

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, July 10, 2023
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

Recognition of Draughn High School Baseball Team

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 June 5, 2023
- B. Set Public Hearing Date for August 7, 2023, for the Rezoning of Burke County/Burke County Board of Education

7. New Business

- A. Introduction of New Employee
- B. Adoption of Creating Outdoor Recreation Economy(CORE) Strategic Plan
- C. Agreement for Automatic Aid for Fire Protection – Triple Community Fire Department
- D. Approval of Engineering Services for Street Improvements

8. Manager's Report

- A. Family Friday Nights, 7:00 p.m. – 10:00 p.m., at the Temple Field. Concerts will continue every Friday until September 1, 2023. Band schedule available at visitvaldese.com.
- B. Old Colony Players Presents: 55th Anniversary Production of From This Day Forward, July 14-August 12, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre
- C. Next Regular Council meeting scheduled for Monday, August 7, 2023, 6 p.m.

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Watts
Town Council

From: Seth Eckard, Town Manager

Date: July 7, 2023

Subject: Monday, July 10, 2023, Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of June 5, 2023

B. Set Public Hearing Date for August 7, 2023, for the Re-zoning of Burke County/Burke County Board of Education

Enclosed in the agenda packet is a memo and a location map from the Planning Department requesting that Council set a public hearing date on Monday, August 7, 2023, for the re-zoning of Burke County/Burke County Board of Education from M-1 Manufacturing District to R-12A Residential District.

7. New Business

A. Introduction of New Employee

Water Resources Director Greg Padgett will introduce Wastewater Treatment Plant Superintendent Stacy Rowe.

B. Adoption of Creating Outdoor Recreation Economy(CORE) Strategic Plan

Enclosed in the agenda packet is a memo from Parks & Recreation Director David Andersen, a PowerPoint by Kyle Case the ARC Planner and a final CORE report for the Town of Valdese. Council voted at the meeting on January 9, 2023, to accept the CORE services. Since then, ARC, Commerce representatives, and the CORE committee have held several planning sessions to create a long-term, coherent plan for growing the outdoor recreation economy in the Town of Valdese.

Requested Action: Staff recommends that Council adopt the CORE strategic plan for the Town of Valdese.

C. Agreement for Automatic Aid for Fire Department – Triple Community Fire Department

Enclosed in the agenda packet is a memo from Fire Chief Truman Walton and an Agreement for Automatic Aid for Fire Protection with Triple Community Fire Department. This is an updated contract to cover The Settings development that now does not require financial obligation. The agreement is in place because The Settings is located farther than five miles from the Valdese Fire Department.

Requested Action: Staff recommends that Council approve the Agreement for Automatic Aid with Triple Community Fire Department.

D. Approval of Engineering Services for Street Improvements

Enclosed in the agenda packet is a memo from Assistant Town Manager/CFO Bo Weichel and an engineering contract from McGill Associates for the FY23-24 Street Improvements plan in the amount of \$45,100. The engineering services will ensure professional assistance from industry experts in the planning, design, bidding, and construction phases. Also included in the packet is a PowerPoint showing the proposed roads to be paved. Funds for this contract will come from the FY 23-24 street improvements and paving budget.

Requested Action:

Staff requests Council approve the engineering contract with McGill Associates for the Street Improvements Plan for FY23-24, in the amount of \$45,100.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT
MAY 1st-31st, 2023

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF MAY, 2023. 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	116 HOURS		
VEHICLE DUTY	97 HOURS		
EQUIPMENT DUTY	38 HOURS		
EMERGENCY RESPONSES (ON DUTY)	69 HOURS		
TRAINING (ON DUTY)	176 HOURS		
FIRE ADMINISTRATION	124 HOURS		
TRAINING ADMINISTRATION	6 HOURS		
MEETINGS	17 HOURS		
FIRE PREVENTION ADMINISTRATION	74 HOURS		
FIRE PREVENTION INSPECTIONS	41 HOURS		
	<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
	ASSEMBLY	12	43
	BUSINESS	2	6
	DAYCARE	0	0
	EDUCATIONAL	0	0
	FACTORY	0	0
	HAZARDOUS	0	0
	INSTITUTIONAL	0	0
	MERCANTILE	4	6
	RESIDENTIAL	5	9
	STORAGE	0	0
	FOSTER HOME	0	0
	REINSPECTIONS	11	13
	TOTAL:	34	77
PUBLIC RELATIONS	9 HOURS		
HYDRANT MAINTENANCE	16 HOURS		
SAFETY ADMINISTRATION	8 HOURS		
SAFE KIDS ADMIN/CRS INSPECTIONS	10 HOURS		
EXTRA DUTY FIRES	18 HOURS		
NON-DEPARTMENTAL DUTIES	9 HOURS		
EXTRA DUTY TRAINING	31 HOURS		
EXTRA DUTY FIRE/MED STANDBY	16 HOURS		
PHYSICAL TRAINING	16 HOURS		
EXTRA DUTY MEDICAL RESPONSES	37 HOURS		
VOLUNTEER FIREFIGHTER TRAINING	69 HOURS		
TOTAL TRAINING MANHOURS:	276 HOURS		

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	3
CARBON MONOXIDE ALARM	0
MUTUAL AID TO STATION 64	0
MUTUAL AID TO STATION 67	0
ILLEGAL BURN	1
SMOKE SCARE	1
FIRE INVESTIGATION	0
FIRE STANDBY	1
GAS ODOR	1
SERVICE CALL	5
VEHICLE FIRE	1
TREE DOWN	<u>2</u>
	15
<u>MEDICAL:</u>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	2
BACK PAIN	0
CANCELLED ENROUT	2
CARDIAC	1
CHEST PAIN	4
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	0
FALL	7
GUNSHOT	0
HEADACHE	0
HEMORRHAGE	0
MOTOR VEHICLE ACCIDENT	1
MEDICAL STANDBY	0
OTHER	4
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	3
RESPIRATORY	5
SEIZURE	2
SICK	6
STROKE	2
TRAUMATIC	2
UNCONSCIOUS	3
UNKNOWN	<u>0</u>
	45
<u>TOTAL RESPONSES:</u>	<u>60</u>

TRUMAN WALTON, CHIEF
VALDESE FIRE DEPARTMENT

Town of Valdese Personnel Report

	<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>	Tyler Angley	Police Sergeant	Police Officer	Police Department	7/1/2023
	Billy Hicks	Police Sergeant	Police Officer	Police Department	7/1/2023
<i>New Hires</i>	Stacy Rowe	WWTP Superintendent		WWTP	5/30/2023
<i>Transfers</i>					

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

July 5th, 2023

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

Progress reports: Boots on the Ground

<u>Location:</u>	<u>Officer Visits:</u>
McGalliard Falls	99 Visual Checks / Walk around
Old Rock School	84 Visuals Checks / Walk around
Children's Park	72 Visual Checks / Walk around
Community Center	120 Visual Checks / Walk around
Lakeside Park	59 Community Contact
Main St Extra Patrol	Nightly Door Checks
Business/Residential Contact	38 Community Policing
Family Fun Night	3 Community Checks
Myra's Car show	5 Community Checks

Our officer have logged 519 residential/business security checks, 967 extra patrols and 97 community policing contacts in 30 days for a total of 1,583 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

June 2023

Tourism Statistics

visitvaldese.com Visits (last 28 days) 6,118

townofvaldese.com Visits (last 28 days) 4,045

Top 5 Pages Viewed (townofvaldese): Aquatics & Fitness, Recreation, Utilities, Program Schedules, Career Opp.

Facebook

of followers 16,532

Post Engagement (last 28 days) 22,139

Post Reach (last 28 days) 71,899

Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive: 99.9%

Negative: .1%

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

Approximate # of Visitors to the Tourism/CA Office 493

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	2
TEACHER'S COTTAGE	10
WALDENSIAN ROOM	7
CLASSROOMS	0
MAJOR EVENT (ENTIRE SCHOOL)	3
Major Events Held at the Old Rock School	Average Number of Attendees
Dance & Tumble Showcase, VES Awards Day, Pitch Perfect Showcase	260
Monthly Old Rock School Rentals	19
Old Rock School Total Attendance	3,800

CA Summary for June 2023

June was a busy and productive month for Community Affairs, with the build up to the largest event of the year (Independence Day Celebration). The team has been heavily focused on event preparation and promotion for all summer events, including Family Friday Nights and the 48th Annual Waldensian Festival. Vendor communication is key during this time, with approximately 120 vendors already booked for festival. Rentals have also kept the department busy with school events, from graduations to awards ceremonies. The Old Rock School also hosted a week-long vocal performance showcase for Pitch Perfect Studios. With the approach of the new budget year, inventory for office supplies is underway as well as brainstorming for next year's calendar of events. Our department is also in contact with PBS NC Weekend in regards to an upcoming segment for the Old Rock School and outdoor drama, "From This Day Forward". Bluegrass at the Rock season ticket sales remain steady and sales for tickets for the individual shows will go live in July. Fall event prep is slowly beginning, with the finalization of the vendor application for the Christmas Craft Market in November. Applications for this event will be published in July as well.

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
JUNE 5, 2023**

The Town of Valdese Town Council met on Monday, June 5, 2023, 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 Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Tim Skidmore, Councilman Tim Barus, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Assistant Town Manager/CFO Bo Weichel, Town Clerk Jessica Lail, and various Department Heads.

Absent: None

A quorum was present.

Mayor Watts called the meeting to order at 6:00 p.m. He offered the invocation and led the Pledge of Allegiance to the Flag.

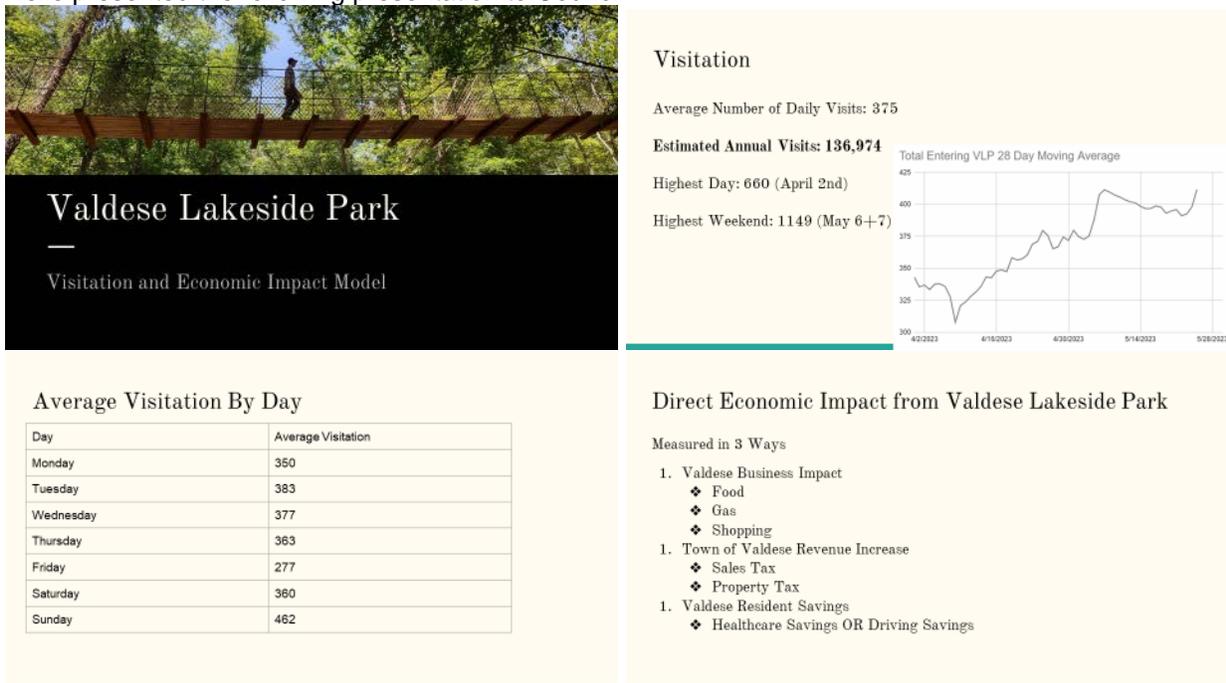
OPEN FORUM/PUBLIC COMMENT:

Mayor Pro Tem Frances Hildebran read the Rules & Procedures for Public Comment:

Rule 5. Public Comment

Any individual or group who wishes to address the council shall inform the town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Comments should be limited to five minutes per speaker. If the speakers' comments need to be addressed upon the direction of this Council, someone from the management team will be in touch with you later.

VALDESE LAKESIDE PARK, ZAKK HEILE, 5291 MINERAL SPRINGS MTN AVE., VALDESE, NC: Mr. Heile presented the following presentation to Council:



Valdese Lakeside Park
—
Visitation and Economic Impact Model

Visitation

Average Number of Daily Visits: 375

Estimated Annual Visits: **136,974**

Highest Day: 660 (April 2nd)

Highest Weekend: 1149 (May 6+7)

Total Entering VLP 28 Day Moving Average

Day	Average Visitation
Monday	350
Tuesday	383
Wednesday	377
Thursday	363
Friday	277
Saturday	360
Sunday	462

Direct Economic Impact from Valdese Lakeside Park

Measured in 3 Ways

- Valdese Business Impact
 - ❖ Food
 - ❖ Gas
 - ❖ Shopping
- Town of Valdese Revenue Increase
 - ❖ Sales Tax
 - ❖ Property Tax
- Valdese Resident Savings
 - ❖ Healthcare Savings OR Driving Savings

Visitor Stats

- Valdese (32.71%) - \$5.23 per visit
- Other Place in Burke County (33.96%) - \$7.31 per visit
- Out Of County (32.33%) - \$6.75 per visit

	Food %	Gas %	Shopping %
Valdese	19.43%	13.05%	4.59%
Other Burke County	24.27%	16.68%	14.50%
Out Of County	22.47%	18.08%	7.76%

Total Annual Valdese Business Impact

\$882,300 Annually (\$2,417 per day).

\$398,276 of this comes from food, \$281,135 from gas, and \$193,782 from shopping.

Annual Town of Valdese Total Revenue Increase

Added Sales Tax Revenue: \$2,329 (0.11% of transactions)

Added Property Tax Revenue: \$22,337 (2.5% increase of residential property value within 2000 feet of the park)

Total Added Annual Revenue for the Town of Valdese: \$24,666

Annual Valdese Resident Savings

Prior to the park being open, residents of Valdese had two options.

1. Drive farther to a park
2. Not visit any parks

Whichever choice they made would cost them more, whether in having to spend more on healthcare, or more on transportation costs.

Averaging Healthcare and Transportation

	Amount Saved	Weight
Healthcare	\$540,593	30%
Transportation	\$247,378	70%

Total Annual Valdese Resident Savings: \$335,343

\$338 Annual Savings per Valdese Residents that are park visitors

Total Economic Impact from Valdese Lakeside Park

Valdese Business Revenue Increase: \$882,300

Town of Valdese Revenue Increase: \$24,666

Valdese Resident Savings: \$335,343

Total Economic Impact: \$1,242,308

136,974 Annual Visits to Valdese Lakeside Park

Mr. Heile shared that it has been amazing to see the park's impact on the community and the health benefits it brings, and he has been so happy to be a part of it. Members of the Council expressed their appreciation to Mr. Heile and his family and others that have contributed to the park.

FRIDAY MOVIE NIGHT, JIM JACUMIN, 3690 MILLER BRIDGE RD, CONNELLY SPRINGS: Mr. Jacumin shared that 12 churches came together four years ago to try to improve the community by sharing Friday night movies for children. Mr. Jacumin said that it stopped when the Council decided to move the music from 9:00 pm to 10:00 pm, making it hard to hear. Mr. Jacumin shared that since the music is at the football field, it would be possible to try it again. Mr. Jacumin would like to start this again by watching wholesome movies and would like the Council's blessing.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF MAY 1, 2023

ADOPTED REVISED VALDESE TOWN COUNCIL RULES OF PROCEDURES The Valdese Town Council Rules of Procedures, revised March 3, 2021, has been revised in "Rule 5. Public Comment" to add, *person(s) must be present if they wish to address the Council.* (NOTE: A copy of the Rules of Procedures may be found in the Clerk's Office.)

APPROVED VEDIC BOARD OF DIRECTORS APPOINTMENT The VEDIC Board of Directors recommended the reappointment of Suzanne Wallace to a second term to the VEDIC Board. The three-year term will expire on July 1, 2026.

APPROVED LEASE AGREEMENT AT THE OLD ROCK SCHOOL DREAM CONNECTIONS Lease agreement for rental space at the Old Rock School. The Dream Connections Lease is in the amount of \$1,045 per month.

APPROVED REQUEST FROM OLD COLONY PLAYERS TO SELL ALCOHOL The Old Colony Players has been authorized to partner with The Levee Brewery and Pub to sell beer and wine(Hard Cider) at the following productions:

- "From This Day Forward" at the Fred B. Cranford Amphitheatre. The show will run July 14, 15, 21, 22, 28, 29 and August 4, 5, 11 and 12. Show time is 8:00 PM
- OCP Dinner Theatre September in the Waldensian Room. September 7, 8 and 9 at 6:00 PM and September 10 at 2:00 PM
- "Young Frankenstein" at the Fred B Cranford Amphitheatre. October 13, 14, 19, 20, 21, 26, 27 and 28 at 7:30 PM

Councilwoman Hildebran made a motion to approve the Consent Agenda as presented, seconded by Councilwoman Lowman. The vote was unanimous.

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEE: Police Chief Jack Moss introduced new Police Officer, Gage Davis. Officer Davis thanked the Council for this opportunity and shared it is a privilege to work in the same town he resides in.

APPROVED FY 2023-2024 BUDGET PUBLIC HEARING & ORDINANCE ADOPTION: Mayor Watts opened the Public Hearing at 6:15 p.m. Town Manager Seth Eckard shared that there had been no changes since the May 1, 2023, Council meeting.

Mayor Watts asked if anyone wished to speak either for or against the proposed budget. (No speakers)

Councilman Mears asked that assuming the budget was passed, funds for street paving of \$350,000 would be transferred to the Capital Projects Street Improvements fund? Town Manager Seth Eckard said yes.

Councilwoman Hildebran addressed the public, sharing that the Council has been studying and reviewing this budget since March, had public meetings, changes have been made throughout the process, and they are pleased with the outcome. Councilman Barus added that we had two full days of meetings where no citizens attended, we had a property revaluation from Burke County, we had inflation and supply chain difficulties, and Council came together as a team to provide an appropriate budget. Councilman Barus mentioned that we had to consider employee pay that is behind and thanked all the employees for their services. Councilman Barus asked the citizens to call the Council members with questions. (Council member telephone numbers can be found on the Town of Valdese website.)

Councilwoman Lowman shared that she was happy to see a decrease for residents in the Aquatic and Fitness membership fees and an increase for folks not citizens of the Town of Valdese. Councilwoman Lowman shared that she is a big proponent of the Valdese Library funds that have stayed the same.

Mayor Watts asked if anyone else wished to speak. Hearing none, Mayor Watts closed the Public Hearing at 6:21 p.m.

**TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2023-2024**

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

Section 1: The following amounts are hereby appropriated to the fund set forth for the operation of the town government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for this town:

GENERAL FUND - OPERATIONS		\$	7,219,809
Governing Body	\$		76,989
Administration			1,199,605
Public Works			195,689
Maintenance & Grounds			283,573
Planning			127,144
Police			1,295,208
Fire			1,211,715
Street			643,820
Powell Bill			146,300
Sanitation			368,199
Recreation			981,680
Tourism/Community Affairs			689,887
 GENERAL FUND - CAPITAL OUTLAY		 \$	 473,800
Governing Body	\$		-
Administration			20,000
Public Works			41,000
Maintenance & Grounds			-
Planning			3,000
Police			45,000
Fire			-
Street			-
Powell Bill			-
Sanitation			165,000
Recreation			104,800
Tourism/Community Affairs			95,000
 WATER SEWER FUND - OPERATIONS		 \$	 5,178,298
Water	\$		2,103,250
Wastewater			1,746,881
Water & Sewer Construction			1,328,166
 WATER SEWER FUND - CAPITAL OUTLAY		 \$	 503,700
Water	\$		76,000
Wastewater			175,000
Water & Sewer Construction			252,700
 TOTAL BUDGET		 \$	 13,375,607

**TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2023-2024**

Section 2: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2023 as follows:

GENERAL FUND	\$	7,693,609
UTILITY FUND		5,681,998
TOTAL REVENUES		\$ 13,375,607

Section 3: There is hereby levied an ad valorem tax at the rate of fifty-one and one half cents (\$0.515) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2023, for the purpose of raising a portion of the revenue listed in the General Fund appropriation in Section II of this ordinance. This rate, based upon an estimated total valuation of \$474,327,481 will generate a levy of \$2,406,145 with an estimated collection rate of 98.50%.

Section 4: As set forth in the Utility Fund Debt Service of the FY 2023-2024 budget document, the amount of \$358,386 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 5: As set forth in the General Fund Debt Service Section of the FY 2023-2024 budget document, the amount of \$260,244 is appropriated for the purpose of debt service and that this amount is sufficient for the complete and proper payment of all bond principal, bond interest and commissions on the outstanding debt of the town relating thereto for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

Section 6: The operating funds encumbered on the financial records of June 30, 2023 are hereby reappropriated into this budget.

Section 7: The corresponding "Fiscal Year 2023-2024 Rate and Fee Schedule" is approved with the adoption of this Annual Budget Ordinance.

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

- a. He may transfer amounts between line-item expenditures within a department without limitation and without a report being required.
- b. He may transfer amounts of \$10,000 between departments of the same fund without a report being required.
- c. He may not transfer any amounts between funds or from any fund balance appropriation within any fund without approval of the Town Council.

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

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

**TOWN OF VALDESE BUDGET ORDINANCE
FISCAL YEAR 2023-2024**

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

Upon introduction by Town Manager Seth B. Eckard, motion to adopt by

Council _____, and seconded by Council _____, the vote was _____.

This ordinance is adopted on this the 5th day June, 2023.

Charles Watts, Mayor

Attest: _____
Jessica Lail, Town Clerk

PUBLIC NOTICE TOWN OF VALDESE	
Public notice is hereby given that a public hearing will be held on Monday, June 5, 2023, at 6:00 p.m., Valdese Town Hall, Town Council Chambers, 102 Massel Avenue SW, Valdese, North Carolina, to receive public comments and input concerning the Fiscal Year 2023 - 2024 proposed budget. The budget has been submitted to the Governing Board and is available for public inspection in the Office of Town Clerk.	
SUMMARY OF FISCAL YEAR 2023 - 2024 PROPOSED BUDGET	
Section I: The following amounts are hereby appropriated to the fund set forth for the operation of the Town Government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the Chart of Accounts heretofore established for this Town:	
GENERAL FUND OPERATIONS	\$7,219,809
Governing Body	\$76,989
Administration	1,199,605
Public Works	195,689
Maintenance & Grounds	283,573
Planning	127,144
Police	1,295,208
Fire	1,211,715
Street	643,820
Powell Bill	146,300
Sanitation	368,199
Recreation	981,680
Tourism/Community Affairs	689,887
GENERAL FUND - CAPITAL OUTLAY	\$ 473,800
Governing Body	\$
Administration	20,000
Public Works	41,000
Maintenance & Grounds	-
Planning	3,000
Police	45,000
Fire	-
Street	-
Powell Bill	-
Sanitation	165,000
Recreation	104,800
Tourism/Community Affairs	95,000
WATER SEWER FUND - OPERATIONS	\$ 5,178,298
Water	\$ 2,107,750
Wastewater	1,751,881
Water & Sewer Construction	1,332,366
WATER SEWER FUND - CAPITAL OUTLAY	\$ 503,700
Water	\$ 76,000
Wastewater	175,000
Water & Sewer Construction	252,700
TOTAL BUDGET	\$ 13,375,607
Section II: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2023 as follows:	
GENERAL FUND	\$ 7,693,609
UTILITY FUN	5,681,998
TOTAL REVENUES	\$ 13,375,607
Jessica Lail, Clerk	
PUBLISH: May 24, 2023	

Councilman Barus made a motion to adopt the FY 2023-2024 Fee Schedules, FY 2023-2024 General Fund Capital Improvement Plan, FY 2023-2024 Utility Capital Improvements Plan, and the FY 2023-2024 Budget Ordinance, seconded by Councilwoman Lowman. The vote was unanimous.

