mitigation measures, (ii) location and relocation of any underground utilities, (iii) provision of ADA access, (iv) poor site conditions including, but not limited to, sub-grade rock/soil that must be drilled for pole placements or guy wire anchor placements, low load-bearing soils, and unforeseen subsoil debris (stumps, stump holes, old septic areas, rocks, concrete, etc.). If such conditions are incurred, expenses associated with managing these conditions will be billed to Owner upon Owner's approval at market costs.

C. Contractor will not make any substitutions to its Work or materials unless it first receives written approval of Owner.

D. Contractor will at all times keep the Project site in a safe and orderly condition.

E. The Contractor Work includes all work incidental or related thereto, or reasonably inferable therefrom, for a complete Project. The Contract Work will be performed in accordance with the Contract and in a skillful and workmanlike manner, with material and equipment being both ample in quantity for the Project and of the kind and grade necessary for the purpose intended.

F. All labor, services and materials to be furnished as part of this Agreement will comply with all applicable federal, state and local statutes, regulations, rules, and ordinances, including without limitation, those relating to safety, hazardous waste, discrimination, fair employment, equal opportunity and workers' compensation. Additionally, Contractor is responsible for compliance with all building codes. Contractor will, solely at its own expense, correct any violations of the obligations in this Paragraph.

G. Contractor warrants that it is duly licensed by all applicable government authorities to perform the Contract Work, and that it will maintain such licenses at its own expense for a minimum of one (1) year after the date of final acceptance of the Project.

H. Contractor will prepare and submit to Owner in a timely manner all drawings, product samples, test results, instructions, certificates, and other required submittals

requested by Owner, if any, and obtain all required approvals, permits, and licenses necessary or required in connection with the Project.

3. OWNER'S RESPONSIBILITIES. Owner shall be responsible for the following on the Project: (i) location of underground utilities in and around the building site prior to the Contractor commencing the Project, (ii) provision of Builders Risk Insurance for the duration of the Project, (iii) provision of brush and maintenance access roads on either side of the bridge so trucks and machinery can easily pass through, (iv) removal of any unwanted brush and wood remaining from the clearing and brushing phase, (v) securing a no-rise analysis and any required certifications, and (vi) locating the Bridge Center Line.

4. COMMENCEMENT, COMPLETION AND SCHEDULE.

A. Contactor will commence and complete all Contract Work on the schedule specified below (hereinafter the "**Project Schedule**"):

i. Design Phase: The Design Phase shall include the course design and layout of the Project. The Design Phase shall commence immediately upon the Parties' execution of this Agreement. Owner agrees to meet with Contractor at the beginning of the Design Phase of the Project to examine the location and confirm the layout of the course of the Catenary Bridge. Owner or its agents or representatives also will be available for routine inspections of the Project, and will be available as reasonably necessary to visit the site if requested by the Contractor.

ii. Build Phase: The Build Phase shall include construction of the Project in accordance with Paragraph 2 and other applicable provisions of this Agreement. The Build Phase shall commence within thirty (30) days of the Parties' execution of this Agreement and shall be completed no more than ninety (90) days from the Parties' execution of this Agreement.

iii. Walkthrough and Inspections Phase. Within ten (10) days of Contractor's completion of the Work, Owner and its architects, engineers, and representative shall have the opportunity to inspect the Contract Work. Completion of the Walkthrough and Inspections Phase will not relieve Contractor of liability for the obligations assumed under this Agreement or for faulty or defective Work discovered after completion thereof.

B. The Project Schedule shall be extended as reasonably necessary due to unforeseeable causes reasonably beyond the control of the parties. Such causes may include, but shall not limited to, delays in payment, bad weather, acts of God, supply chain delays, regulations or orders of governmental authorities, emergency making it impossible, illegal, or otherwise inadvisable to continue construction. Contractor reserves the right to cease work if payment is late until such time as the default in payment is cured.