ADOPTED REVISED POSITION CLASSIFICATION AND PAY PLAN Town Manager Seth Eckard explained that this request had two parts: one for the pay plan and one to add a position. Mr. Eckard shared that during the budgeting process, staff worked on recruitment and retention ideas, and out of that was to have a more competitive starting pay for potential hires. Mr. Eckard shared that staff recommended increasing the pay plan by 10% across the board, and any current employee that was paid below the minimum would be brought up to the new minimum and would still qualify for the COLA.

Fire Chief Truman Walton explained that he would like to reclassify one of the positions. Chief Walton explained that currently, there is a Chief, Assistant Chief, and Fire Marshal position. Chief Walton shared that the Fire Marshal was promoted to the Assistant Chief position, and he does an excellent job in the Fire Marshal position and feels it would best serve the Town to leave him doing the Fire Marshal duties in the Assistant Chief position and then reclassify the Fire Marshal position to a Fire Captain position. This Fire Captain position would have a more supervisor role and take over training and maintenance. Mr. Eckard stated that we were not adding any new net by adding this position to the Town or filling the Fire Marshal position; the Assistant Fire Chief would absorb it.

Councilman Mears made a motion to adopt the revised Position Classification and Pay Plan, seconded by Councilman Barus. The vote was unanimous.

APPROVED RESOLUTION FOR AMENDMENTS TO THE PERSONNEL POLICY Town Manager Seth Eckard shared that a part of the recruitment and retention discussions during the budget season was to increase the Longevity cap from \$1,500 to \$2,000. Mr. Eckard explained that this would reward the employees that have been with the Town the longest. Mr. Eckard shared that, in addition, staff recommends reinstating the Retiree Health Insurance benefit that was previously ended in 2015 by Mr. Eckard's direction, but he would like to bring it back. Mr. Eckard explained that if an employee has been with the Town for 25 years and is not eligible for Medicare, the retiree has the option to take the Town health insurance and pay their cost. Mr. Eckard said this benefit would sunset; anyone hired after June 30, 2026, would not qualify. Councilman Mears asked if we knew how many employees this would potentially involve and what percentage they would be required to pay. Mr. Eckard shared that the premium for retirees is \$150.00 per month, and we are not sure how many employees will make it to 25 years.

Fire Chief Truman Walton updated the Alcohol and Drug-Free Work Place Policy. Chief Walton explained The Counseling Group that handles our EAP program and the Federal Motor Carrier and Standard Act recommended the updates.

**TOWN OF VALDESE
PERSONNEL POLICY MANUAL UPDATE
RESOLUTION**

WHEREAS, the Town of Valdese adopted a revised Personnel Policy Manual in May of 2020; and

WHEREAS, it is necessary to amend the Town of Valdese Personnel Policy Manual from time-to-time, to clarify and modify Personnel Policy Articles; and

WHEREAS, the Town of Valdese believes these changes to the Personnel Policy Manual are in the best interest of the employees of the Town of Valdese; and

WHEREAS, the following Articles and Sections of the Town of Valdese Personnel Policy Manual are being modified, deleted or added:

- Article III, Section 16 – Longevity
- Article VI, Section 5 – Retiree Insurance Coverage
- Appendix A: Alcohol and Drug Free Work Place Policy

NOW, THEREFORE, BE IT RESOLVED by the Town of Valdese Town Council that the Council adopts the updated Personnel Policy Manual.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA, on this, the ____ day of June, 2023.

TOWN OF VALDESE

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Mears made a motion to approve the Resolution for Amendments to the Personnel Policy, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED WITHDRAWAL FROM DEDICATION OF UNOPENED ROADWAY Town Attorney Tim Swanson shared that his firm was asked to complete some title work in connection with a loan application on the 650 Pineburr Ave SW property. Mr. Swanson explained that he discovered two Plats showing an unopened portion of Ribet Ave running directly across the center of 650 Pineburr. Mr. Swanson shared that because it shows on a Plat, there is always a concern that someone could argue that we are entitled to open it in the future. If it has not been opened and used within fifteen years after its dedication, it is presumed to be abandoned. Mr. Swanson shared that we need to file a Withdrawal From Dedication of Unopened Roadway and record with the Registry of Deeds.

PREPARED BY AND RETURN TO:

Terry M. Taylor, Esq.
Young, Morphis, Bach & Taylor, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603

STATE OF NORTH CAROLINA
COUNTY OF BURKE

**WITHDRAWAL FROM DEDICATION
OF UNOPENED ROADWAY**

THIS WITHDRAWAL FROM DEDICATION OF UNOPENED ROADWAY, made this ____ day of June, 2023 by **TOWN OF VALDESE**, a North Carolina Municipal Corporation, of an unopened roadway located in Burke County, North Carolina, hereinafter described:

WITNESSETH:

WHEREAS, on a Plat entitled "Recombination Plat For: Town of Valdese" recorded in Plat Book 60, Page 61, Burke County Registry, and also on a Plat recorded in Plat Book 5, Page 95, Burke County Registry, there was located and identified a seventy-five (75) foot right-of-way (an unopened portion of RIBET AVE.), a "roadway";

WHEREAS, the Town of Valdese is the owner of the entire parcel of land upon which this roadway exists which land was acquired by Deed recorded in Book 2540, Page 371, Burke County Registry (see also Deed Book 2681, Page 919, Burke County Registry), and therefore is the proper party to withdraw said unopened portion of roadway from dedication as it has never been opened; and

WHEREAS, the Town of Valdese has never accepted said dedication or accepted said portion of unopened roadway for maintenance.

282738-1

NOW, THEREFORE, pursuant to the foregoing and North Carolina General Statute 136-96, the Town of Valdese hereby withdraws from any dedication for roadway purposes, that tract or parcel of land designated as "roadway," that is unopened and being the unopened portion of RIBET AVE. located in Burke County, North Carolina, and said parcel being more particularly described as follows:

See attached Exhibit "A" Description.

AND THE UNDERSIGNED, do hereby certify that none of the described portion of road or street have actually been used or opened by the public at any time following the recordation of the plat in Plat Book 5, Page 95, Burke County Registry, and the undersigned are the parties who own any and all rights in such roads and own the fee simple embraced within the boundaries thereof and it being further certified by the undersigned that the continued use of no portion of said street is necessary to afford convenient ingress or egress to any lot or parcel of land and due hereby certify that the dedication has not been accepted by any governmental entity and therefore any and all street and roadways and any portion thereof are hereby withdrawn from public use and any other dedication.

IN WITNESS WHEREOF, each party on behalf of said company sets their hand and seal the day and year first above written.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

CHARLES WATTS, Mayor (Seal)

ATTEST:

JESSICA LAIL, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BURKE

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, CHARLES WATTS, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and notarial stamp or seal, this ____ day of _____, 2023.

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____.

Exhibit "A"

BEING an undeveloped and unopened 75 foot roadway as shown on Plat Book 5, Page 95 and Plat Book 60, Page 61, Burke County Registry, and being that portion of an unopened roadway that crosses the property of the Town of Valdese and being more particularly described shown on said Plats.

Councilman Barus made a motion to approve the Withdrawal From Dedication of Unopened Roadway, seconded by Councilwoman Lowman. The vote was unanimous.

APPROVED MASTER ENCROACHMENT AGREEMENT TOWN RIGHT OF WAY WITH Foothills BROADBAND, LLC Planning Director Larry Johnson shared a Master Encroachment Agreement between Foothills Broadband, LLC and the Town of Valdese. Mr. Johnson explained that this would allow Foothills Broadband to encroach on our street right-of-way for installing fiber optic. Town Attorney Tim Swanson prepared the agreement.

PREPARED BY AND RETURN TO:

Timothy D. Swanson, Attorney
Post Office Drawer 2428, Hickory, North Carolina 28603

**STATE OF NORTH CAROLINA
BURKE COUNTY**

**MASTER ENCROACHMENT AGREEMENT
TOWN RIGHT OF WAY**

This **MASTER ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this the ____ day of _____, 2023, by and between the **Town of Valdese**, a North Carolina municipal corporation (the "Town"), and **Foothills Broadband, LLC**, a North Carolina limited liability company (the "Grantee").

WITNESSETH:

WHEREAS, the Grantee desires to encroach on certain public streets and/or street right of ways (hereinafter collectively "ROW") under the Town's jurisdiction for the purposes of constructing and installing a fiber-to-the premises infrastructure network (hereinafter "FTTP Network") and the parties wish to memorialize any such permission and conditions through this Agreement rather than individual permits or approvals; and

WHEREAS, the Town is willing to exercise its authority in accordance with N.C.G.S. § 160A-296 to grant the Grantee a non-exclusive, revocable (subject to applicable law) permission to encroach on the ROW in locations approved by the Town pursuant to plans approved for the purposes described in this Agreement.

NOW, THEREFORE, IT IS AGREED that the Town grants to the Grantee, its successors, and assigns, the right and privilege to make this encroachment as shown on the attached plans, upon the following conditions:

1. Permission to Encroach. Upon the approval of specific construction plans by the Town, the Town hereby grants the Grantee permission to encroach at the locations described in construction plans in accordance with this Agreement. Encroachments are for the purpose of constructing and/or erecting, installing, maintaining, operating and if necessary removing an FTTP Network and related facilities. The FTTP Network may consist of aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; huts; and other similar facilities (hereinafter "Network Facilities"). A general route and proposed design of Grantee's FTTP Network is attached as **Exhibit A**. Grantee understands and agrees that, notwithstanding any language in this Agreement to the contrary, the Town grants permission only to the extent authorized by law and the terms of the conveyance of the right of way, fee, easement, or other property interest to the Town in the ROW or public street. Nothing in this Agreement shall constitute or create an assignment to Grantee by the Town of any easement or license held by the Town or of any rights under any easement or license held by the Town. Nothing herein contained shall be construed to confer on Grantee an exclusive right to encroach on ROW or public streets or confer any rights to any third party. This Agreement also does not grant usage of Town poles or conduits by the Grantee.

Construction plans that are approved by the Town and show an encroachment shall be added as exhibits to this Agreement and shall be governed by the terms and conditions of this Agreement. Each such approved plan shall have a sequential Exhibit number included on the plan. All such construction plans that show an encroachment shall reference this Agreement and provide that any such installation, operation, or maintenance shall be governed by and incorporated into this Agreement.

2. Pre-Existing Interests. This Agreement and the rights granted hereto are subordinate and subject to the Town's continuing right to use and control the ROW in accordance with North Carolina law. Nothing in this Agreement shall be interpreted to restrict, impair, or affect the Town's right to construct, install, operate, maintain, repair, or remove roadways, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines, and any other associated facilities or utility and municipal uses.

Grantee's rights are subject to all pre-existing easements, restrictions, conditions, covenants, claims of title and other property interests in the ROW. Grantee shall obtain any permission or rights necessary to accommodate such pre-existing property interests.

3. Grantee's Obligations. The Grantee, its contractors, employees, agents, successors, and assigns shall:

(a) take all necessary steps, including but not limited to, contacting North Carolina 811 at least three (3) days prior to any digging or excavation to ensure that any activity or operation by Grantee will not interfere with, damage, disrupt, or interrupt any utility located in the ROW, above or below ground;

(b) notify the Town at least five (5) business days before commencing work at a Town ROW location and at least three (3) days before work begins, take reasonable steps to notify residents of buildings in the area of the affected ROW that work will be performed. Failure to provide the notifications outlined in this Agreement may, in the Town's discretion, result in suspension or termination of this Agreement. Grantee shall not begin work until approval to proceed has been provided by the Town. Approval may be provided through electronic mail and shall not be unreasonably withheld. Approvals will be provided by a representative designated by the Town. Approval or objections will be provided by the Town within two (2) business days of receipt of Notice

(c) in the event Grantee will be placing Network Facilities in the ROW within the tolerance zone (as defined in Section 87-117 of the North Carolina Underground Utility Safety and Damage Prevention Act) (hereinafter "NC811 Law") of a town water or sewer

line or any other town-owned utility line, Grantee shall follow NC811 Law requirements for excavating within that tolerance zone;

(d) provide proper traffic control devices in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways ("MUTCD"), including but not limited to signs, signal lights, and flagmen for the protection of traffic and amendments or supplements thereto during any installation or maintenance of the Network Facilities pursuant to this Agreement; Grantee shall provide at least five (5) business days' notice to the Town of any work which will require lane closure or traffic control measures lasting more than twenty-four hours; Grantee shall follow all federal, state, and local accessibility regulations, including the MUTCD and the Americans with Disabilities Act;

(e) install, operate, repair and maintain the Network Facilities at Grantee's sole cost and expense and in accordance with federal, state, and local law, and any other regulations, ordinances and standards imposed by the Town, as may be amended from time to time. Construction, installation, operation, and maintenance of Network Facilities shall not endanger, inhibit, prevent, or interfere (i) with use of a ROW as a way of passage except in conformance with paragraph 3(d) above, (ii) with traffic on any ROW except in conformance with paragraph 3(d) above, (iii) with the maintenance of any ROW, (iv) with operation or maintenance of any Town-owned infrastructure located within or adjacent to the ROW, including but not limited to electric lines or poles, underground fiber, and water or sewer lines, or (v) with operation or maintenance of any other infrastructure or equipment lawfully located within the ROW;

(f) in the event Grantee damages any existing gas, electric, communications, water, sewer, or other utility facilities, Grantee shall immediately cease work and notify the Town and the affected utility company of the damage. Grantee will not resume work where damage has occurred until the Town determines that the danger to the public and the utility facilities has been eliminated;

(g) promptly repair any damage to the ROW, all Town-owned infrastructure, and all other areas disturbed during installation, operation, repair and maintenance of the Network Facilities, including but not limited to pavement, sidewalk, curb and gutter, drainage systems, signs, pavement markings, underground fiber, utility poles, electric lines, and water or sewer lines, and shall restore same to the condition existing prior to Grantee's disturbance, re-establishing grass cover with seeding and spreading of straw for finishing, all to the Town's satisfaction which shall be based on the industry standards for such activity;

(h) comply with all Town ordinances, rules, and regulations regarding stormwater discharge and soil erosion and sedimentation control as well as the Town's regulations, ordinances, standards and specifications for roadway and utility construction;

(i) reimburse Town for any reasonable costs or expenses of Town for any repairs or maintenance to the ROW, any Town-owned infrastructure, or other Town-owned structures resulting from or related to Grantee's negligence or willful misconduct in performing the installation, operation, maintenance, repair, or existence of the Network Facilities following receipt of invoices from the Town detailing those costs and/or expenses, including supporting documentation evidencing them, if requested and available;

(j) in the event that Town, its employees, agents, or contractors, in Town's sole discretion, need to conduct work in the ROW for a legitimate governmental purpose that will conflict with the Network Facilities, Grantee shall within a commercially reasonable time, remove or alter the Network Facilities at its cost, unless applicable law provides otherwise. The Town will use due diligence when approving Grantee's construction plans to avoid a potential foreseeable conflict between the proposed Network Facilities and the

need for work in the ROW by the Town. In the event of a public emergency that creates an imminent threat to the health, safety, or property of the Town or its residents, the Town may remove or relocate any applicable Network Facilities without notice to Grantee, provided, however, that Town will make best efforts to provide prior notice to Grantee before making an emergency removal or relocation. Town will provide Grantee a detailed description of any emergency removals or relocations of Network Facilities. If Grantee abandons any portion of its Network Facilities, Grantee shall notify the Town and remove the Network Facilities at Grantee's expense, provided, however, that Town and Grantee shall discuss whether underground facilities may be abandoned in place or transferred to Town at the mutual agreement of Grantee and Town;

(k) understand and agree that damage or destruction may occur to Network Facilities and other property of Grantee in the course of Town's operations and that Town has no obligation to take extraordinary measures to protect Grantee, Grantee's property, or Network Facilities or to minimize, mitigate, or avoid any such damage; and release, waive, and discharge any legal rights or claims to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages resulting from Town's operations, maintenance, or other use of the ROW under its prior and continuing right to use the ROW;

(l) understand and agree that permission provided by this Agreement is non-exclusive, that additional encroachments by others may currently exist and be permitted in the future in the ROW ("Third Party Encroachments"), and that Town is not liable for any damage to Network Facilities that arise from the installation, operation, maintenance, or existence of Third Party Encroachments; and that any recourse for such damage must be from the Third Party Encroacher;

(m) release, waive, and discharge any legal rights to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages due to or resulting from Third Party Encroachments;

(n) hold the Town, its officers, employees, and elected officials harmless from any and all liability arising out of the construction, installation, maintenance, repair, or existence of the Network Facilities and associated restoration activities in the ROW; that it will defend the Town, its officers, employees, and elected officials, and pay reasonable attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, employees, and elected officials against any and all loss sustained by reason of negligence, recklessness, or intentional wrongful conduct of Grantee arising out of the installation, maintenance, operation, repair, removal, location, or existence of Network Facilities, provided, however, that indemnification relating to personal injury of employees will not apply to any claims made by Town's employees that are covered under applicable workers' compensation laws, and provided, further, that Grantee's indemnification and defense obligations shall not extend to liability to the extent caused by the negligence or willful misconduct of any indemnitee or Grantor;

(o) comply with all applicable Federal, State, and local laws and regulations. Grantee, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes; and

(p) maintain valid general liability insurance in the combined single limit (bodily injury and property damage) amount of \$5,000,000 general aggregate, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town as an additional insured by endorsement to the policies. Grantee shall maintain an umbrella excess policy in the minimum amount of \$3,000,000 over primary insurance. Additionally, Grantee shall maintain and show proof of workers' compensation within the NC statutory limits and employer's liability insurance in the

minimum amount of \$1,000,000. Grantee shall provide notice of cancellation, non-renewal or material change in coverage to the Town within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Grantee to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law. All insurance certificates, endorsements, coverage verifications and any other items required pursuant to this Agreement will be mailed directly to:

Town of Valdese
Attn: Seth Eckard, Town Manager
Post Office Box 339
Valdese, North Carolina 28690
seckard@valdesenc.gov

4. Microtrenching. Installation of Network Facilities through the use of microtrenching (installing conduits within the edges of sidewalk or roads) that in any way impacts any Town-owned street, road, sidewalk, curb, gutter, or infrastructure of any kind is prohibited under this Agreement unless first approved in writing by the Town. Approval may be provided through electronic mail.

5. As-Built Maps. Grantee will maintain accurate as-built drawings and maps of its Network Facilities located in the Town and provide them to the Town upon request and subject to applicable confidentiality protections under North Carolina law.

6. Required Relocation. In the event Grantee's Network Facilities would interfere with the Town's use of the ROW for a legitimate governmental purpose, including but not limited to, construction or installation of water, sewer, or electric lines, or construction/relocation of a public road, Grantee will, upon written notice from the Town, relocate its Network Facilities at Grantee's expense to another location in the public ROW as may be agreed upon by the Parties. Relocation shall occur within a commercially reasonable time period after receiving notice from the Town, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances.

7. Contractors and Subcontractors. Grantee may retain contractors and subcontractors to perform the work contemplated by this Agreement on behalf of Grantee. Grantee will notify the Town in writing of the identity of and contact information for each contractor and subcontractor performing any work for the Grantee in the Town prior to commencement of the work by the contractor or subcontractor. The contact information to be provided to the Town shall include the contractor's state license information and the name and telephone number of the contractor/subcontractor representative with supervisory authority of the work.

8. Term. This Agreement is effective on the date the last party to sign executes this Agreement ("Effective Date"). The initial term will be twenty (20) years from the Effective Date. At the end of the initial term, the Agreement shall automatically renew for successive five-year terms unless terminated by either party in accordance with this Agreement or unless superseded by a new or amended agreement. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the other party. In the event of termination of this Agreement, the Agreement will nevertheless continue to govern any construction plans approved by the Town and that are Exhibits to this Agreement prior to the effective date of termination. All provisions contained in Section 3 of this Agreement shall survive termination.

Notwithstanding the foregoing, a grant of permission to encroach shall become void, and this Agreement terminated, as to any individual Town approved construction plans if the Grantee does not begin installation of the Facilities covered by that permit application in the relevant ROW within one (1) year of the date the plans are approved, unless the approval is updated in writing by the Town, and thereafter diligently pursue installation to completion.

9. Notice. Notices related to this Agreement shall be sent to Grantee at the following email address: zchiz@foothillsbroadband.net, with a copy to thlabse@ramseurmaultsby.com. Mailed notices, if required, shall be sent to Grantee at:

Foothills Broadband, LLC
223 Greenfield Pl
Brandon, Mississippi 30947
Attention: Zachary and Jodi Chiz

With a copy to:
Tina Hlabse, Esq.
Ramseur Maultsby LLP
1150 N. Revolution Mill Drive, Suite 3
Greensboro, NC 27405

Notices related to this Agreement shall be sent to the Town at the following email address: seckard@valdesenc.gov, with a copy to, timothys@hickorylaw.com. Mailed notices, if required, shall be sent to the Town at:

Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690
Attention: Seth Eckard, Town Manager

With a copy to:
Timothy D. Swanson, Esq.
Young, Morphis, Bach & Taylor, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603

Notices are effective when delivered in person, upon confirmation of receipt when sent by electronic mail, on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), on the next business day if transmitted by overnight courier (with confirmation of delivery), or three (3) days after the date of mailing, whichever is earlier.

10. Recitals. The Recitals are incorporated herein.

11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the parties agree that the proper venue for all suits or actions related to Agreement shall be in Burke County, North Carolina.

12. Miscellaneous.

(a) Neither party waives any rights it may have under applicable law with respect to the subject matter in this Agreement, and no breach or non-performance of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

(b) There are no third party beneficiaries to this Agreement.

(c) The individual signing this Agreement warrants that he/she has the authority to do so and binds the Grantee to the obligations set forth herein.

(d) Grantee acknowledges that records in the custody of Town are public records and subject to public records requests unless such records are exempt from disclosures under North Carolina

law. The burden of claiming an exemption from disclosure shall rest solely with Grantee and Grantee shall comply with North Carolina law in asserting any such exemption. Town shall make reasonable efforts to notify Grantee of any requests made for disclosure of documents submitted under any claim of exemption from public records requests, and Grantee may take any appropriate actions, at its own expense, to prevent disclosure of such material.

(e) Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

(f) No elected official, agent, or employee of the Town shall be subject to any personal liability by reason of the execution of this Agreement. Such elected officials, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

(g) Should any portion of this Agreement require judicial interpretation, it is agreed that the court construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

(h) This Agreement represents the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, and may only be amended only by written amendment in a writing signed by the both parties.

(i) In the event of conflict between the requirements of this Agreement, the Town's ordinances, or the terms of any applicable construction plans, the more restrictive requirement shall apply.

(j) The Encroachment shall not be enlarged or increased beyond that shown in any individual approved construction plans.

(k) Grantee binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. This Agreement may not be assigned without the prior written consent of the Town. In the event Grantee retains subcontractors to perform any activities covered by this Agreement, Grantee shall be and remain responsible for all activities and all required insurance. All entities performing the work must be North Carolina licensed and bonded contractors.

This Space was Intentionally Left Blank. Signatures and Acknowledgments Appear on the Following Pages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year written below.

THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

CHARLES WATTS, Mayor (Seal)

ATTEST:

JESSICA LAIL, Town Clerk

**STATE OF NORTH CAROLINA
COUNTY OF BURKE**

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 corporation, 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 stamp or seal, this ____ day of _____, 2023.

Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year written below.

FOOTHILLS BROADBAND, LLC

By: _____
ZACHARY CHIZ, Chief Operating Officer

By: _____
JODI CHIZ, Chief Executive Officer

**STATE OF NORTH CAROLINA
COUNTY OF _____**

I, _____, a Notary Public of the County and State aforesaid, certify that Zachary Chiz and Jodi Chiz personally appeared before me this day and acknowledged that they are the Chief Operating Officer and the Chief Executive Officer of Foothills Broadband, LLC, a North Carolina limited liability company, and being duly authorized to do so, voluntarily executed the foregoing instrument for the purposes stated therein on behalf of said limited liability company.

Witness my hand and official stamp or seal this ____ day of _____, 2023.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

Councilwoman Lowman made a motion to approve the Master Encroachment Agreement with Foothills Broadband LLC, seconded by Councilman Barus. The vote was unanimous.

APPROVED FAÇADE GRANT REQUEST – BURKE ONSITE COMPUTER SOLUTIONS Community Affairs Director Morrissa Angi presented a request from Burke Onsite Computer Solutions for a Façade Grant in the amount of \$2,500. Grant funds will help offset the cost of the recently restored original decorative clock on the front of the building. The estimated cost of the total project is \$5,280. Councilwoman Hildebran asked how much money we have in the Façade Grant fund. Ms. Angi shared that we have \$5,000 annually, and this grant would be funded in next year’s budget.

Councilwoman Hildebran made a motion to approve the aforementioned Façade Grant in the amount of \$2,500, seconded by Councilman Mears. The vote was unanimous.

APPROVED FAÇADE GRANT REQUEST – HIGHLANDS FAMILY FARM Community Affairs Director Morrissa Angi presented a request from Highlands Family Farm for a Façade Grant in the amount of \$2,500. Grant funds will be used to assist with replacing five existing windows, constructing a portico over the main entrance door, and installing a new glass entrance door.

Councilwoman Lowman made a motion to approve the aforementioned Façade Grant in the amount of \$2,500, seconded by Councilman Barus. The vote was unanimous.

RESOLUTION AWARDDING TOWN-ISSUED SERVICE SIDE ARM AND BADGE FOR RETIRING POLICE OFFICER Police Chief Jack Moss requested that Council allow retiree Sgt Carson Dean Berry to purchase his Town-Issued Service Side Arm and Badge pursuant to N.C.G.S. 20-187.2A.

Town of Valdese
North Carolina

Resolution Awarding Town-Issued Service Side Arm and Badge Pursuant to North Carolina General Statute 20-187.2 A

WHEREAS, Sgt Carson Dean Berry retired from the Valdese Police Department on May 31st, 2023; and

WHEREAS, Sgt. Carson Dean Berry was a dedicated law enforcement officer to the citizens of North Carolina and Town of Valdese since May 16, 1992; and

WHEREAS, North Carolina General Statute 20-187.2 (a), permits The Town of Valdese to donate the badge worn at no cost, and to the sell service-issued side arm to retiring law enforcement officers, at a price determined by the Town Council Members; and

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT: 1. Sgt. Carson Dean Berry service weapon and badge be declared surplus property; and 2. The Valdese Chief of Police, Jack Moss, is authorized to present Sgt. Carson Dean Berry his Town of Valdese Police Department issued badge at no cost, upon his retirement; and 3. The Valdese Police Chief, Jack Moss, is also authorized to sell a Glock, Model 21 Gen 4, Serial Number AHBL-223 pistol at a set price of \$1.00 to Sgt. Carson Dean Berry upon his retirement.

Adopted this 5th day of June 2023.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

Councilman Barus made a motion to approve the Resolution Awarding Town-Issued Service Side Arm and Badge for retiring police officer, seconded by Councilwoman Hildebran. The vote was unanimous.

Mayor Watts shared that he spoke with one of our Reserve Officers, Paul Phillips, who proposed naming the new fitness room when we build the new Public Safety Building after Sgt Carson Dean Berry. Mayor Watts would like to see that happen in the future.

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

Mr. Eckard congratulated Town Clerk/HR Director Jessica Lail for earning her North Carolina Municipal Clerk certification.

Mr. Eckard shared that our Valdese Police Department/Fire Department arm patch was spotted on the Dan Patrick show.

Family Friday Nights, 7:00 p.m. – 10:00 p.m., at the Temple Field. Concerts will continue every Friday through September 1, 2023. Band schedule available at visitvaldese.com.

Valdese Independence Day Celebration, Friday, June 30, 2023, 6:00 p.m., Main Street

Town Offices Closed on Tuesday, July 4, 2023, in Observance of Independence Day

MAYOR AND COUNCIL COMMENTS: Councilman Barus shared that he and Seth walked around Main Street a few weeks ago and heard many positive comments from the merchants. Councilman Barus asked the staff to start thinking about a good plan for adding Food Trucks to some of our Town sponsored events. Councilman Barus would like to ask our local businesses first to see if they would like to put a Food Truck out at an event.

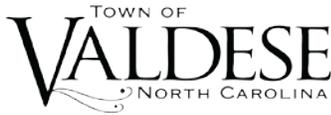
Councilwoman Hildebran shared that becoming a certified Clerk takes a lot of work. Councilwoman Hildebran congratulated Town Clerk Jessica Lail on earning her certification and thanked her for the great job she does for the Town. Councilwoman Hildebran feels she has the highest integrity in everything she does in her job. Councilwoman Hildebran also thanked the Police Department for continuing to do a great job with the Boots on the Ground initiative.

ADJOURNMENT: At 6:57 p.m., there being no further business to come before Council, Councilman Mears made a motion to adjourn, seconded by Councilman Barus. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, July 10, 2023, at 6:00 p.m., Valdese Town Hall.

Town Clerk
jl

Mayor



TOWN OF VALDESE
NORTH CAROLINA'S FRIENDLY TOWN



P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (888) 798-1022 | TOWNOFVALDESE.COM

Memorandum

Date: June 12, 2023

To: Charlie Watts, Mayor
Town Council Members

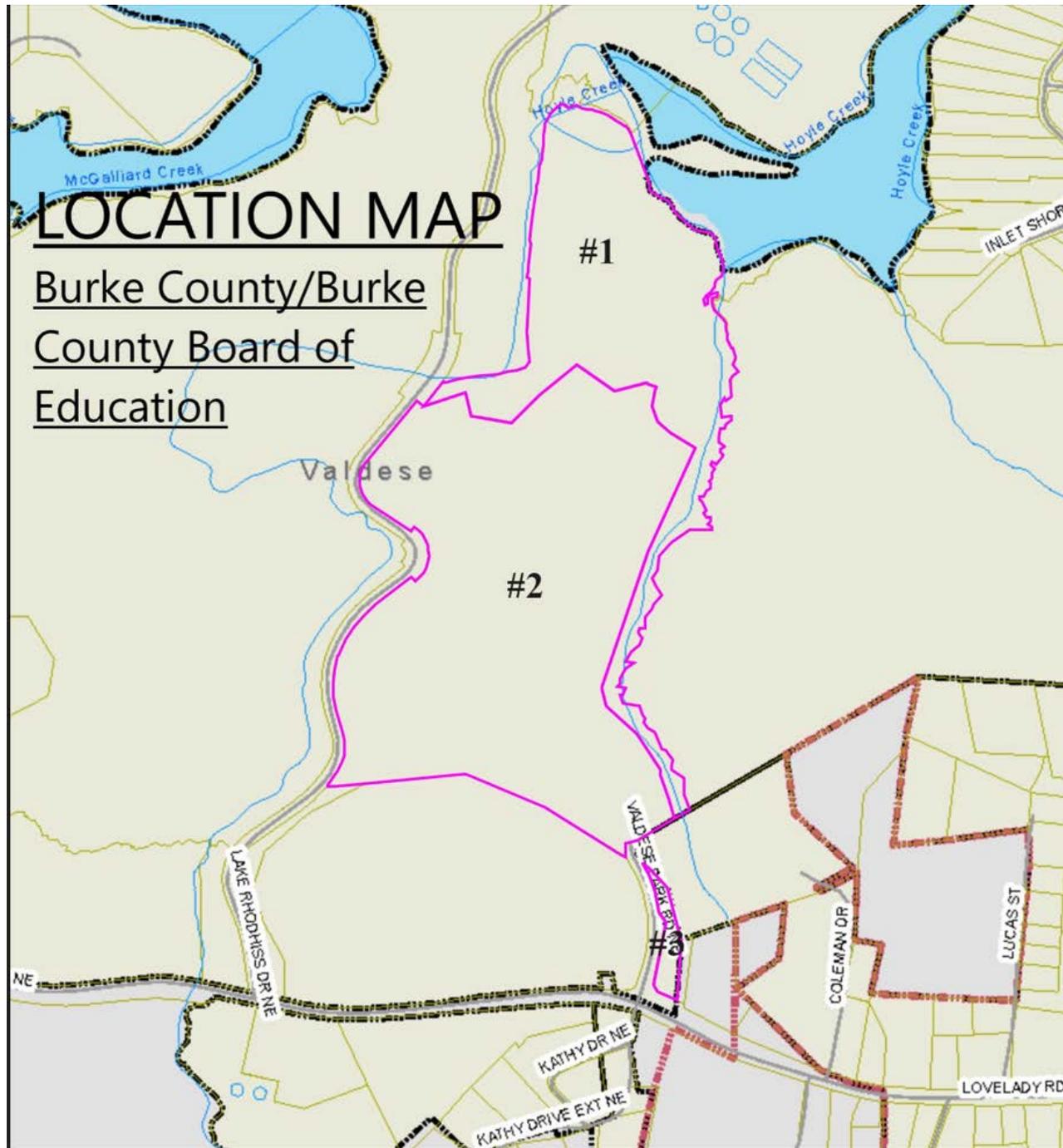
From: Larry Johnson, Planning Director

Subject: Set Public Hearing Date – Rezoning of Burke County/ Burke County Board of Education

Staff respectfully request that Town Council set August 7, 2023, as the date to hold a public hearing on the rezoning or amendment of the Town of Valdese Zoning Map regarding Burke County and Burke County Board of Education (BOE) properties.

The Valdese Planning Board recommends that three parcels of Burke County/BOE be rezoned from M-1 Manufacturing District to R-12A Residential District. Town Council must hold a public hearing to consider any amendment to the Valdese Zoning Map.

A map of the parcels is attached for your review. If you have comments or questions, please get in touch with me.



Memo

To: Jessica Lail

From: David Andersen

cc: Town Council

Date: July 10, 2023

Re: Creating Outdoor Recreation Economy (CORE) Strategic Planning Services

At the end of 2022, the Town of Valdese Parks and Recreation Department, in coordination with the Friends of the Valdese Rec, sought out Creating Outdoor Recreation Economy (CORE) strategic planning assistance from the Appalachian Regional Commission and the North Carolina Department of Commerce to assist with planning for future parks and recreation infrastructure and outdoor recreation economic growth. The town council acted in January, 2023 to accept the CORE services.

ARC and Commerce representatives, town staff, volunteers, and local business owners met to discuss priorities, desires, and planning methods over the course of several months. Staff interviewed additional key stakeholders to obtain additional perspectives, visions, and ideas for outdoor recreation in Valdese. Staff also collected paper and online surveys to provide additional citizen stakeholders an opportunity to provide feedback. Ultimately, through this process, the services offered through the CORE program have assisted in creating a long-term, coherent plan for growing the outdoor recreation economy in the Town of Valdese.

In your packet for this meeting is the final CORE report for the Town of Valdese compiled by Kyle Case, ARC Community Economic Development Planner, and staff at the North Carolina Department of Commerce. It is my recommendation as Parks and Recreation Director that council adopt this plan.

CREATING OUTDOOR RECREATION ECONOMIES (CORE)

North Carolina Department of Commerce
Main Street & Rural Planning Center



Funding for this program made possible by the US Economic Development Administration



NORTH CAROLINA
**DEPARTMENT of
COMMERCE**

CREATING OUTDOOR RECREATION ECONOMIES



Technical Assistance – Outdoor Recreation Economy Strategic Planning and Asset Development

Our goal is to help rural communities leverage natural assets to increase economic opportunity through the outdoor recreation economic sector.



Planning Process

Town of Valdese



NORTH CAROLINA
DEPARTMENT of
COMMERCE

Work Group Meetings

- **10 individuals** representing town staff, business owners, economic development professionals, and outdoor enthusiasts
- **4 meetings** between February and May 2023
- Shared input, reviewed community input data, and developed the vision and workplan

Community Input

- **Community Survey** – Conducted a community-wide survey and received 114 responses
- **Stakeholder Interviews** – Conducted 6 interviews with local business owners, outdoor enthusiasts, faith leaders, and others

Additional Research

- The technical team reviewed **prior planning projects** and **community economic and demographic data**
- Created an **outdoor economy asset map** using input from the local work group
- NC Main Street staff developed a **Retail Marketplace Snapshot**

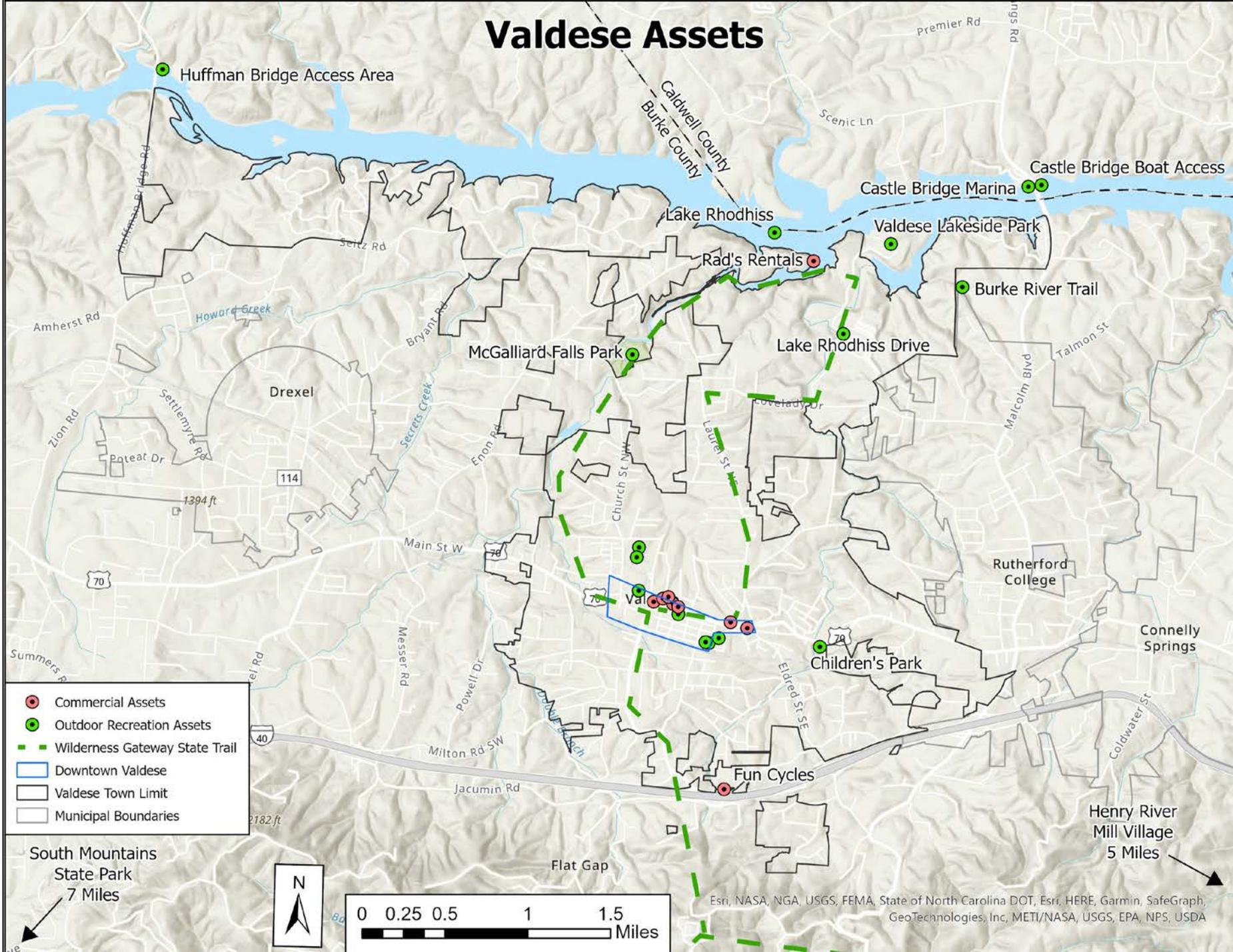
ASSET MAPPING

Town of Valdese

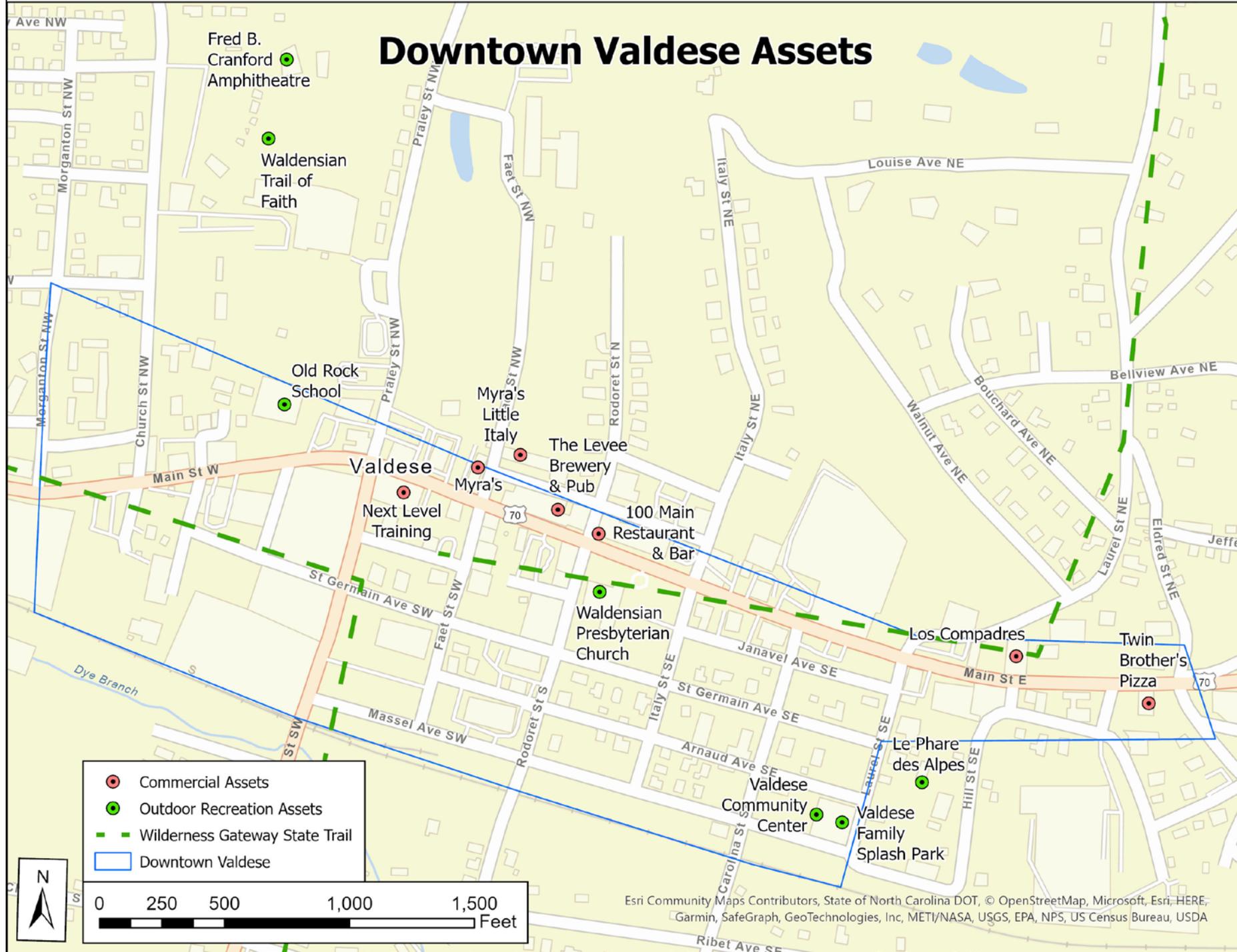


NORTH CAROLINA
DEPARTMENT of
COMMERCE

Valdese Assets



Downtown Valdese Assets



- Commercial Assets
- Outdoor Recreation Assets
- - - Wilderness Gateway State Trail
- Downtown Valdese



VISION STATEMENT

Town of Valdese



NORTH CAROLINA
DEPARTMENT of
COMMERCE

Vision Statement

Situated along the Catawba River valley, the Town of Valdese offers true small-town charm while highlighting the rich culture of its Waldensian heritage. The community blends traditional and nature-based recreation in a unique way and makes available a wide range of activities and experiences. By leveraging its recreation assets, the Town strives to provide a strong sense of community and quality of life amenities for residents and visitors that help to attract, retain, and bolster local businesses and generate positive economic impacts.

WORKPLAN

Town of Valdese



NORTH CAROLINA
DEPARTMENT of
COMMERCE

Parks, Trails, and Facilities

Goal 1: To provide and maintain a variety of recreation amenities that improve quality of life and encourage a sense of community for residents and visitors.

Objective 1.1: Update the Town's Parks & Recreation Comprehensive Plan.

Objective 1.2: Complete the relevant actions for the Valdese Lakeside Park Masterplan.

Objective 1.3: Advocate for and facilitate progress of state and regional trail projects.

Communication and Activation

Goal 2: Promote and educate residents and visitors about the community's recreation amenities.

Objective 2.1: Develop a marketing plan for the Parks & Recreation Department.

Objective 2.2: Encourage new and repeat participants at Parks and Recreation facilities.

Objective 2.3: Develop a community culture that supports the outdoor recreation economy.

Economic Impacts

Goal 3: Utilize the community's outdoor assets to improve the downtown, local, and regional economies.

Objective 3.1: Connect the town parks and outdoor assets to the downtown commercial district via sidewalks, greenways, and other methods.

Objective 3.2: Capture and analyze the economic impacts of current and future recreation assets.

Objective 3.3: Utilize the Town's quality of life amenities and economic impact data for business recruitment efforts.

Kyle J. Case

ARC Community Economic Development Planner, NW

984.275.5209

kyle.case@commerce.nc.gov

720 E. Union Street

Morganton, NC 28655

June 2023



Town of Valdese Creating Outdoor Recreation Economies Strategic Plan

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Acknowledgements

The Creating Outdoor Recreation Economies (CORE) program is made possible by a U.S. Economic Development Administration State Tourism Grant which awarded \$6 Million to the State of North Carolina's Supporting and Strengthening Resiliency in North Carolina's Travel, Tourism, and Outdoor Recreation Sectors Initiative. As a component of this Initiative, the North Carolina Department of Commerce's Rural Economic Development Division (REDD) developed the CORE program. The CORE program offers strategic planning and technical assistance to help rural communities leverage North Carolina's abundant outdoor recreation assets to bolster local economic vitality.



The REDD announced the technical assistance program offering Outdoor Recreation Economy Strategic Planning and Asset Development services in late 2022. Communities from across the state applied to engage with strategic planning services and 34 local governments were accepted to participate. Main Street & Rural Planning staff, who is responsible for facilitating strategic economic development planning and implementation services, worked with local government staff to communicate the goals of the program, identify local opportunities, and assemble a planning work group.

**Town of Valdese
Town Council**

Charles Watts, *Mayor*
Frances Hildebran, *Mayor Pro-Tem*
Tim Barus
Rexanna Lowman
Paul Mears
Tim Skidmore

**Town of Valdese
CORE Project Work Group**

David Andersen, *Town of Valdese*
Morrissa Angi, *Town of Valdese*
Kevin Farris, *Farris Insurance*
Beth Heile, *Friends of Valdese Rec*
Eddie McGimsey, *VEDIC*
Val Scott, *Friends of Valdese Rec*
Peter Skelton, *The Levee Brewery & Pub*
Tim Skidmore, *Town of Valdese*

**NC Department of Commerce
Rural Economic Development Division**

David McRae, *ARC Assistant Program Manager*
Karen Smith, *Rural Planning Program Manager*
Kyle Case, *ARC Community Economic Development Planner*
Jeff Emory, *Community Economic Development Planner*
Glen Locascio, *GIS Specialist*
Michael Dougherty, *Downtown Development Specialist*



Plan Adoption

Valdese Town Council – July 10, 2023

Executive Summary

Through the CORE program, the Town of Valdese collaborated with Rural Economic Development Division staff and local stakeholders through a strategic planning process to identify and develop outdoor recreation assets that present economic growth opportunities. Strategy development focuses on leveraging outdoor recreation assets to increase tourism, encourage small business development, enhance quality of life for residents, plan for outdoor recreation asset and infrastructure development, and position communities to grow and attract outdoor gear manufacturing industries. The planning process is tailored to meet the specific needs, goals, and opportunities that are identified by local leaders and stakeholders.

The plan makes recommendations on Strategies, Goals, Objectives, and Actions that local stakeholders can take to help increase economic vitality through leveraging their community's outdoor recreation assets.

The plan makes a total of 29 recommendations under 3 priority areas. These priority areas, identified by the local work group, include:

1. **Parks, Trails, and Facilities:** *To provide and maintain a variety of recreation amenities that improve quality of life and encourage a sense of community for residents and visitors.*
2. **Communication and Activation:** *Promote and educate residents and visitors about the community's recreation amenities.*
3. **Economic Impacts:** *Utilize the community's outdoor assets to improve the downtown, local and regional economies.*

These recommendations should serve as guideposts for the Town of Valdese as it considers future development efforts and should work in collaboration with other planning efforts undertaken by the town and related jurisdictions.