5. CONTRACT PRICE.

A. As total compensation for the Contract Work, and subject to the terms of this Agreement, Owner shall pay to Contractor One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (hereinafter the "**Contract Price**") on the following schedule:

i. Upon execution of this Agreement, Owner shall pay thirty-five percent (35%) of the Contract Price (\$52,500.00);

ii. Upon completion of the Building Phase, Owner shall pay Contractor thirty-five percent (35%) of the Contract Price (\$52,000.00); and

iii. Final payment of the balance of the Contract Price shall be made to Contractor within seven (7) days of: (a) completion of the Inspection and Walkthrough Phase of the Project Schedule; (b) receipt of Owner's waiver of all claims related to Contractor's Work, and (c) written resolution between Contractor and Owner of liens, defective work, and noncompliance with this Agreement or warranties. Final payment will not relieve Contractor of liability for the obligations assumed under this Agreement or for faulty or defective Work discovered after final payment.

B. When Owner so orders in writing, Contractor will make any and all changes in the Work that are within the general scope of this Agreement. Adjustments in the Contract Price or time, if any, resulting from such changes shall be identified in a Change Order. No such adjustments will be made for any such changes performed by Contractor that have not been so ordered in writing by Owner or its authorized representative before the change has begun.

C. In the event of default in payment under the terms of this Agreement and such default is not cured within ten (10) days' written notice by the non-defaulting party, a late fee of two percent (2%) of the amount due will be charged and assessed to the defaulting party.

D. As a condition to all payments under this Agreement, Contractor will provide, in a form satisfactory to Owner, partial lien or claim waivers and affidavits from Contractor and its subcontractors and material suppliers for the completed portion of the Work.

6. WARRANTY. Contractor warrants and guarantees that its Work is in conformance in all respects with this Agreement and further warrants that the Contract Work shall be free from structural defects and defects in workmanship under normal use and service. For a period of one year from the date of final acceptance of the Contract Work Contractor shall repair and/or replace any part of the Contract Work that fails to comply with this warranty or the terms of this Agreement. This warranty covers only such defects that are reported to Contractor in writing within one year of completion of the Work. Contractor shall have no obligation to repair or replace any part of the Work damaged by normal wear and tear, misuse, vandalism, Act of God or other cause not the act or deficient Work of Contractor. This warranty is expressly in lieu of all other warranties and representations, expressed or implied, and all other obligations or liabilities on the part of seller.

7. CONTRACTOR DEFAULT.

A. Should Contractor (a) fail to prosecute the Contractor Work diligently (including but not limited to failure to provide sufficient numbers of skilled workmen or property materials, or failure to adhere to the applicable performance schedules), (b) fail to perform any of its obligations under this Agreement, (c) file bankruptcy, assign assets for the benefit of creditors, become insolvent, or be unable or fail to pay its obligations as they mature, or (d) repeatedly perform the Contract Work in a manner which is rejected by the Owner's architect or

engineer or government inspectors having jurisdiction over the Project, the Owner may deem the Contractor to be in default and, at Owner's sole option, and without limitation and other remedies available at law or in equity, take one or more of the following actions:

i. Take temporary possession for a period of up to 120 hours of all Contractor's materials and equipment intended for performance of the Contract Work in order to assure its availability for completion of the Contract Work;

ii. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), cure the default at Contractor's expense and deduct the cost thereof from the Contract Price;

iii. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), give Contractor written notice of termination of this Agreement and, at Owner's option, take permanent possession of all of Contractor's materials, equipment, manuals, records, drawings, and other items intended for the performance of the Contract Work, which Contractor hereby assigns and transfers to Owner for such purpose.