Background

Economic Impact

Outdoor recreation activity and associated expenditures generate a large economic impact. This is a broad economic sector that comprises a diverse range of industries including manufacturing, retail, arts, entertainment, and recreation, as well as many supporting activities such as construction, travel and tourism, accommodation and food service, and many more.

Nationwide, in 2021 the outdoor recreation economy represented \$454.0 billion in current-dollar gross domestic product (GDP), or 1.9 percent of the United States' total GDP. The outdoor recreation sector of the economy is growing at a faster rate than the overall economy. In 2021, "Inflation-adjusted ("real") GDP for the outdoor recreation economy increased 18.9 percent in 2021, compared with a 5.9 percent increase for the overall U.S. economy, reflecting a rebound in outdoor recreation after the decrease of 21.6 percent in 2020. Real gross output for the outdoor recreation economy increased 21.7 percent, while outdoor recreation compensation increased 16.2 percent and employment increased 13.1 percent." Employment in the outdoor recreation industry increased in all 50 states during 2021.¹

In 2021 outdoor recreation contributed \$11,836,649,000 in total value-added economic impact to **North Carolina's** GDP. North Carolina ranked as the 11th highest state in "Value-Added Outdoor Recreation in Total outdoor recreation activities" in 2021. This included employment for over 130,000 individuals that resulted in over \$5.9 Billion in total compensation. Employment in key industries within the outdoor recreation sector includes over 8,000 in manufacturing, 44,000 in retail, 27,000 in accommodation and food service, and over 23,000 in arts, entertainment, and recreation.²

Outdoor Recreation Participation

According to the 2022 Outdoor Industry Association 'Outdoor Participation Trends Report', "outdoor participation continues to grow at record levels. More than half (54%) of Americans ages 6 and over participated in at least one outdoor activity in 2021, and the outdoor recreation participant base grew 2.2% in 2021 to 164.2M participants. This growing number of outdoor participants, however, did not fundamentally alter long-term declines in high frequency or 'core' outdoor participation."³

Studies show that approximately 56% of North Carolinians participate in some form of outdoor recreation each year. This includes more than 22.8 million visitors to North Carolina

¹ U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2021. <https://www.bea.gov/news/2022/outdoor-recreation-satellite-account-us-and-states-2021>

² U.S. Department of Commerce, Bureau of Economic Analysis. Outdoor Recreation Satellite Account, U.S. and States, 2021. <https://www.bea.gov/news/2022/outdoor-recreation-satellite-account-us-and-states-2021>

³ Outdoor Industry Association. 2022 Outdoor Participation Trends Report. <https://outdoorindustry.org/resource/2022-outdoor-participation-trends-report/>

State Parks in 2021 — three million more than any other year on record. Many other public parks, national forests, and other recreation areas report increased visitation as well. These numbers represent a solid base of individuals participating in outdoor recreation and contributing to the associated economic opportunities.

There is still room to engage more individuals and continue to increase participation in outdoor recreation, particularly among demographic populations that have not historically participated in outdoor recreation at levels comparable to others.

Also, people increasingly want outdoor recreation opportunities that are convenient to where they live so they can participate on a regular basis without the need to travel long distances to visit recreation destinations outside of their home communities.



Photo 1: Fountain at Centennial Park in Downtown Valdese

Existing Plans Review

In preparation for the Town of Valdese CORE project, NC Commerce staff requested that project leads share any other relevant plans or documents for review. The following documents were reviewed and considered during the CORE planning process.

Comprehensive Economic Development Strategy

The Town of Valdese is located within the Western Piedmont Council of Governments (WPCOG) Economic Development District (EDD). The WPCOG EDD's 2022 Comprehensive Economic Development Strategy (CEDs) indicated that existing outdoor amenities are an opportunity for the region. Under Infrastructure Strategy 5, the plan states the intent to "Promote water and air quality initiatives, erosion mitigation, contaminants and management of water resources to protect drinking water sources, **support the outdoor economy**, and encourage climate resiliency." Further, the plan includes strategies to improve and expand the bicycle and pedestrian network in the region, promote and market regional attractions and natural resources, promote healthy living initiatives, create robust downtowns, support small business development, and assist partners with expanding and recruiting businesses in the region.

Comprehensive Parks and Recreation Plan

The Town of Valdese completed and adopted a Comprehensive Parks and Recreation Plan in April 2013 with assistance from the WPCOG. This plan looked at traditional parks and recreation programs and facilities in the town and made recommendations for needed updates and improvements. Public input into new and existing services was taken into consideration via a community survey and working sessions with the Town of Valdese Parks and Recreation Commission. The plan also made recommendations for future parks facilities including a downtown park and a park along Lake Rhodhiss.

Comprehensive Pedestrian Plan

In 2018, the Towns of Valdese and Rutherford College jointly received funding and assistance from the North Carolina Department of Transportation (NCDOT) to create a comprehensive pedestrian plan for people who walk in Rutherford College and Valdese (WalkRCV). This plan considered how the two towns could become "walkable communities with connected sidewalks and off-road pathways that allow their citizens safe, pedestrian access within and between the towns." The plan took into account public opinion through use of a steering committee, public meetings and outreach, and a public input survey. The plan reviewed existing sidewalks and greenways, traffic patterns and safety data, and local ordinances to make recommendations for additional connections and walkways.

Valdese Lakeside Park Master Plan

In 2018, the Town of Valdese secured public and private funding to acquire a 302 acre tract of land along Lake Rhodhiss in order to develop a regional park with lake access. This purchase fulfilled a goal set out by the 2013 Comprehensive Parks and Recreation Plan. The town then engaged the firm Destination by Design (DBD) of Boone to create a masterplan for the park project. The plan was completed in three phases with broad community input. Ultimately, DBD developed a variety of recommendations for park activities, design, and implementation that included lake access for kayaking, canoeing, and fishing, hiking and mountain biking trails, open green space for community gathering, and more. The plan was completed in March 2019.



Photo 2: Signage at the Entrance to Valdese Lakeside Park

Additionally, Friends of Valdese Rec published the Valdese Lakeside Park Economic Impact Report in May 2023. This report detailed the estimated the annual number of visitors to the park as well as the impacts of spending directly related to these visitors.



Setting

The Town of Valdese (pop. 4,689) is located in eastern Burke County. The town sits approximately 7.6 miles to the east of the City of Morganton (pop. 17,474) and 13.8 miles to the west of the City of Hickory (pop. 43,490). US Highway 70 runs east and west through downtown Valdese and serves as the community's Main Street. Additionally, Interstate 40 runs along the southern edge of the town.

The community boasts proximity to a variety of outdoor assets, the most significant of which may be Lake Rhodhiss which runs for several miles along the northern border of the town. The town-owned, 302-acre Valdese Lakeside Park provides access to the lake for fishing and will soon include a canoe and kayak put-in as well. The park also offers a variety of other activities including hiking and biking trails, a story walk for children, a dog park, and more. Other river access for boating and fishing activities can be found just outside the town boundary at the Castle Bridge and Huffman Bridge access areas.

Valdese is also a crossroads for several planned state and regional trails. The Burke River Trail has some sections completed and will ultimately connect the City of Morganton to the smaller municipalities of Drexel, Valdese, Rutherford College, Connelly Springs, and Hildebran in eastern Burke County.



Photo 3: View of Lake Rhodhiss from Meditation Point at Valdese Lakeside Park

The planned 300 mile Wilderness Gateway State Trail will also connect directly through the Town of Valdese. This trail is planned to extend through five counties from Buncombe County to Catawba County. It will include access to the South Mountains State Park and Game Lands, the Catawba River, and a variety of other outdoor assets for hiking, biking, horseback riding, and river-based activities. These trails will link Valdese to a network of other state and national trails both planned and existing in the region.⁴

⁴ Heile, B. (2022). *State Trails in Valdese*. Valdese, NC.

Planning Process

Beginning in February 2023, NC Department of Commerce staff met with the Town of Valdese CORE work group for a series of discussion sessions which included topics on local outdoor recreation experiences, small business and entrepreneurship, and the outdoor industry. All meetings were held in-person at Valdese Town Hall.

The Town of Valdese CORE project sought to identify economic drivers in the community related to outdoor recreation and to create a blueprint for economic growth through the development of the town's outdoor assets and experiences.

During the planning process, the work group identified three primary focus areas with associated goals, objectives, and actions to be taken to continue moving the outdoor economy in Valdese forward.

Throughout the planning process, NC Commerce staff also completed a survey of the work group members, a community-wide outdoor recreation survey, interviews of community stakeholders, demographic and economic data analysis, and a review of prior economic development and outdoor recreation plans for the region.

A full outline of the work group meetings can be seen in the table below.

Town of Valdese CORE Work Group Meetings

Meeting Date	Topic(s)
February 13, 2023	Meeting #1: <ul style="list-style-type: none"> • Overview of the CORE process • Defining Outdoor Recreation and the OR Economy • Review of Work Group Survey • Understanding Community Assets
March 13, 2023	Meeting #2: <ul style="list-style-type: none"> • Developing an Itinerary • Review of Community Survey • Creating a Vision
April 17, 2023	Meeting #3: <ul style="list-style-type: none"> • Review of Stakeholder Feedback • Review of Vision Statement • Developing Goals for the Work Plan
May 8, 2023	Meeting #4: <ul style="list-style-type: none"> • Developing Objectives and Actions for the Work Plan • Identifying Potential Projects

Work Group Survey

Prior to the first project meeting, the Town of Valdese CORE work group was asked to complete the Primary Planning Group Initial Questionnaire. This survey was designed by the NC Commerce team to identify the priorities and opinions of the local work group. Results of the survey were shared at the first meeting to encourage and guide the initial discussion.

Community Survey

A community-wide survey was conducted as a part of the planning process to gauge community interest in outdoor recreation, opinions of existing and potential outdoor and business assets, economic impacts of outdoor recreation, and local opinions of tourism and community development. The results of this survey were summarized and shared with the local work group at the second meeting.

Stakeholder Interviews

The local project leads provided NC Commerce staff with a list of additional community stakeholders who they felt could positively contribute to the planning project. These individuals represented outdoor recreation participants, local business owners, parks and recreation experts, the faith community, and other fields. NC Commerce staff contacted these individuals and held one-on-one phone conversations to better understand ways in which the town may support growing the outdoor economy. A summary of these conversations was presented to the work group at the third meeting.

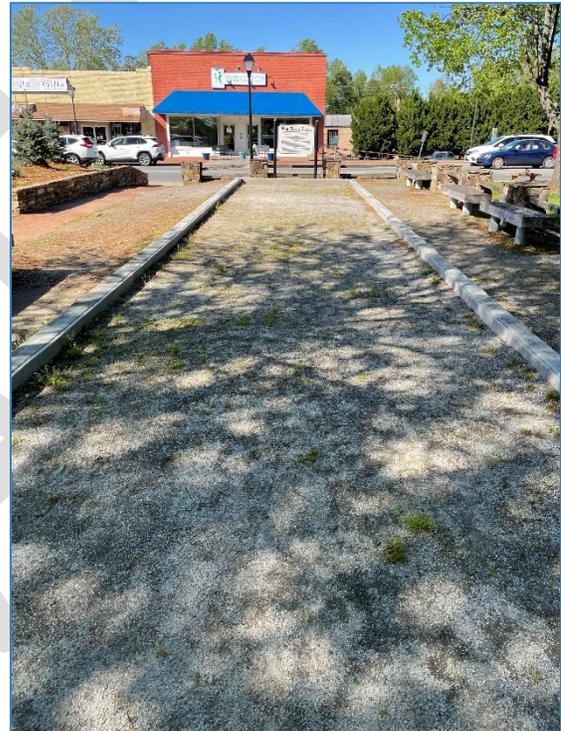


Photo 4: Bocce Court at Centennial Park in Downtown

Additional Research

Along with the methods listed above, the technical team identified and reviewed a variety of demographic and market data sources that were used to influence the final recommendations of this report. A Retail Marketplace Snapshot completed by NC Main Street & Rural Planning staff is attached as an appendix to this document.

Plan Review & Adoption

A draft of this document was produced in June 2023 and shared with the Town of Valdese CORE project local leads for review and comment. Following review, the Valdese Town Council adopted the plan on July 10, 2023.

Vision Statement

Situated along the Catawba River valley, the Town of Valdese offers true small town charm while highlighting the rich culture of its Waldensian heritage. The community blends traditional and nature-based recreation in a unique way and makes available a wide range of activities and experiences. By leveraging its recreation assets, the Town strives to provide a strong sense of community and quality of life amenities for residents and visitors that help to attract, retain, and bolster local businesses and generate positive economic impacts.



Analysis & Recommendations

Parks, Trails, and Facilities

Goal 1: *To provide and maintain a variety of recreation amenities that improve quality of life and encourage a sense of community for residents and visitors.*

Objective 1.1: Update the Town's Parks & Recreation Comprehensive Plan.

Recommendation 1.1.1: Advocate to the Town Manager and Town Council for the Plan to be updated.

Recommendation 1.1.2: Research options for planning services and funding opportunities.

Recommendation 1.1.3: Assess and prioritize current recreation facilities for needed updates and improvements.

Recommendation 1.1.4: Identify a centralized area for storage of Friends of Valdese Rec volunteer materials and Parks and Recreation materials at Parks and Recreation facilities.

Objective 1.2: Complete the relevant actions for the Valdese Lakeside Park Masterplan.

Recommendation 1.2.1: Continue to work towards the development of the pavilion and mountain bike trails.

Recommendation 1.2.2: Identify a new location for the disc golf course.

Recommendation 1.2.3: Begin work on the overflow parking area.

Objective 1.3: Advocate for and facilitate progress of state and regional trail projects.

Recommendation 1.3.1: Continue partnership with Foothills Conservancy through regular meetings and communication regarding Wilderness Gateway State Trail.

Recommendation 1.3.2: Continue partnership with Western Piedmont Council of Governments through regular meetings and communication regarding Burke River Trail.

Recommendation 1.3.3: Communicate, educate, and promote trail network progress and potential economic impacts with the general public.

Communication and Activation

Goal 2: *Promote and educate residents and visitors about the community's recreation amenities.*

Objective 2.1: Develop a marketing plan for the Parks & Recreation Department.

Recommendation 2.1.1: Communicate with the local business community about Parks and Recreation events, programs, and facilities.

Recommendation 2.1.2: Collaborate with Community Affairs Director on a social media marketing strategy for the Parks and Recreation Department.

Recommendation 2.1.3: Develop promotional materials highlighting Valdese parks and businesses to be distributed to hotels, visitor centers, and other businesses in the Hickory-Lenoir-Morganton metro area.

Recommendation 2.1.4: Utilize VisitNC's promotional tools and research requirements for designation as a Trail Town as a part of their OutdoorNC initiative.

Objective 2.2: Encourage new and repeat participants at Parks and Recreation facilities.

Recommendation 2.2.1: Host demo days and programming at Parks and Recreation facilities to help educate locals and bring new visitors to available activities and amenities.

Recommendation 2.2.2: Develop ready-made marketing materials to share at Parks and Recreation events as well as other town festivals and events.

Recommendation 2.2.3: Host additional music, arts, and other events such as a food truck rodeo at Valdese Lakeside Park to increase visibility and create the reputation of the park as a hub for a variety of activities.

Objective 2.3: Develop a community culture that supports the outdoor recreation economy.

Recommendation 2.3.1: Identify additional opportunities for volunteer programs, such as a volunteer park ranger program, through Friends of the Valdese Rec.

Recommendation 2.3.2: Develop an annual event to spotlight key volunteers and accomplishments.

Recommendation 2.3.3: Continue partnerships with the Burke County School System to engage youth in outdoor activities through clubs and other extracurricular activities.

Recommendation 2.3.4: Continue the cleanup project on Lovelady Road in partnership with the Heritage Middle and Draughn High School Interact Clubs and other community volunteers.

Economic Impacts

Goal 3: *Utilize the community's outdoor assets to improve the downtown, local, and regional economies.*

Objective 3.1: Connect the town parks and outdoor assets to the downtown commercial district via sidewalks, greenways, and other methods.

Recommendation 3.1.1: Identify opportunities for a trolley or shuttle service to transport patrons from parks facilities to the downtown commercial district.

Recommendation 3.1.2: Prioritize completing the sidewalk loop between Laurel Street and Church Street.

Recommendation 3.1.3: Prioritize development of planning and design for town-wide wayfinding signage including gateway signage at main entryways.

Objective 3.2: Capture and analyze the economic impacts of current and future recreation assets.

Recommendation 3.2.1: Collaborate with local, regional, and state economic development organizations, such as Burke Tourism Development Authority, to better understand visitor impacts in Valdese and Burke County.

Recommendation 3.2.2: Conduct intercept surveys at Valdese Lakeside Park and other Town facilities to better understand park use and economic impacts.

Recommendation 3.2.3: Continue partnership with Burke County Building Outdoor Communities project and collaborate on county-wide and regional recreation projects where applicable.

Objective 3.3: Utilize the Town's quality of life amenities and economic impact data for business recruitment efforts.

Recommendation 3.3.1: Collaborate with local economic development partners, such as Burke Development, Inc., the Burke County Small Business Center, and others, to encourage entrepreneurship and business development around needed outdoor recreation amenities, such as bicycle rentals, kayak and canoe rentals, and other opportunities.

Recommendation 3.3.2: Encourage existing businesses to take advantage of outdoor recreation assets through education and communication.



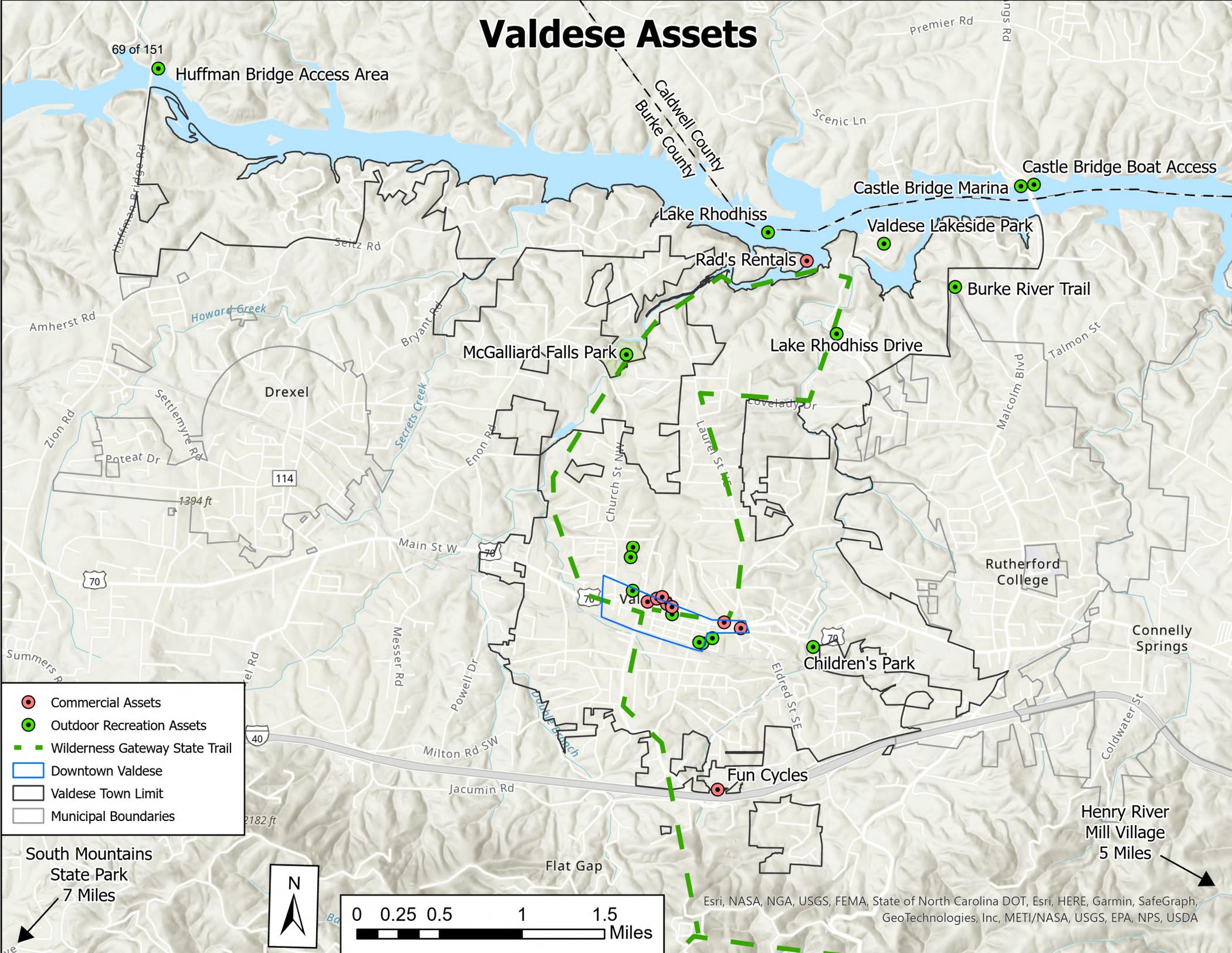
Appendix I

Town of Valdese Asset Mapping

The following maps highlight outdoor recreation assets and related businesses in the Town of Valdese. A community-wide map was created along with a magnification of the downtown district where a number of businesses are clustered.

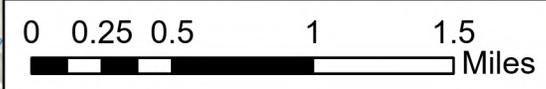
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Valdese Assets



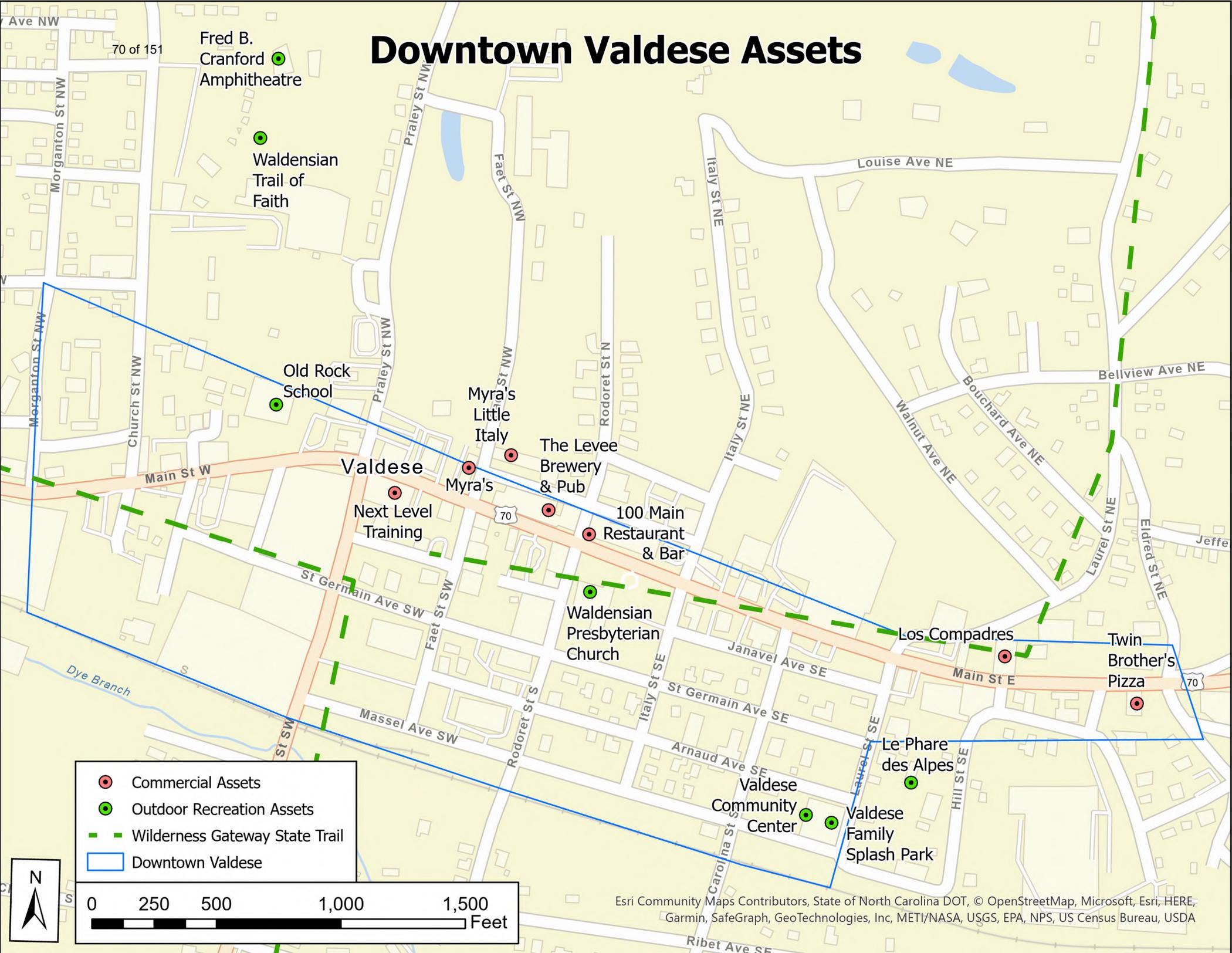
- Commercial Assets
- Outdoor Recreation Assets
- Wilderness Gateway State Trail
- Downtown Valdese
- Valdese Town Limit
- Municipal Boundaries

South Mountains State Park
7 Miles



Henry River Mill Village
5 Miles

Downtown Valdese Assets



Fred B. Cranford Amphitheatre

Waldensian Trail of Faith

Old Rock School

Valdese
Next Level Training

Myra's Little Italy
Myra's

The Levee Brewery & Pub

100 Main Restaurant & Bar

Waldensian Presbyterian Church

Los Compadres

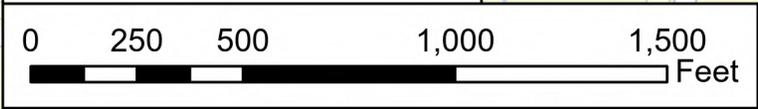
Twin Brother's Pizza

Le Phare des Alpes

Valdese Community Center

Valdese Family Splash Park

- Commercial Assets
- Outdoor Recreation Assets
- - - Wilderness Gateway State Trail
- Downtown Valdese



Appendix II

Town of Valdese CORE Community Survey

As a part of the CORE process, a survey was conducted to determine the opinions of Valdese citizens and workers on outdoor recreation and associated economic impacts in the community.

OUTDOOR RECREATION COMMUNITY SURVEY

Town of Valdese



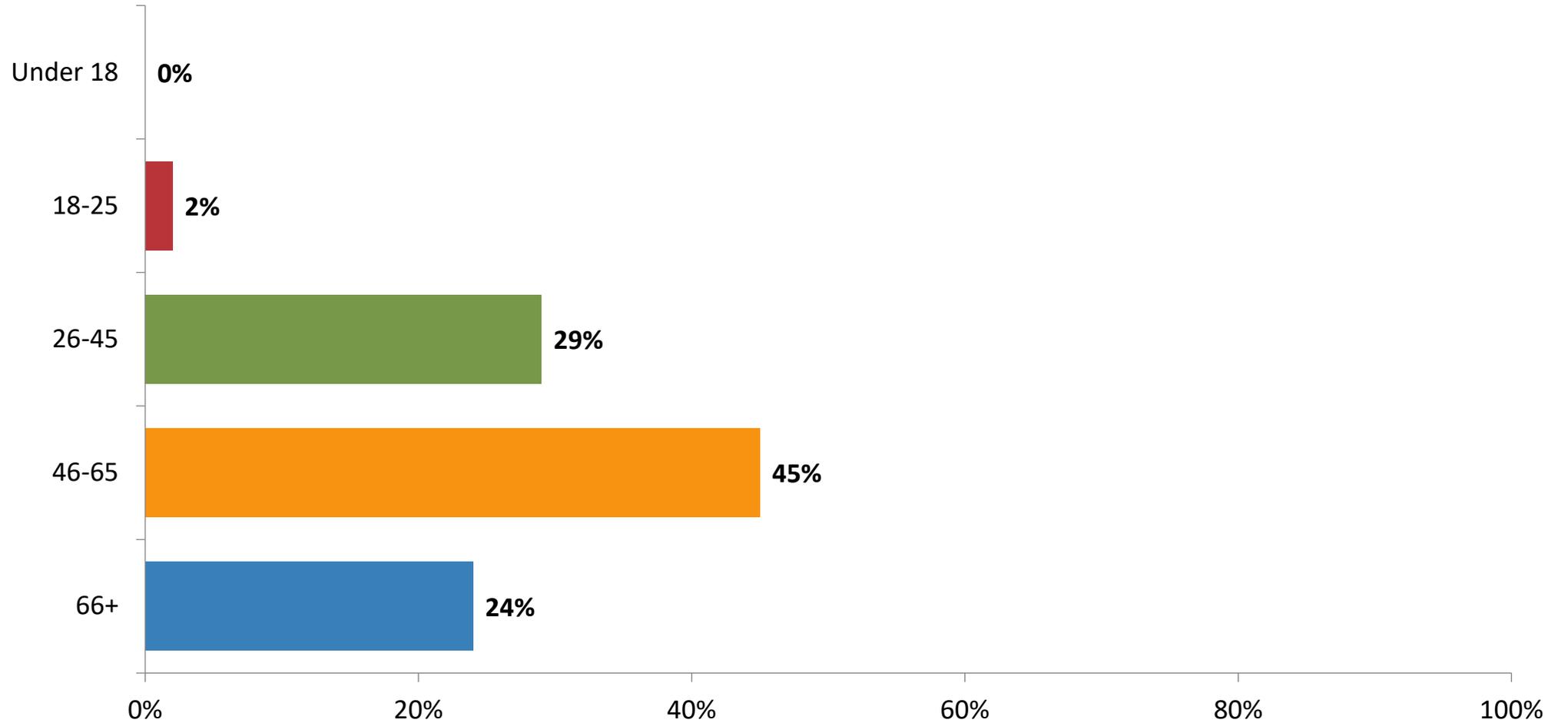
NORTH CAROLINA
DEPARTMENT of
COMMERCE

Why a survey?

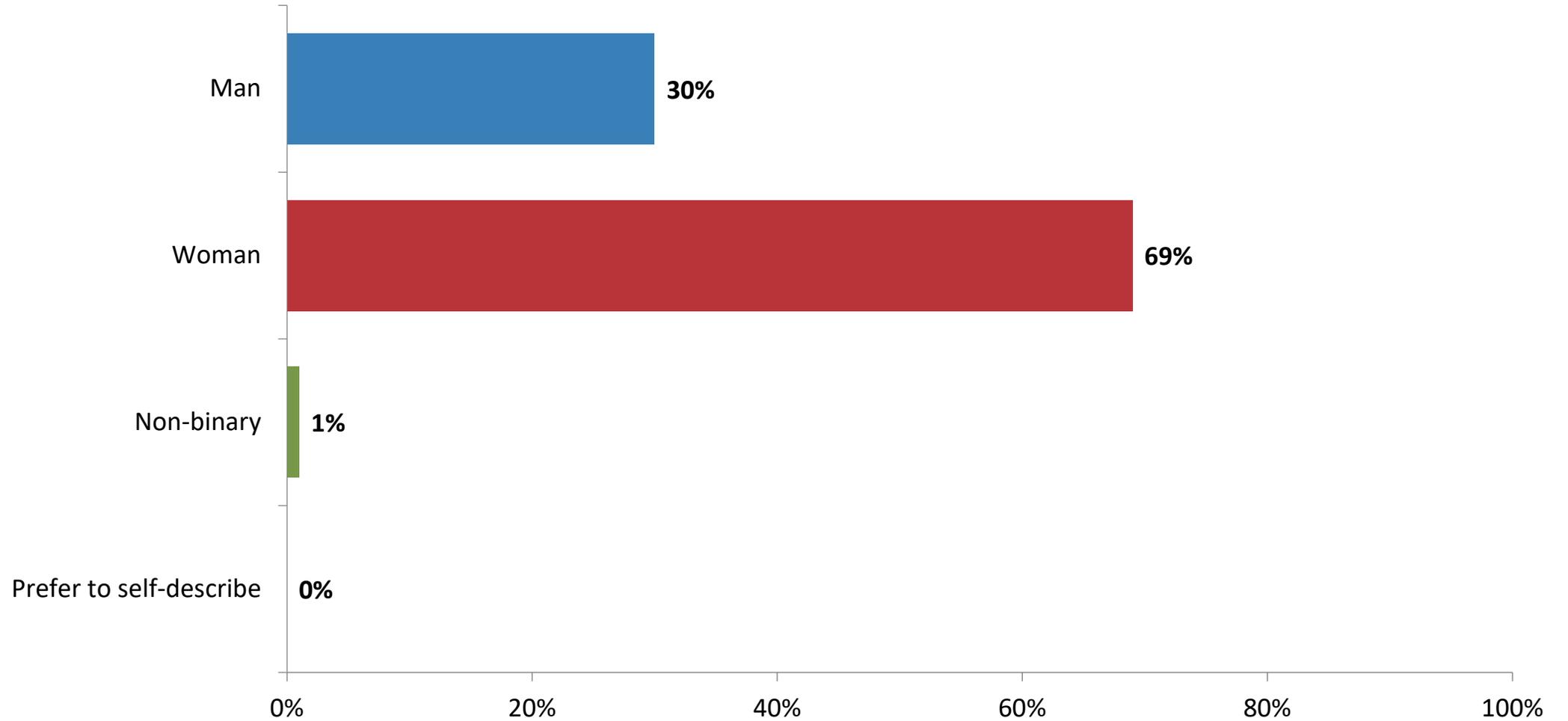
- What does outdoor recreation mean for the community?
- How does it compare to the work group's goals?