B. In the event of termination of this Agreement as provided in this Paragraph, Contractor will receive no further payment of any unpaid portion of the Contract Price until such time as the Contract Work is completed, at which time the Contractor will be entitled to the unpaid portion of the Contract Price, less all costs and expenses (including reasonable attorneys' fees) incurred by Owner in curing said default and completing the Contract Work. If the Owner's said costs and expenses exceed the unpaid portion of the Contract Price, Contractor and its surety, if any, will be liable for, and will promptly pay to Owner, such excess amount and Owner shall have a lien upon Contractor's materials, tools, and equipment in Owner's possession to secure payment thereof.

8. INSPECTIONS. Contractor will be solely responsible for its own inspections of the Contract Work for conformance with this Agreement. Contractor will provide, and will ensure that its subcontractors and material suppliers provide sufficient, safe, and proper facilities for the inspection and/or observation of the Contract Work by the Owner or its architect, engineer, or representative as may be requested.

9. PUNCH LIST OBLIGATIONS. Contractor will promptly perform any and all punch list work submitted by Owner. If this work is not performed within five (5) working days from Owner's written notice of such work, then without waiving any other remedies it has, Owner may complete the work and deduct the costs from the Contract Price.

10. RISK OF LOSS. Contractor will be responsible for the receipt, delivery, unloading, storage, warehousing, protection, insurance, and all risk of loss relating to any materials or equipment it is to furnish, install, provide, or have provided to it in performance of this Agreement.

11. CORRECTION OF NON-COMPLYING WORK. Contractor will, within seventy-two (72) hours after notice from Owner or immediately upon notice from Owner in emergency or critical path situations, remove any designated portion of the Contract Work which is condemned

or is disapproved as not being in compliance with the requirements of this Agreement. Contractor will promptly, at its own expense, correct the same. If Owner decides that it will accept nonconforming Work, Owner will be entitled to an equitable credit for the nonconformity.

12. CONTRACTOR'S INSURANCE. Prior to start of the Contract Work, Contractor will procure for the Contract Work and maintain in force Workers' Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and any other insurance required under this Agreement.

13. CONTRACTOR INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, and its architects, engineers, agents, and representatives from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Contractor's Work, including, but not limited to, (a) any such claim, damage, loss, or expense attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Contractor's Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable; and (b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement. Loss or damage due to acts of Contractor will be deducted from the amounts otherwise due Contractor. Contractor agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this Agreement.

14. OWNER INDEMNITY. To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting arising out of or resulting from Owner's operation of the bridge structure after completion of the Work and not otherwise resulting from Contractor's negligent conduct or faulty or deficient Work, including trespassers or others not authorized to be on the structure. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement, specifically including, but not limited to, Contractor's obligation for indemnity set forth in Paragraph 13.

15. TIME IS OF THE ESSENCE. Time is of the essence for both Owner and Contractor, and both Parties mutually agree to perform their respective obligations so that the entire Project may be completed in accordance with this Agreement and the Project Schedule. Contractor agrees that its work shall be prosecuted regularly, diligently, and in an uninterrupted fashion.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties, and all agreements entered prior to or contemporaneously with the execution of this Agreement are excluded whether or not in writing. All changes, additions, or deletions hereto must be in writing and signed by the Parties.

17. APPLICABLE LAW. Conflicts arising from this Agreement shall lie exclusively within the jurisdiction of the laws and courts of the North Carolina and this Agreement shall be

governed by and interpreted under the laws of North Carolina excluding its conflict of laws provisions. In the event of breach of this Agreement, the breaching Party shall be liable for all reasonable attorney's fees and costs necessary to enforce this Agreement by the non-breaching Party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

CONTRACTOR:

BEANSTALK BUILDERS LLC,
a North Carolina limited liability company

By: _____
Its: _____

BEANSTALK BRIDGES LLC,
a North Carolina limited liability company

By: _____
Its: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Member-Manager for Beanstalk Builders, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and by him as Member-Manager.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
👉 NOTARY SEAL

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Member-Manager for Beanstalk Bridges, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and by him as Member-Manager.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
👉 NOTARY SEAL

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above written.