114 Responses

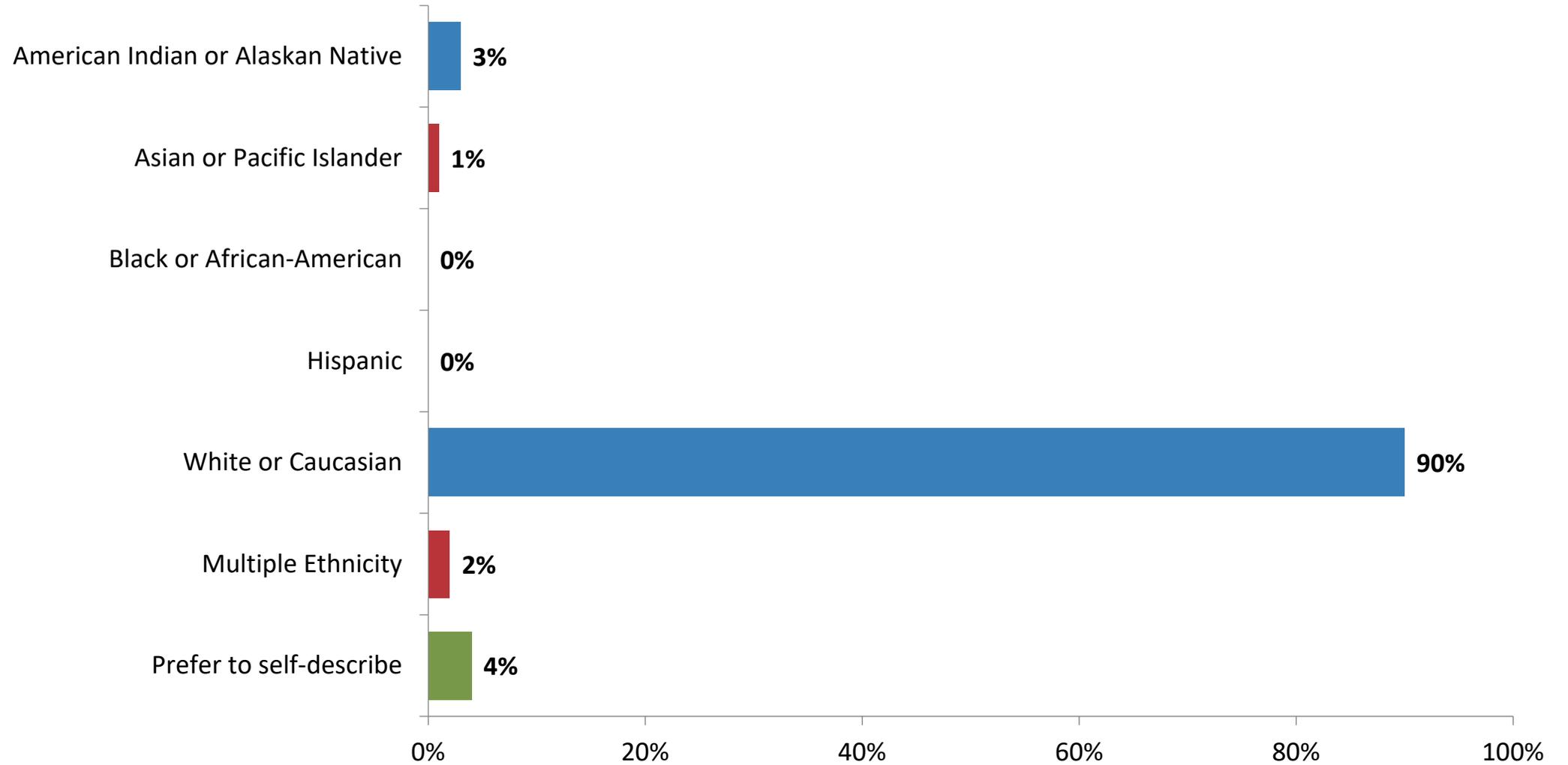
Demographics: Age



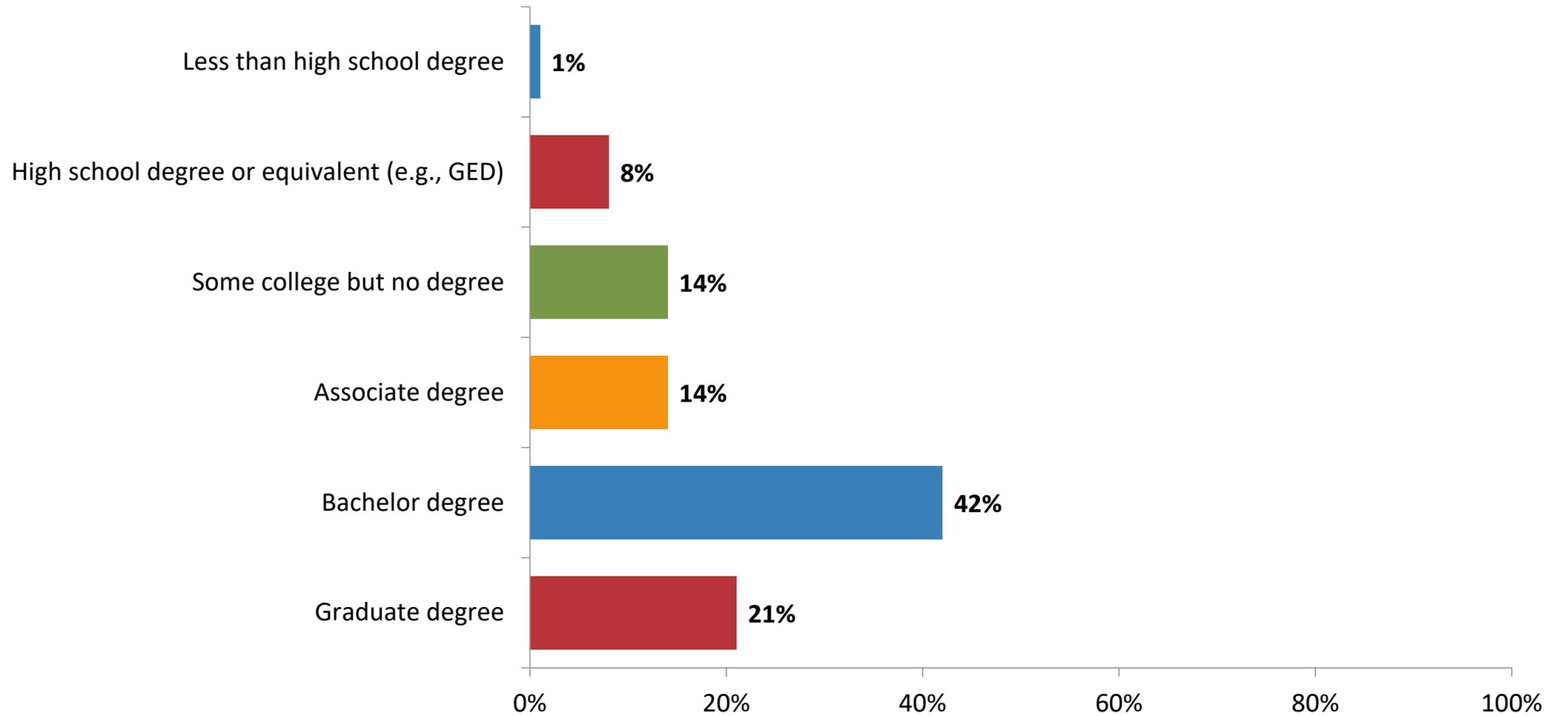
Demographics: Gender



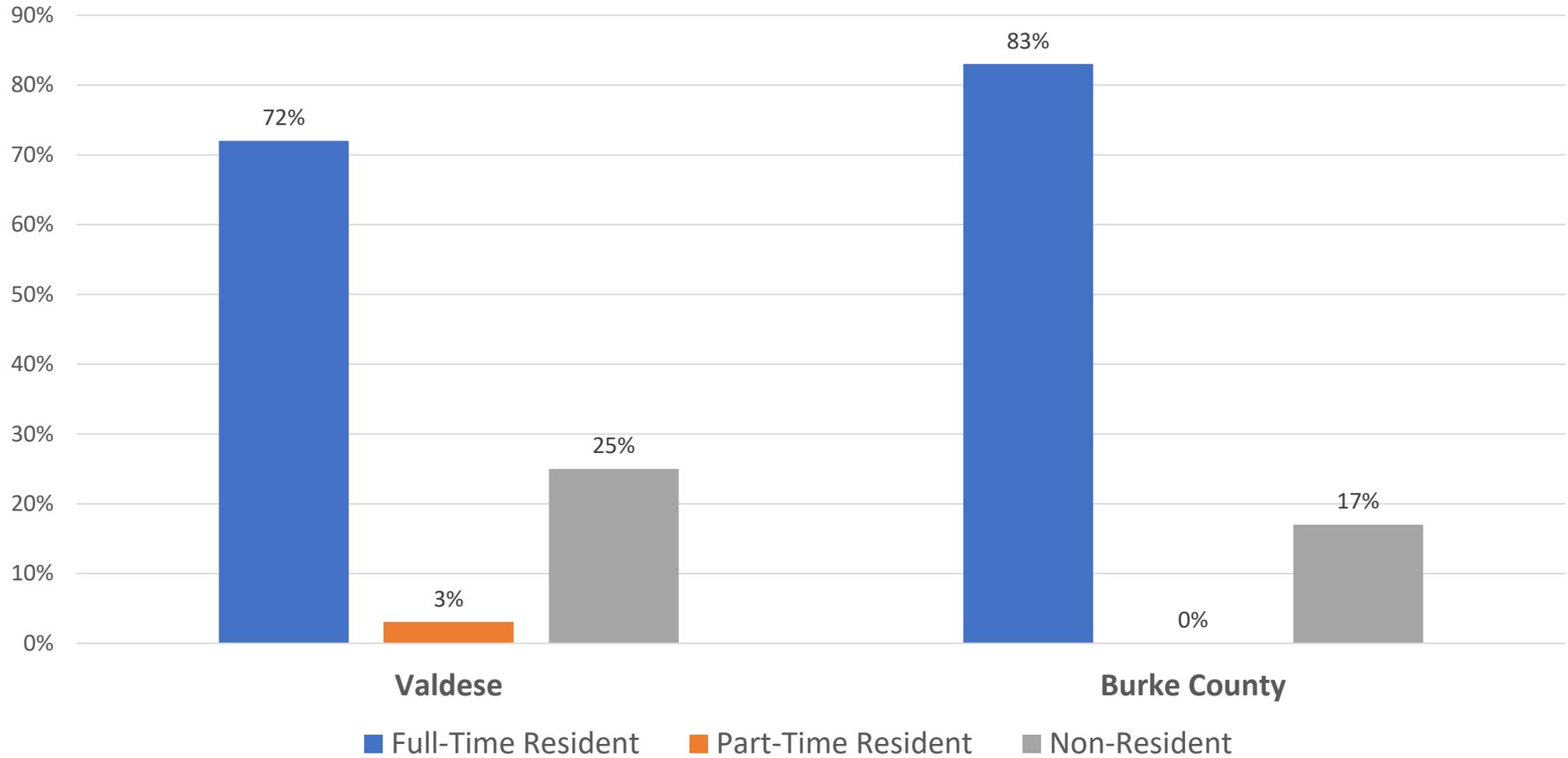
Demographics: Race



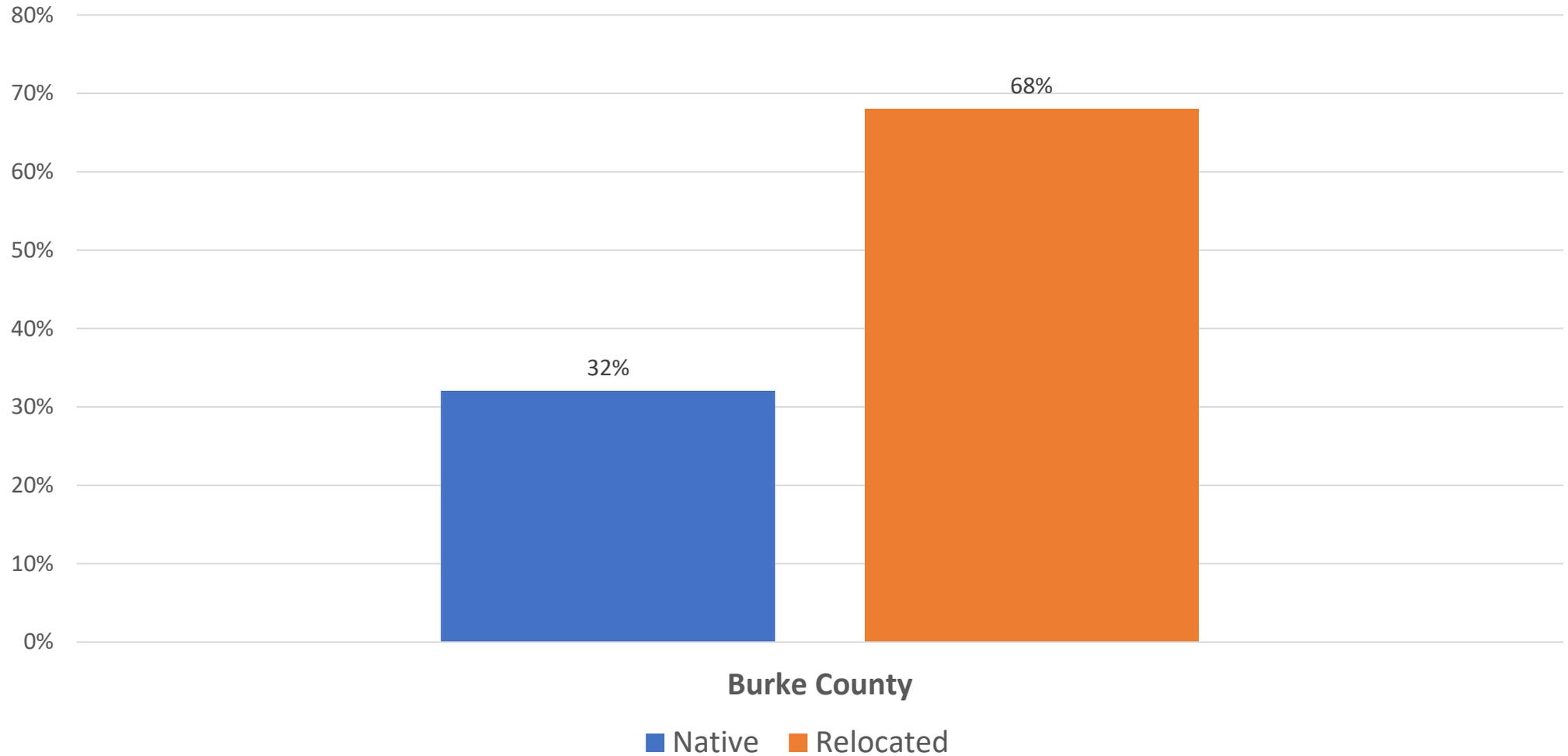
Demographics: Education



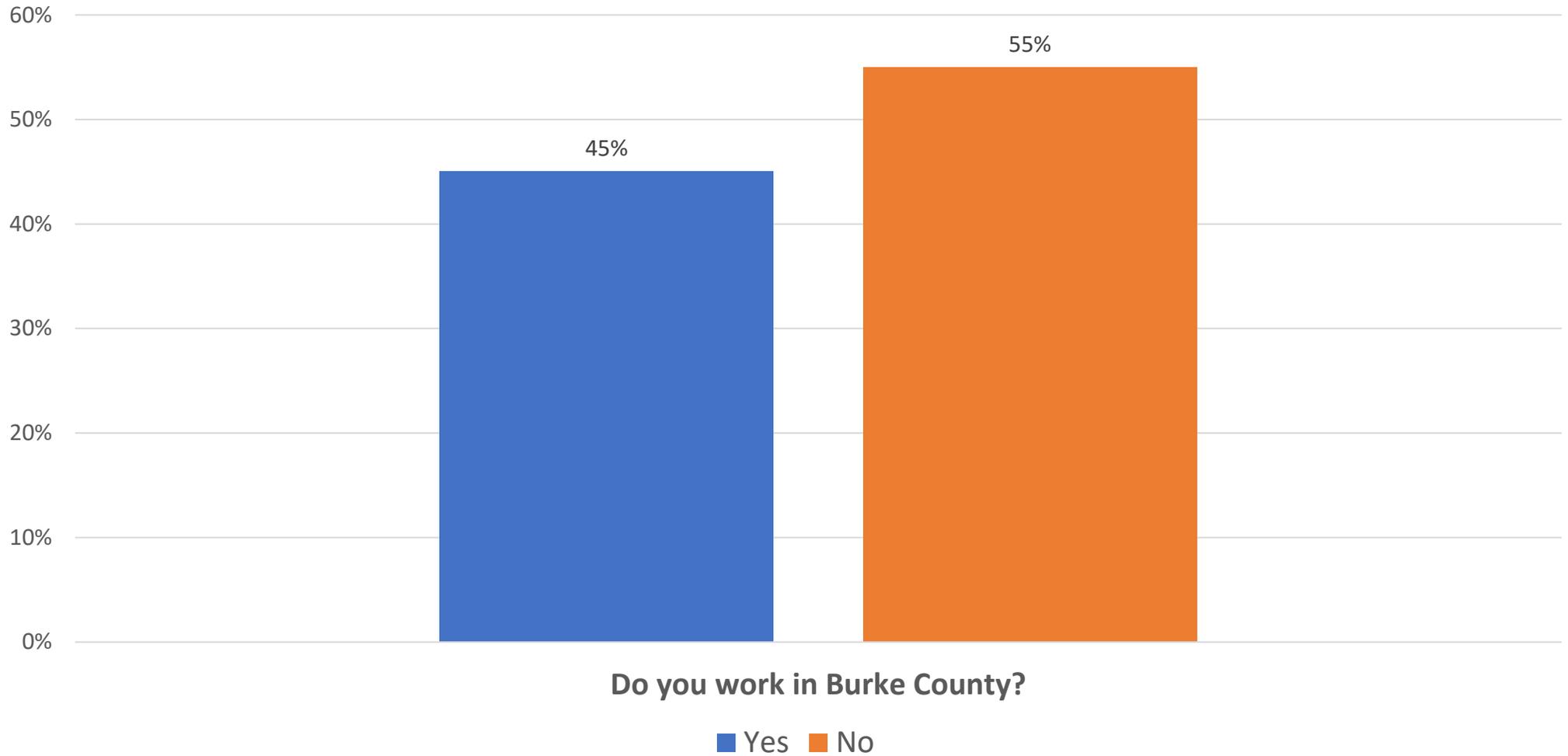
Resident Status



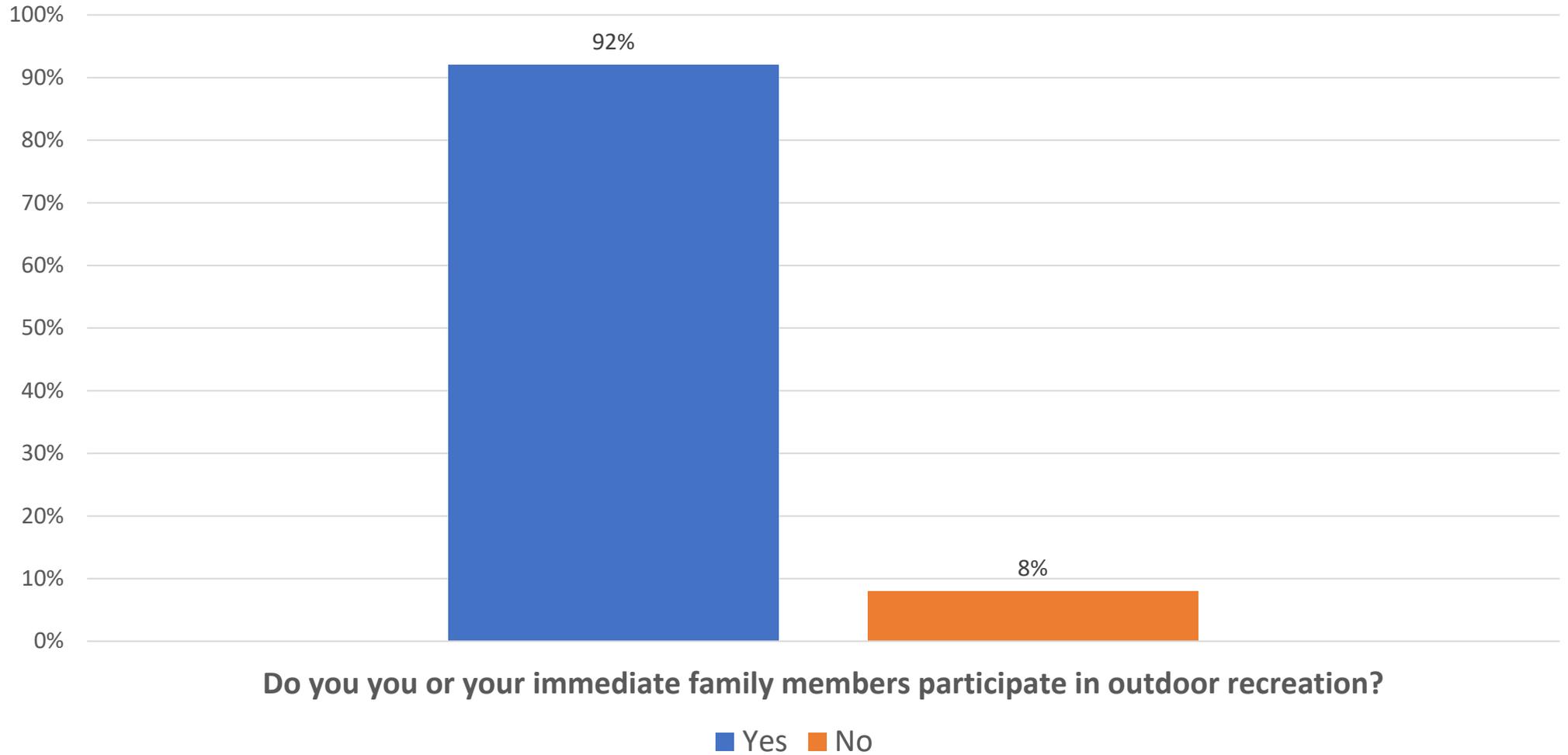
Resident Status



Employment Status



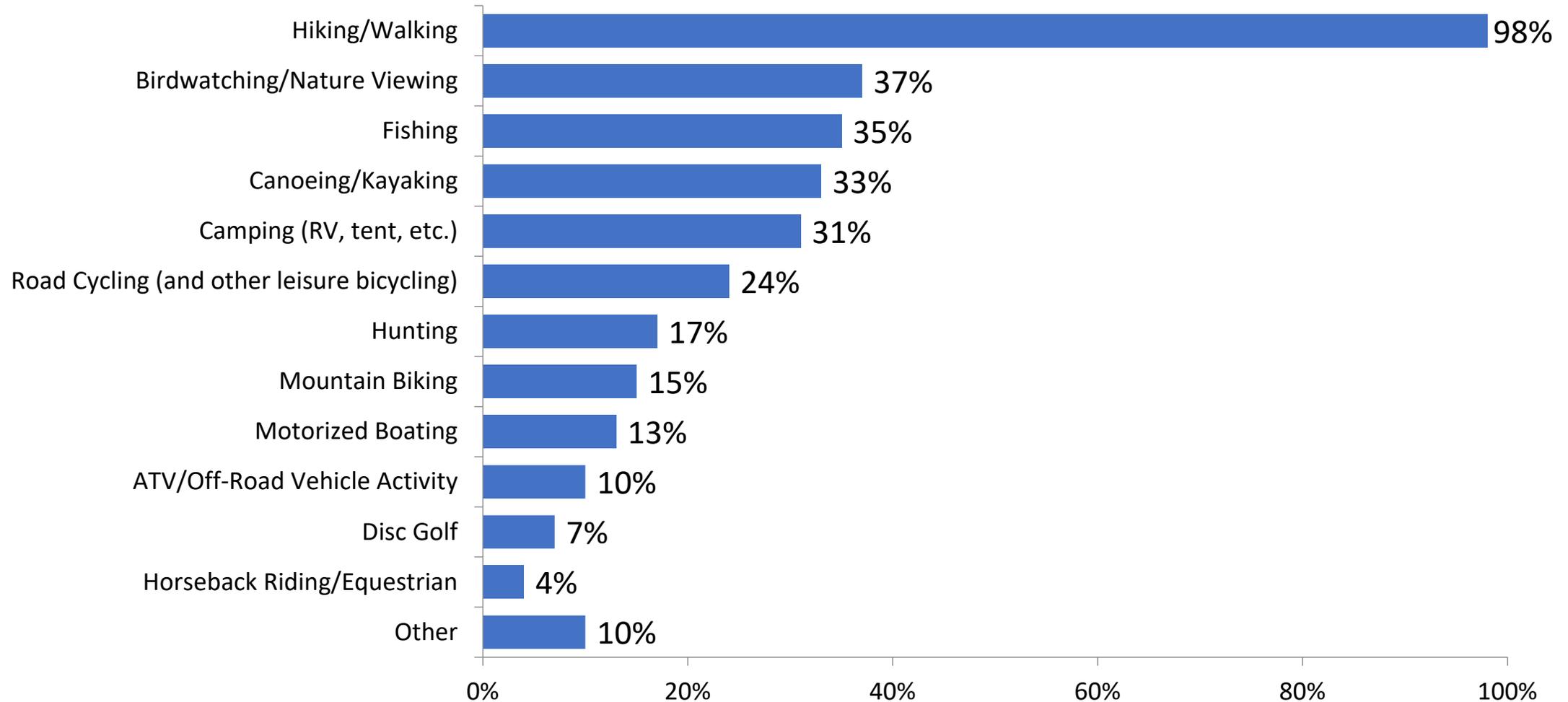
Outdoor Participation



If YES...

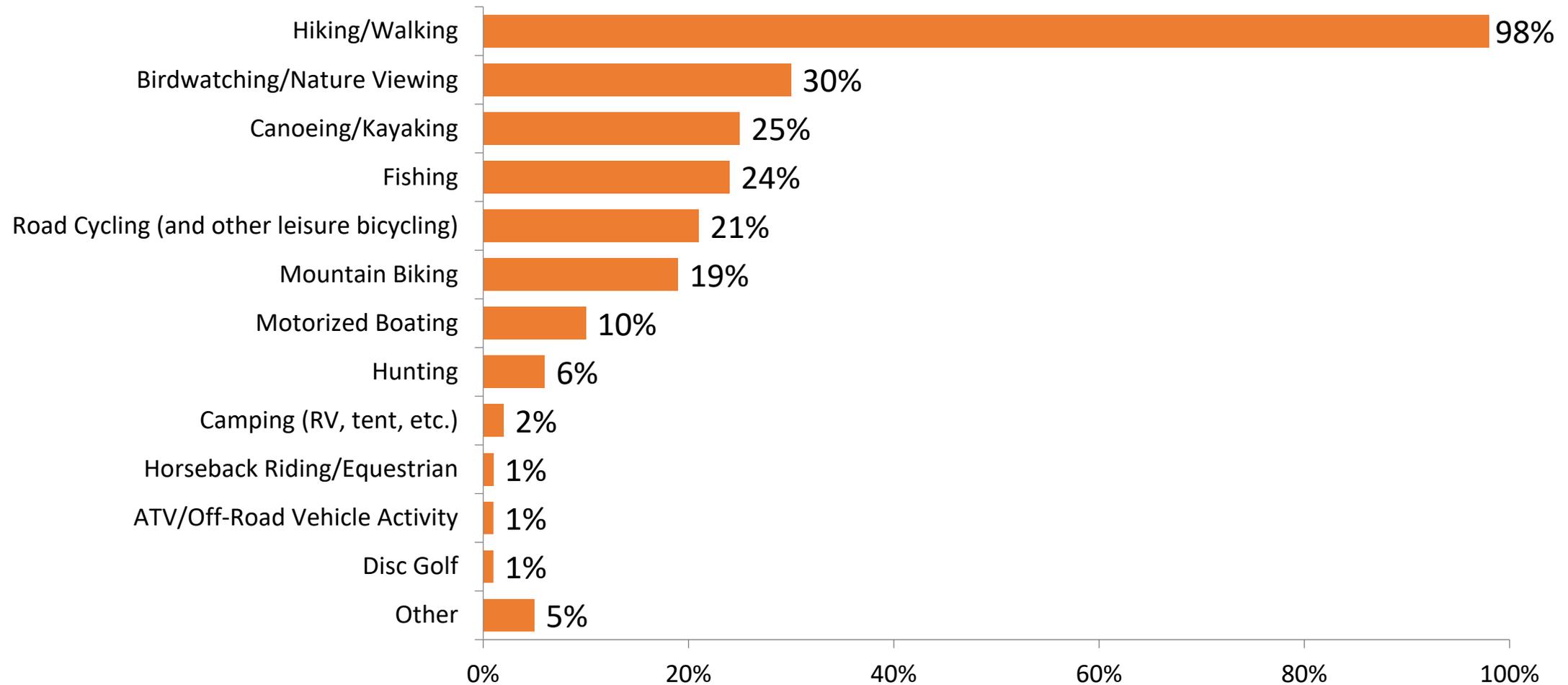
Primary Activities

Which outdoor recreation activities do you participate in regularly? (select all that apply)

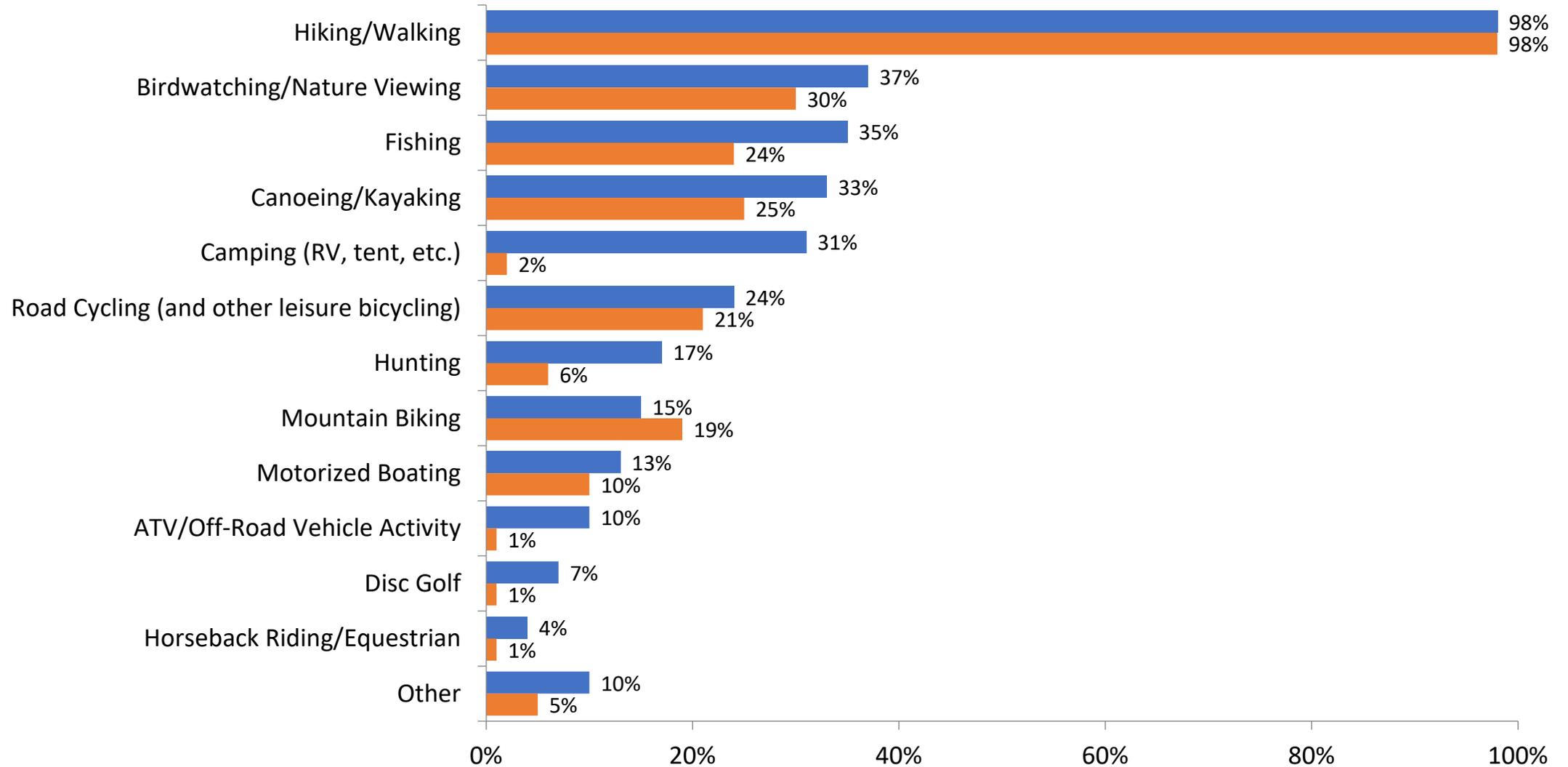


Available Activities

Of the activities that you participate in regularly, which are available to you in the Town of Valdese?

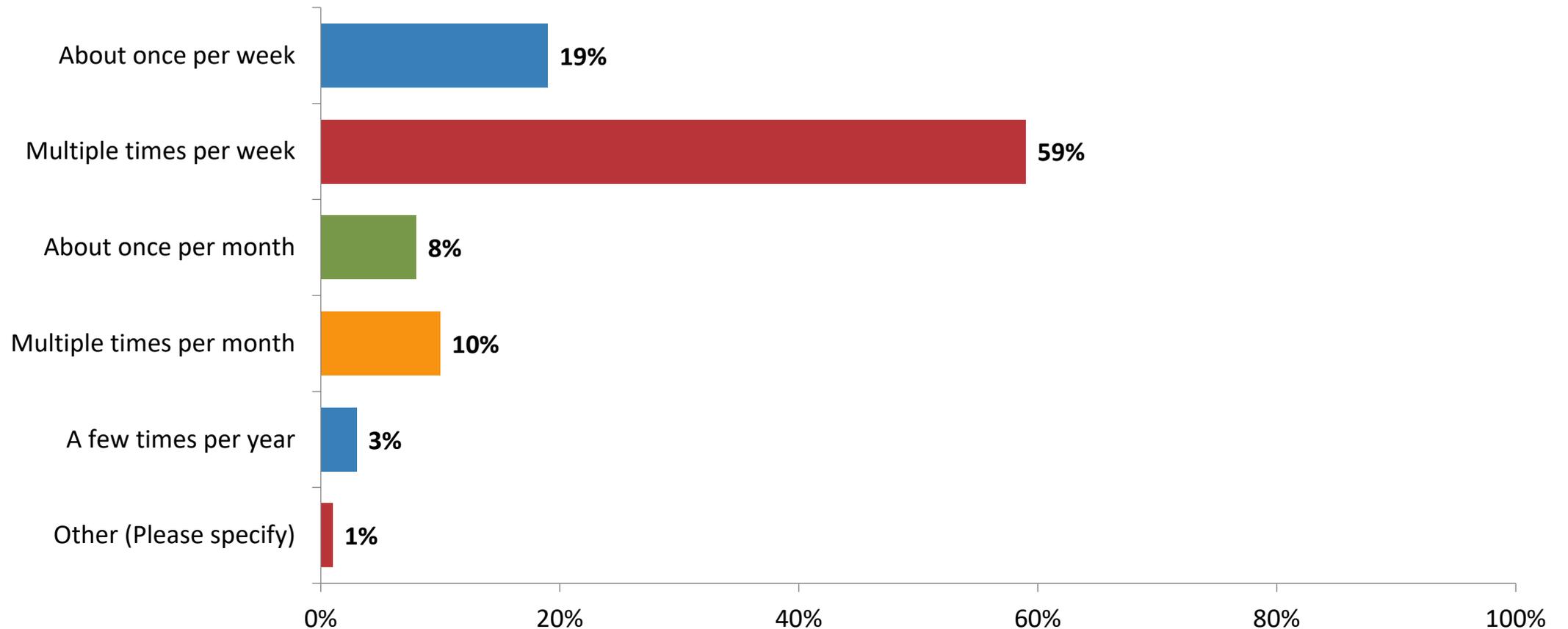


Primary vs. Available Activities



Participation Frequency

How often do you participate in outdoor recreation activities?