OWNER:

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

ATTEST:

(SEAL)

_____, Mayor

Jessica Lail, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____ a Notary Public of said county and state, certify that Jessica Lail personally came before me this day and acknowledged that she is Town Clerk of the Town of Valdese, a North Carolina municipal corporation, and that by authority duly given and as the act of the Town Council of the Town of Valdese, the foregoing instrument was signed in its name and by its Mayor, _____, sealed with its corporate seal and attested by her as its Town Clerk.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2021.

Notary Public
Print Name: _____
My Commission expires: _____
👉 NOTARY SEAL

December 17, 2021

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

RE: McGalliard Creek Bridge Engineering Services
Construction Phase

Dear Mr. Eckard,

Pursuant to your request, McGill Associates (McGill) is pleased to provide this proposal for engineering services to the Town of Valdese for the above-referenced project.

We understand that the Town will execute an agreement with Beanstalk Builders to construct a new suspension bridge over McGalliard Creek which will connect the Town's Lakeside Park and McGalliard Falls Park. The project includes the construction of all bridge members and associated site work to construct the proposed bridge as previously discussed with the Town and as permitted by the local Flood Plain Administrator.

Further we understand that this project's funding sources are all coming from external sources including private donations from the Friends of the Valdese Rec, grant funds from NCDOT and the Recreational Trails Program. Those funds are to be administered by the Town or Others.

Based upon our statement of understanding above, we propose to provide the services enumerated below, utilizing plans prepared by Beanstalk Builders to the extent possible. It is understood that those design plans prepared by Beanstalk are hereby deemed reliable and will be utilized as prepared, with only minor modifications as needed for implementation and construction.

Construction Phase Services

1. Attend a preconstruction meeting with the Town and Contractor to review the requirements of the project and establish anticipated schedules.
2. Review and process shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples as required.
3. Provide professional surveying services to assist the Contractor in construction "layout and staking" for the proposed two end points of the bridge.
4. Provide a Construction Field Representative (CFR) to observe the progress and quality of the executed work and determine in general if the work is proceeding in accordance with the Contract Documents. As part of this contract, field observation will be provided for up to

ten (10) hours per week during active construction (regular working hours) by a CFR for an anticipated construction period of two (2) months.

5. Based on the on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment and supporting data, determine the amount owing to the Contractor(s) and approve to the Owner payment to the Contractor(s) in such amounts; based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief the quality of the work is in accordance with the Contract Documents.
6. Receive, review, and respond to Requests for Information submitted by the Contractor. Coordinate with the Owner to issue Bulletin Drawings providing clarification for differing, previously unknown field conditions.
7. Prepare change orders as required and require special inspection or testing of the work if necessary.
8. Review the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.
9. Conduct a final walk through with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all his obligations thereunder so that the Engineer may approve to the Owner final payment to the Contractor.
10. Conduct a final visit to the site by professional surveyors to verify as-built locations of the bridge comply with the permitted No-Rise Certification.

Exclusions and Additional Services

1. Making revisions when such revisions are inconsistent with approvals or instruction previously given by the Town or are due to causes beyond the control of McGill.
2. Work required because of errors in sketches, drawings, or bridge system information provided by others.
3. Providing services of professional consultants for items of work other than those outlined under the Scope of Services.
4. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Scope of Services above.
5. Providing construction observation and construction administration for more time than outlined in the Scope of Services.
6. Providing additional testing documentation and information related to requirements associated with NCDOT funding requirements.

7. Assisting with funding administration, reporting, compliance document preparation and reimbursement requests including but not limited to funding administration related to NCDOT and RTP.

Basis for Compensation

Based on our understanding of the requested work, we propose to provide the scope of services detailed in this agreement for the following fees:

<u>Construction Phase Services (Lump Sum)</u>	<u>\$17,500</u>
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<u>Additional Services – (if Required)</u>	<u>Hourly per enclosed Standard Fee Schedule</u>
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We appreciate the opportunity to provide this proposal and look forward to assisting the Town with this important effort. We are prepared to begin work upon your authorization. If this proposal is acceptable to you, please sign below and return one (1) copy to our office.