Favorite Recreation Areas

Lakeside Park	69	Catawba Meadows	4
McGalliard Falls Park	13	South Mountains	3
Parks and Rec Facilities	13	Fonta Flora Trail	3
Old Rock School Track	7	Draughn High School	3
Lake James	7	Catawba River	2
Sidewalks	6	Waldensian Church	2
Downtown	6	Playgrounds	2
Swimming Pool	5	Outdoor Bar/Restaurants	2
Lake Rhodhiss	5	Lake Hickory	2
		My Backyard	2
		Blue Ridge Parkway	1
		Broyhill Park	1
		Children's Memorial Park	1
		Zack's Fork Mountain Bike Trails	1
		Bike Trails	1
		Linville Gorge	1

Desired Improvements

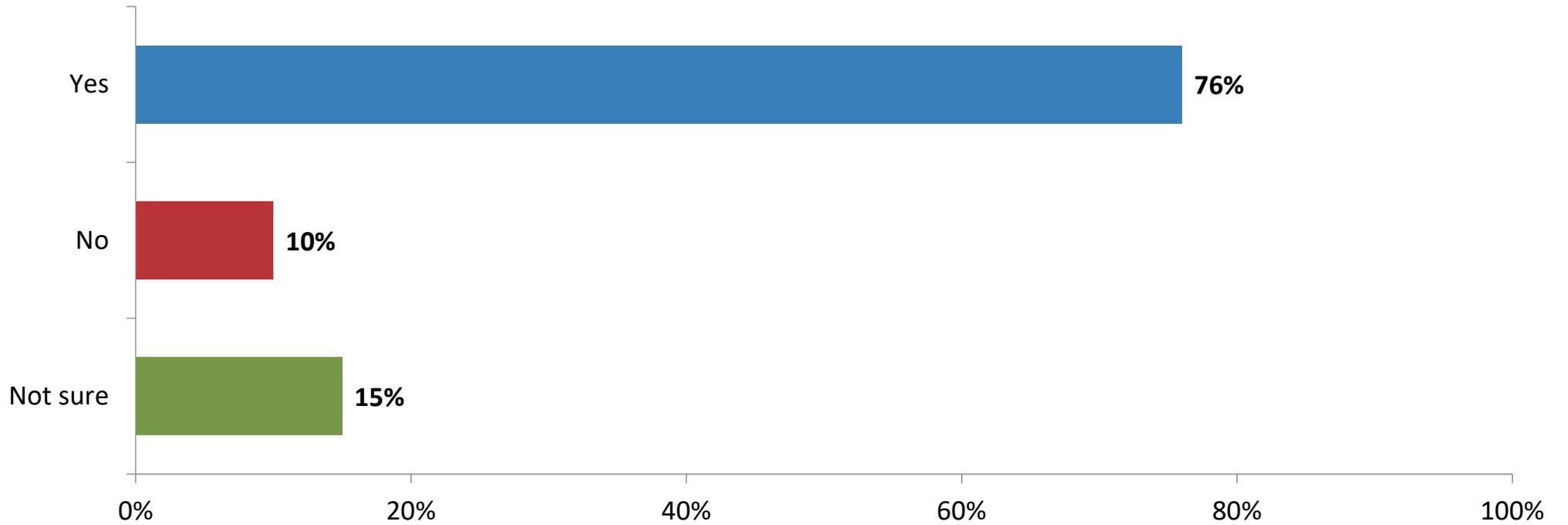
Lake/River Access Improvements	10	New/Improved Playgrounds	4
Pool Upgrades/Cover (year-round use)	8	Restroom improvements/access	4
Cleanup/Clear Debris	8	Fishing Access/Pier	4
Bike Trails	7	Pavilion/Stage	4
New/Improved Paved Greenways	7	Tent Camping	3
Seating and Picnic Areas	7	RV Camping Sites	3
Security/Safety Measures/Lighting at Parks	6	Conservation of Natural Areas	2
Sidewalk/Trail Connections	5	General Accessibility	2
		Information/Signage about water quality	2
		Nature Observation Areas	2
		Paved Parking area at Lakeside Park	2
		Disc Golf	2
		Increased Lifeguard Pay	2
		WiFi Access/Cellular	2
		Playground for Seniors/Adults	2
		Kayak/Canoe Rentals	2
		Wayfinding Signage	2

Desired Activities

Canoe/Kayaking	10	Mountain Biking	4
		Fishing	4
		Activities for Children	4
Disc Golf	7	Shooting/Hunting	3
		Tennis/Pickleball	3
RV & Tent Camping	5	Outdoor Basketball	2
		Skateboarding	2
Paved Bike Paths	5	Activities for Seniors	2
		Music and Events	2
Walking/Greenway/Sidewalks	5	Dual Sport Motorcycle Trails	1
		Bird Watching	1
		Lake Swimming	1
		Picnicking Areas	1
		Equestrian	1
		Hunting/Fishing for Wheelchairs	1
		Scuba Diving	1
		Climbing/Bouldering	1

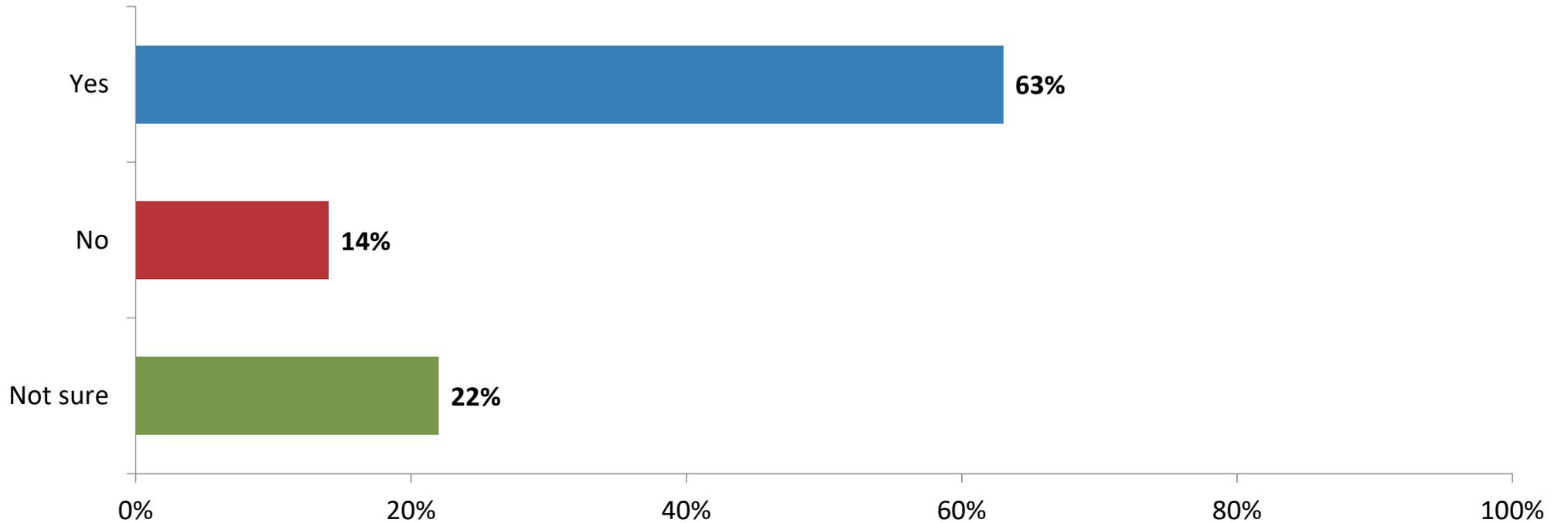
Activities for All Ages

Do you believe that there are outdoor recreation activities available for all ages in the community?



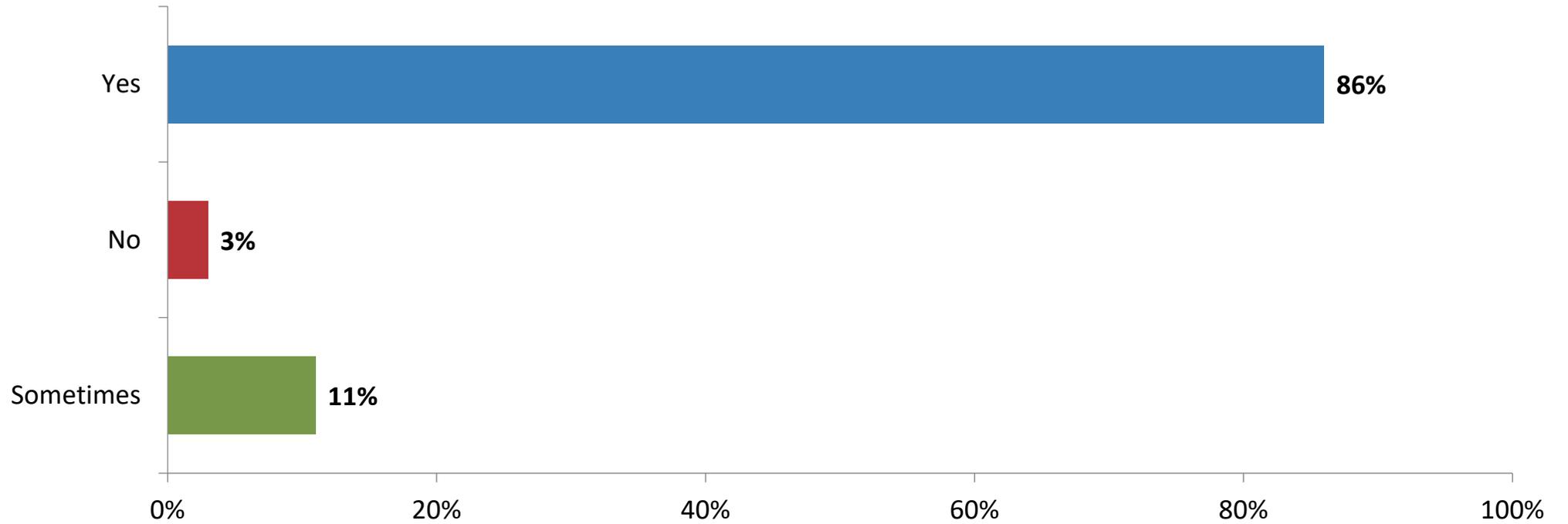
Activities for All Skill-Levels

Do you believe that there are outdoor recreation activities available for all skill levels in the community?



Vacation Recreation

Do you participate in outdoor recreation activities when traveling or on vacation?



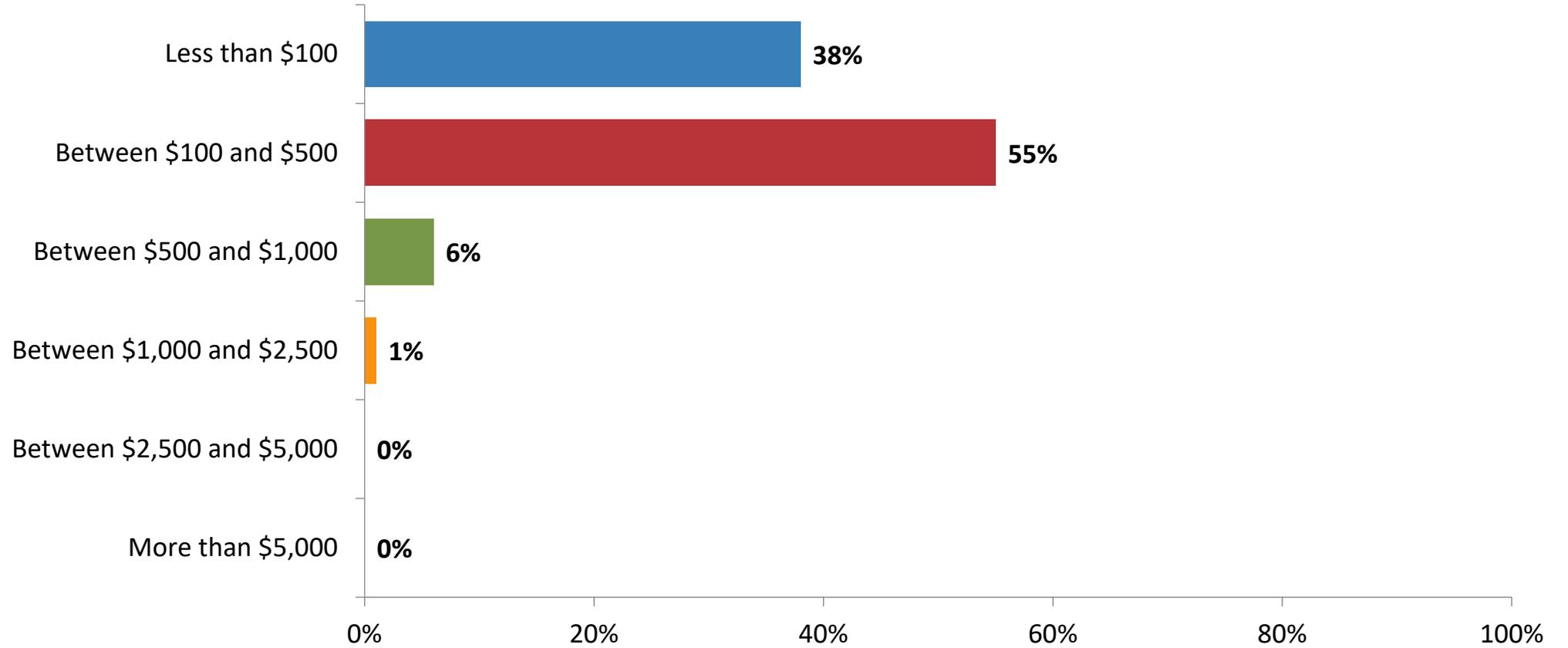
Favorite Destinations

<u>Activities/Geographies</u>	-
Beach	9
Hiking Trails	7
Fishing Areas	3
Bike Paths	2
Walking Parks/Greenways	2
Rivers/Streams/Creeks	2
Lakes/Ponds	1
Disc Golf Courses	1
Hunting Areas	1
Outdoor Art Shows	1
Electric Bike Trails	1
Mountain Bike Trails	1
Skateparks	1

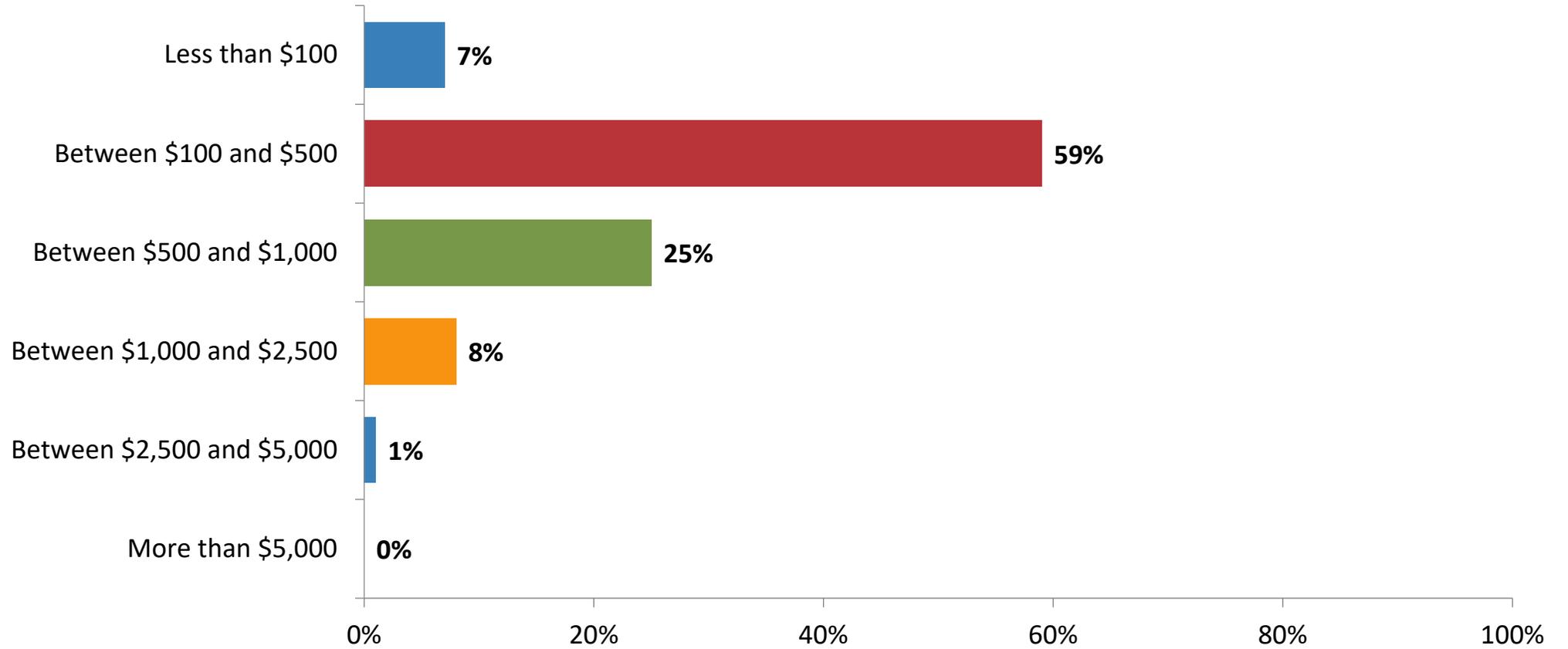
<u>Towns/Destinations</u>	-
Lake James	15
Linville, NC	8
Blowing Rock, NC	6
Black Mountain, NC	5
Asheville, NC	5
Boone, NC	4
Chimney Rock, NC	3
Outer Banks	3
Montreat, NC	2
Morganton, NC	2
NC High Country	2
Montana	2
Surrounding States (mountains)	2

<u>Parks/Attractions</u>	-
South Mountains State Park	13
Blue Ridge Parkway	9
Morganton Greenway	9
Blue Ridge Mountains	7
NC State Parks	7
Pisgah National Forest	4
Fonta Flora County Park	4
Great Smokey Mountains National Park	3
Lake Lure	3
Price's Park/Lake	2
Virginia Creeper Trail	2
NC Arboretum	2
Grandfather Mountain	2

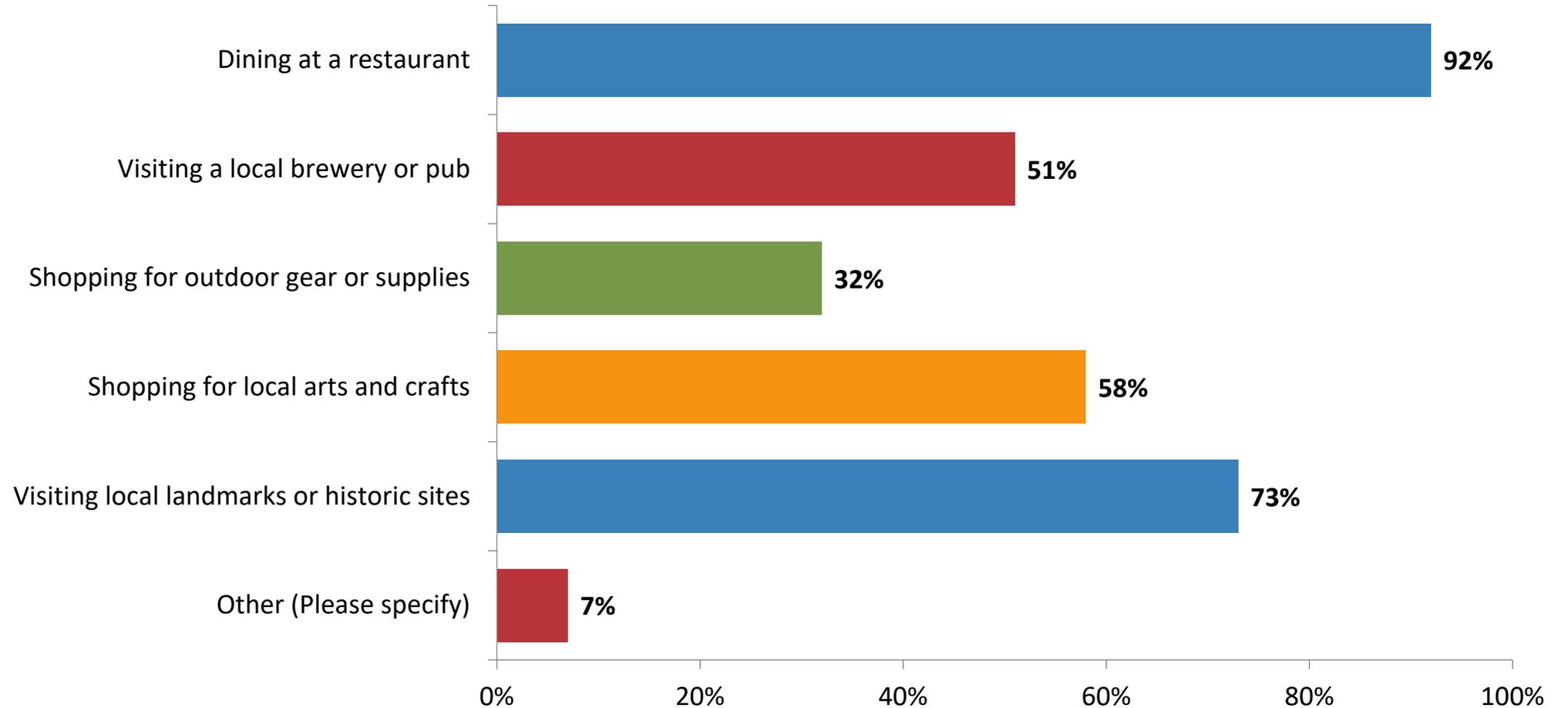
Day Trip Spending



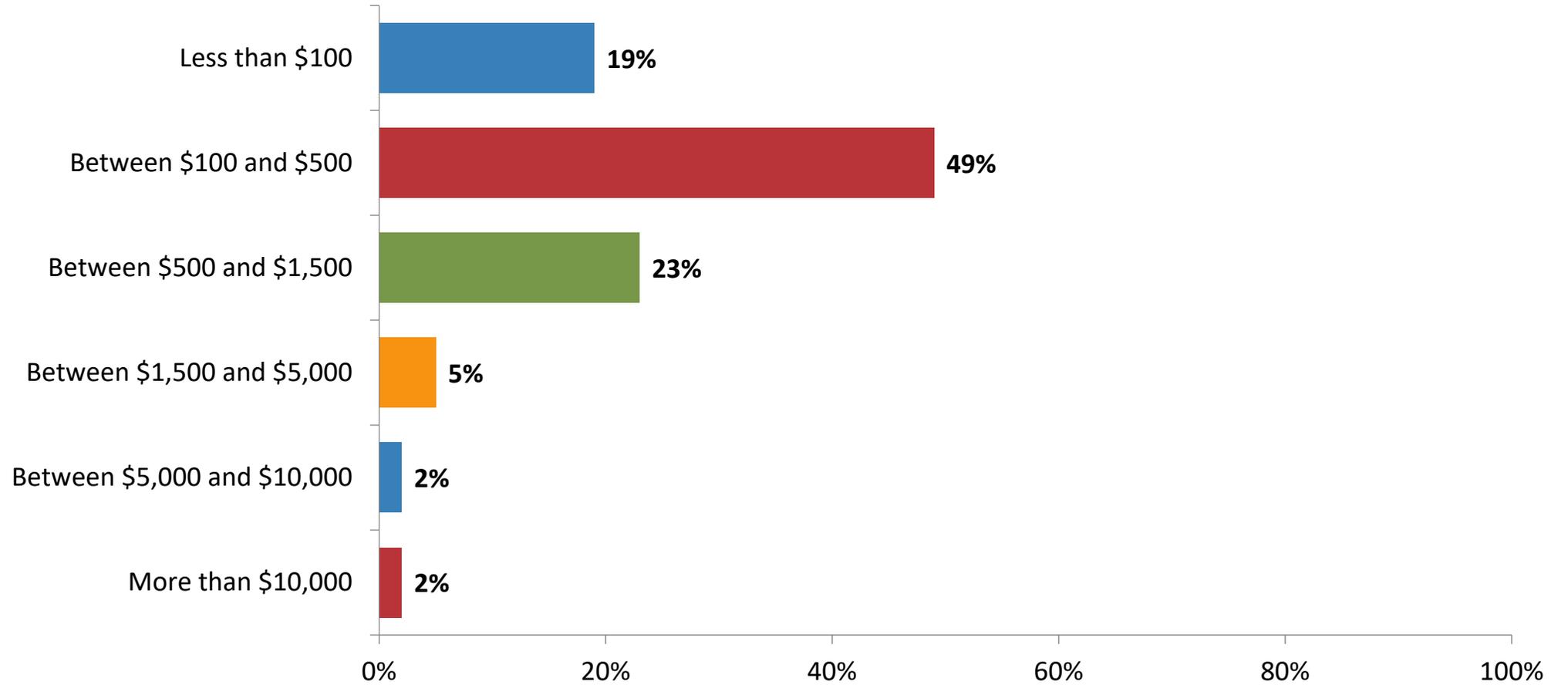
Overnight Trip Spending



Peripheral Activities



Annual Outdoor Spending



Outdoor Supply Shopping

Amazon/Online	47
Dicks Sporting Goods (Hickory/Morganton)	21
CBS Sports (Morganton)	18
Wal-Mart	15
Academy Sports (Hickory)	14
REI (Asheville)	12
Local Bike Shop	7

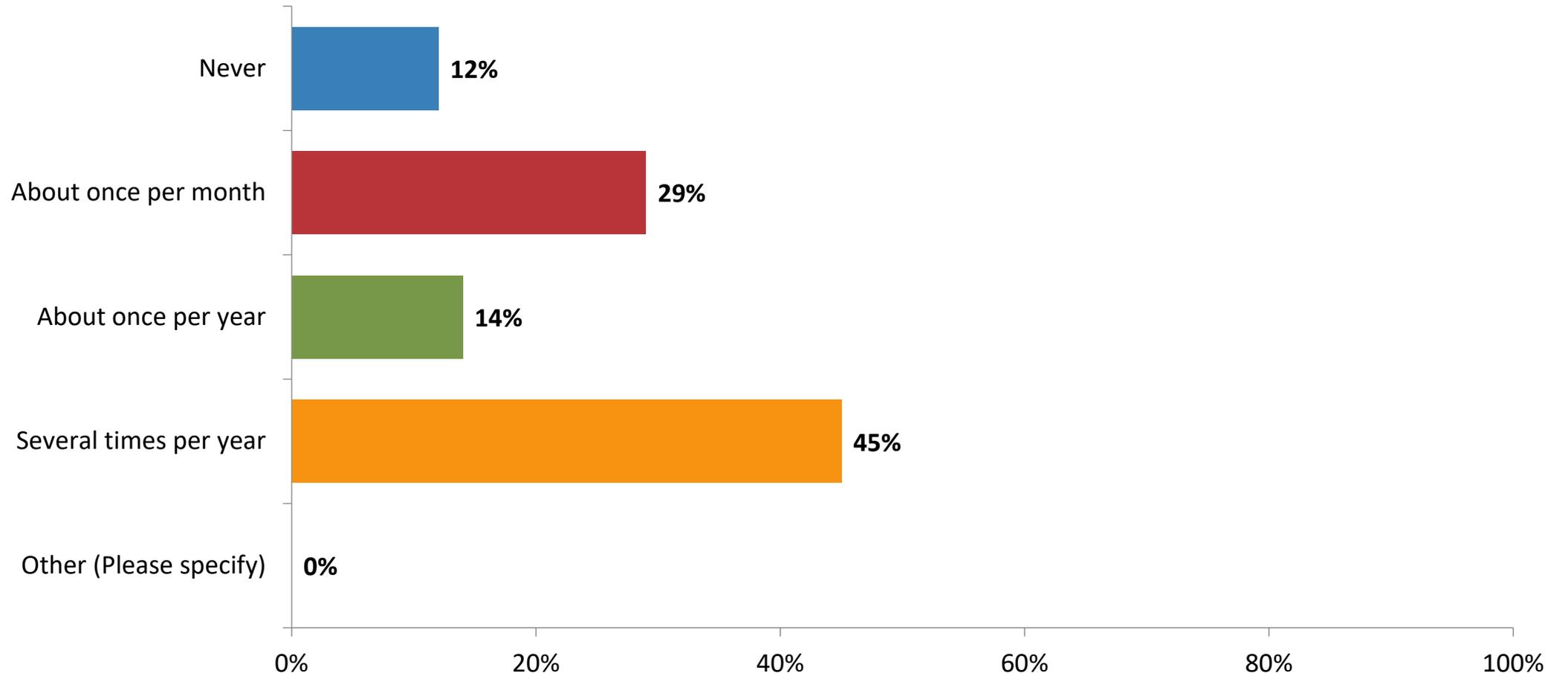
Needed Businesses

Bike Shop/Rental Service	30
Fly Fishing/Tackle Shop	11
General Outdoor Supply	9
Boating/Watersports Rental Service	8
Local Guide Service	5