If you have any questions concerning this proposal, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

Douglas Chapman, PE
Principal – Hickory Office Manager

cc: Mr. RJ Mozeley, PE, McGill Associates, P.A.

ACCEPTED:

Seth Eckard, Town Manager

Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2022 by Finance Officer, _____, Town of Valdese, North Carolina.

TOWN OF VALDESE
Financial Highlights
Years Ended June 30, 2021 and 2020

<u>General Fund (Includes Powell Bill Funds)</u>	2021 Summarized Budget	<u>2021</u>	<u>2020</u>
Total assets		\$ 5,504,828	\$ 4,734,056
Fund balance		\$ 5,286,477	\$ 4,528,448
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		\$ 38,562	\$ 9,107
Total revenue	\$ 4,936,220	\$ 5,226,030	\$ 5,043,110
Total expenditures	\$ 5,339,790	\$ 4,589,002	\$ 4,771,543
Revenues over (under) expenditures before other financing sources (uses)		\$ 637,028	\$ 271,567
Other income (expense)	\$ 403,570	\$ 121,000	\$ 92,313
Increase (decrease) in fund balance		\$ 758,028	\$ 363,880
Ad valorem taxes collected		\$ 2,313,313	\$ 2,220,386
Percent of taxes collected - current year levy		97.81%	97.89%
Investment income		\$ 4,357	\$ 89,543
Fund Balance Available			
Unassigned Fund Balance		<u>4,299,677</u>	<u>3,524,437</u>
Expenditures and other financing sources and uses		4,589,002	4,771,543
Unassigned Fund Balance Percentage		93.69%	73.86%

* Local Government Commission minimum recommended general fund balance should be at least 8% of general fund expenditures at the end of the fiscal year.

	<u>2021</u>	<u>2020</u>
<u>Water and Sewer Fund</u>		
Cash, cash equivalents and investments	\$ 1,381,860	\$ 829,467
Total assets	\$28,098,972	\$25,005,206
Net position	\$22,478,620	\$20,630,921
Operating revenue	\$ 5,130,346	\$ 4,947,109
Operating expenses	\$ 5,237,551	\$ 5,139,005
Operating income (loss)	\$ (107,205)	\$ (191,895)
Nonoperating revenue (expenses)	\$ 126,506	\$ (177,114)
Transfers (to) from	\$ (221,000)	\$ (126,935)
Capital Contributions	\$ 2,049,398	\$ 201,624
Change in net position, includes \$1,120,935 of depreciation expense 2021	\$ 1,847,699	\$ (294,320)
Accounts receivable - customers	\$ 582,893	\$ 561,937
Investment income	\$ 222	\$ 12,830
Days sales in accounts receivable	41.46	41.48
Fund Balance Available		
Unrestricted Fund Balance	<u>\$ 1,678,904</u>	<u>\$ 1,265,793</u>
Expenditures and other financing sources and uses	5,237,551	5,139,005
Unrestricted Fund Balance Percentage	32.05%	24.63%

Valdese Town Council Meeting

Monday, January 3, 2022

Capital Project Ordinance Amendment # 1-33

Subject: McGalliard Creek Bridge

Description: To amend capital project ordinance Fund 33
This will setup the revenues and expenses to account for the various financing sources and contracts associated with the bridge construction.

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
33.3970.002	State Budget Appropriation		57,500
33.3970.003	Donations		50,000
33.3970.004	RTP Grant		100,000
Total		\$0	\$207,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
33.6200.150	Bidding and Award	850	
33.6200.150	Construction Administration	17,500	
33.6200.160	Grant Administration	5,000	
33.6200.760	Construction	150,000	
33.6200.900	Contingency	34,150	
Total		\$207,500	\$0

Section II:

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