TOURISM (ALL RESPONSES)

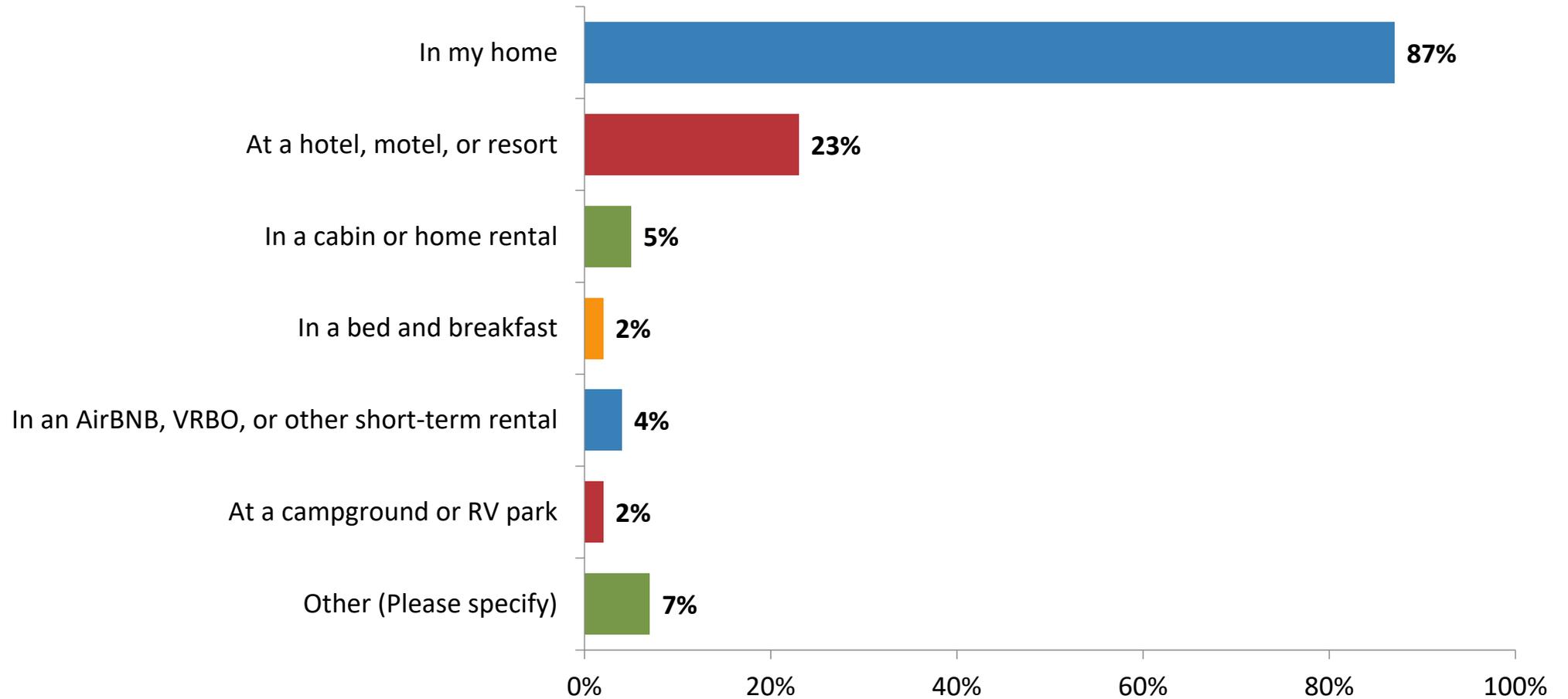
Visitor Frequency

How often do out-of-town friends and family come to visit you in your community?



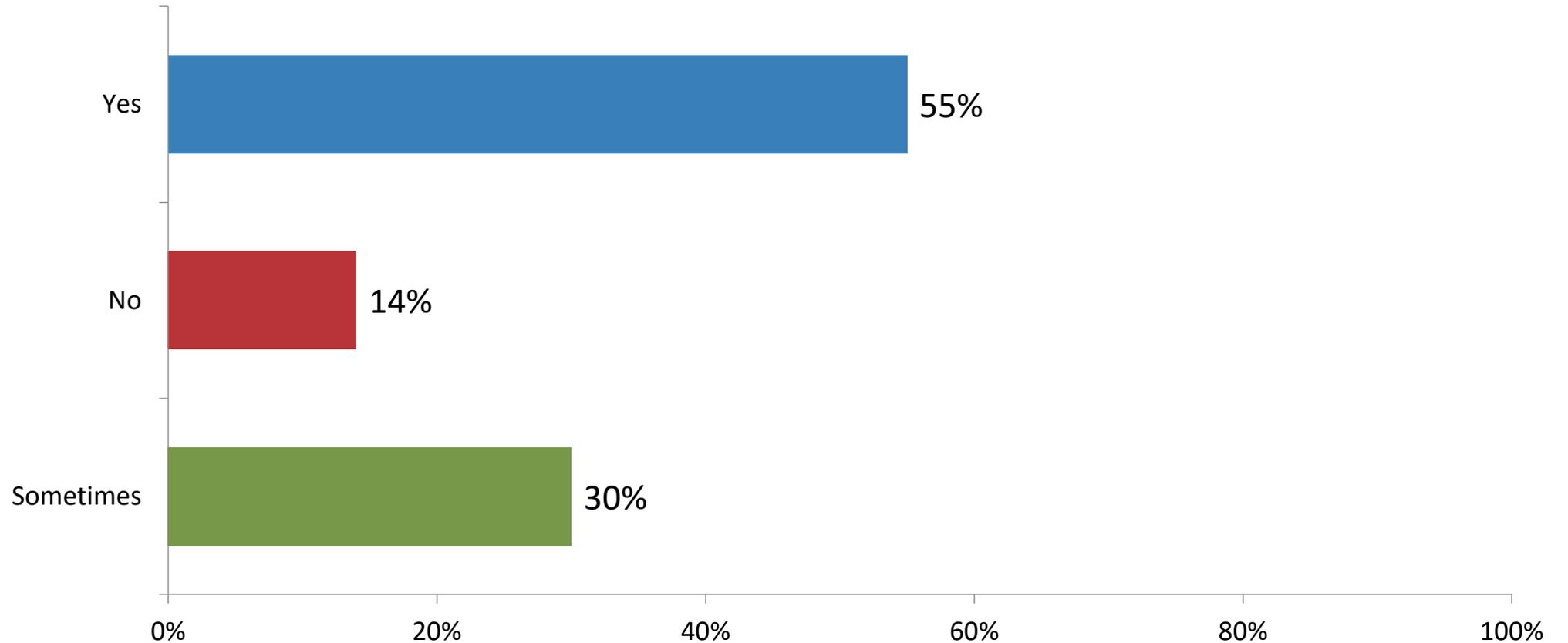
Lodging

When out-of-town friends and family come to visit, where do they stay?



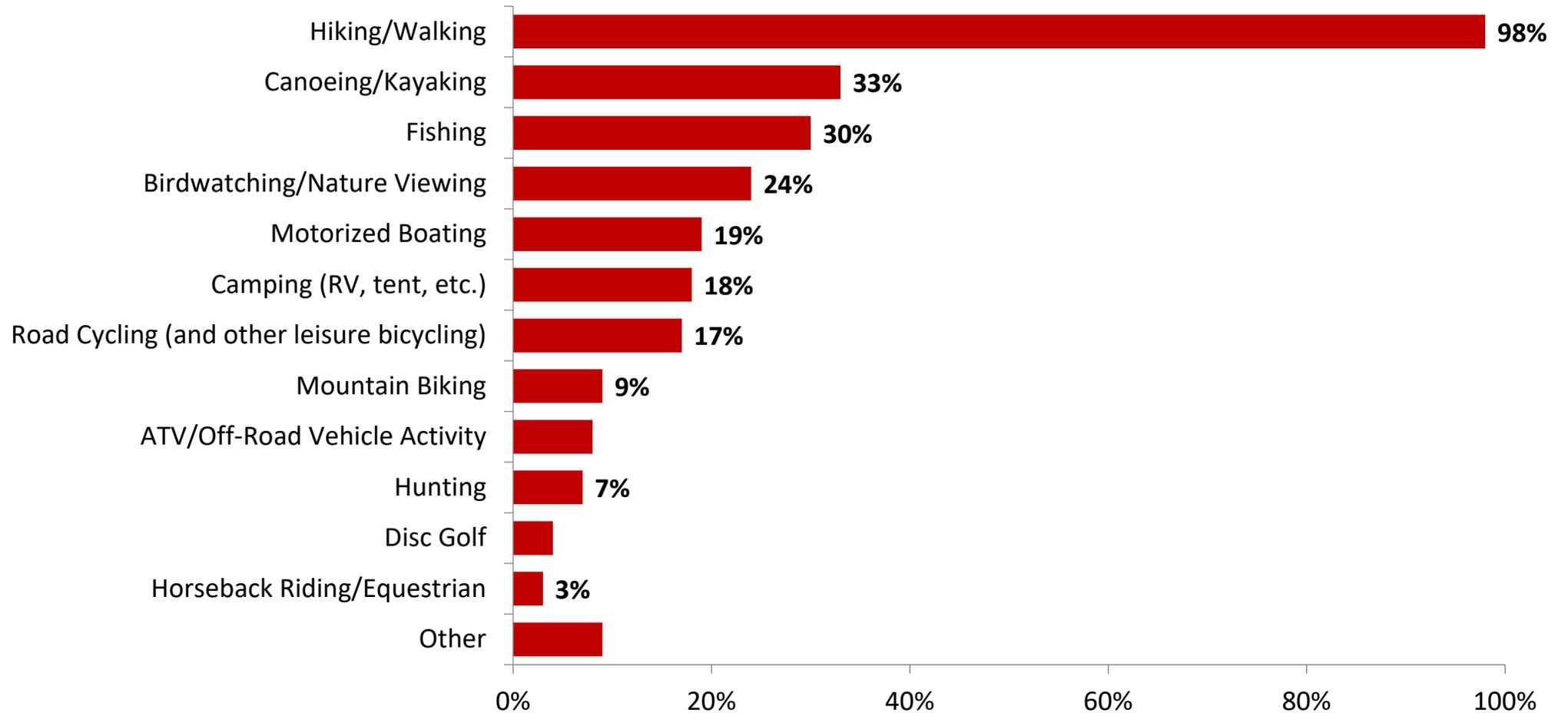
Visitor Participation

Do out-of-town friends and family participate in outdoor recreation activities while visiting your community?



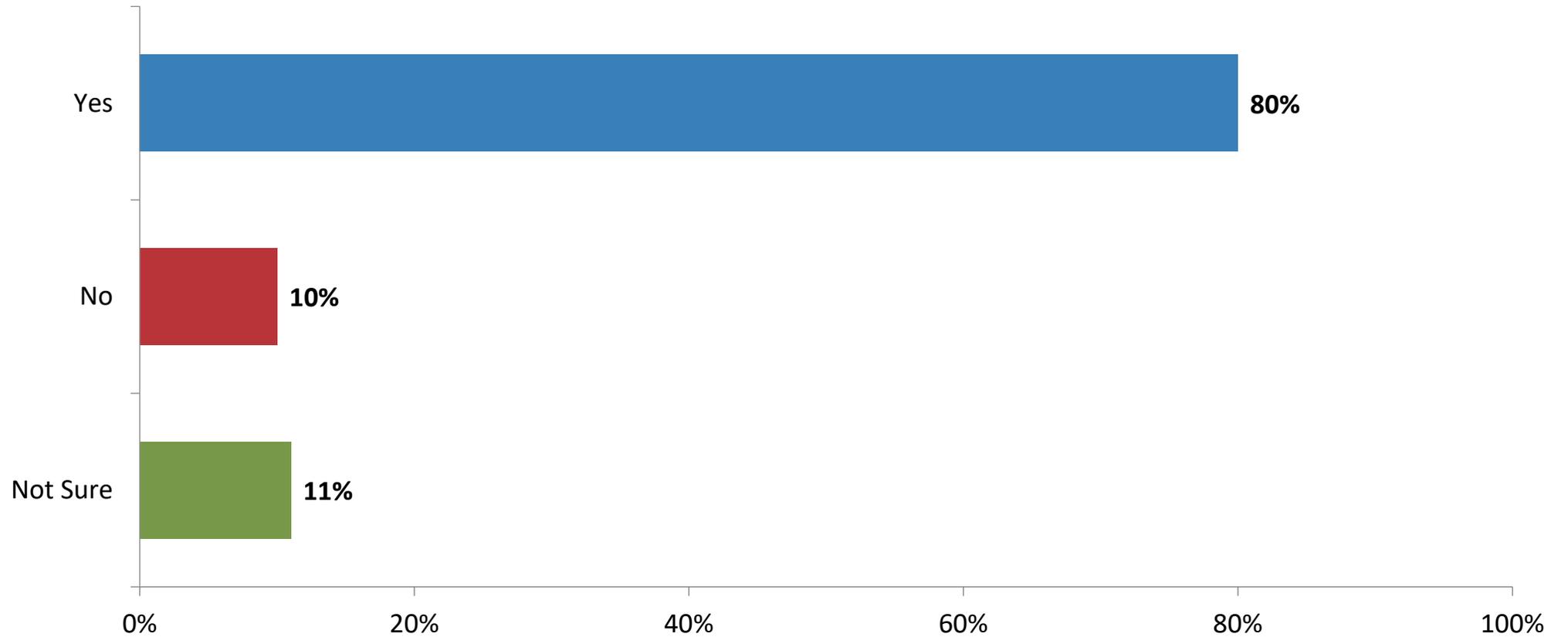
Visitor Participation

If yes, which outdoor recreation activities do out-of-town friends and family participate in while visiting?



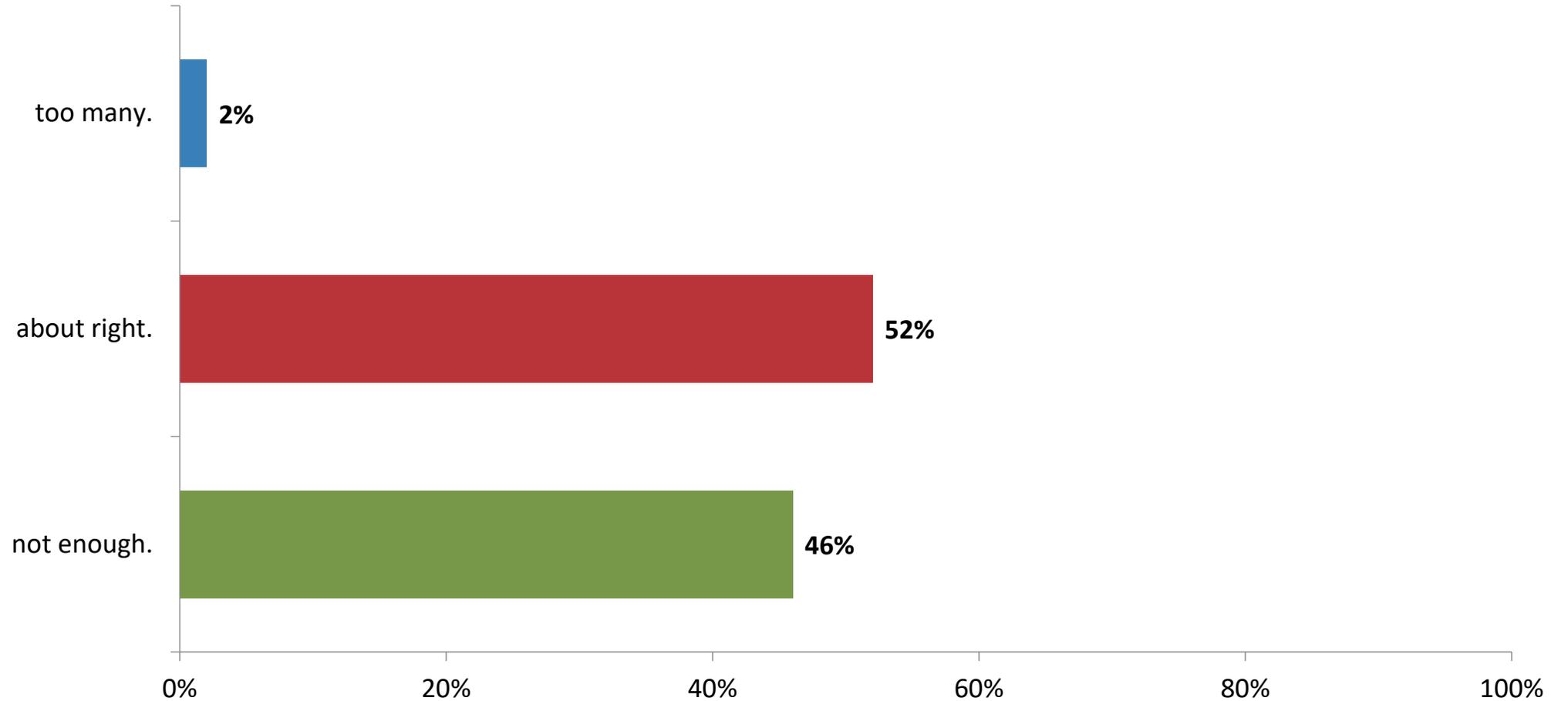
Tourism

Do you believe that tourism is an important part of the economy in your community?



Current Visitors

In your opinion, the current number of visitors to your community is:



Current Visitors

Too Many:

The town has gotten too crowded and is losing the small town feel.

2%

About Right:

The town is doing a good job at bringing in just enough visitors so that it is not overly crowded. Locals are not anti-visitor, but like the current balance.

Locals like the small town feel and don't want it to change or to be pushed out. Parking can be an issue with large events already.

52%

Not Enough:

Locals want to share the beauty and amenities of Valdese with others. Town has lots to offer and we need to boost the local economy & downtown. Plenty of room for visitors - not too crowded.

Lodging options are sparse and housing is a concern. Need more restaurants and businesses to attract visitors. Community is not a well known destination.

46%

Appendix III

Town of Valdese Retail Marketplace Snapshot

NC Main Street and Rural Planning Center staff developed a Retail Marketplace Snapshot by analyzing data within a 5-mile radius of the downtown.



Downtown Valdese Retail Marketplace Snapshot

April 2023

The purpose of this report is to give the Town of Valdese the baseline information for a better understanding of its current market. The NC Main Street & Rural Planning Center Staff studied the retail marketplace date within a 5-mile radius of the downtown area. The retail leakage analysis examines the quantitative aspects of the retail opportunities.

By reviewing the retail gap, we can:

- Understand how well the retail needs of residents are being met.
- Uncover unmet demand and possible opportunities.
- Understand the strengths and weaknesses of the local retail sector.

When consumers spend their dollars outside the specific radius of Valdese this is known as “Retail Gap” throughout this report. Retail Gap or leakage indicates an **unmet demand in the trade area**. This suggests the possibility the community can support additional retail for those business categories. Residents within the specified primary trade areas are purchasing products outside that area indicating opportunity to capture those dollars within the downtown district.

There are also categories for which Downtown Valdese is exceeding the local market demand.

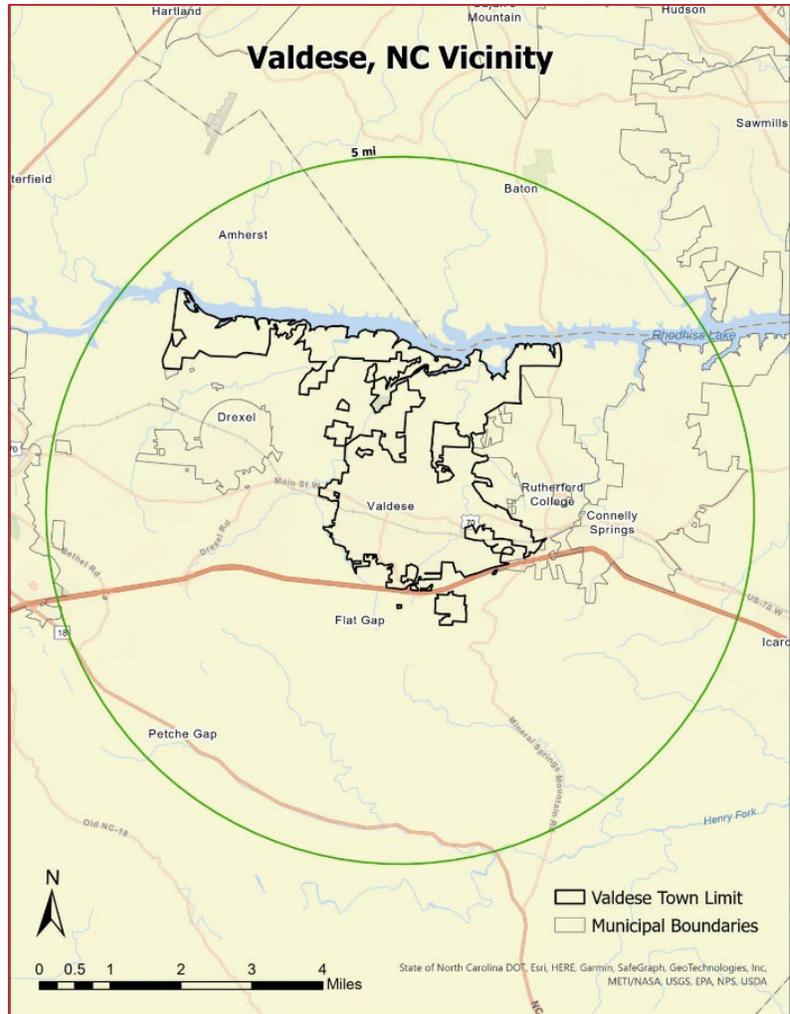


Those are measured as red numbers on the below report. For the 5-mile radius information, this means that Downtown Valdese is exceeding its market potential in these categories. This retail

surplus means the community's trade area is capturing local market plus attracting non-local shoppers. Surplus means the community has possibly developed strong clusters of retail that have broad geographical appeal.

You can also seek additional retail market data that Burke Partnership for Economic Development or the Western Piedmont Council of Government can provide. This report is based on the data collected and should serve as a starting point for your economic vitality efforts.

We highly encourage you to couple this report with consumer surveys to get a complete understanding of the Downtown Valdese potential. The NC Main Street & Rural Planning Center can share examples of consumer surveys and assist with this process as needed.



The above Town of Valdese map outlines a trade area within a 5-mile radius to downtown. Defining the trade area is critical in determining retail opportunities for the downtown market. The NC Main Street & Rural Center staff only reviewed the data within this segment.

The goal is to capture the retail sales volume leaking to neighboring communities, such as Morganton. The chart below shows total industry summaries for the 5-mile radius around downtown. It details the total retail sales gap, potential 10% capture, and retail square footage needed to attract this sales volume.

The sales per square foot column in the charts is the average number based on recent research across the state. Typically, restaurant annual retail sales are higher than \$300 per square foot. There are variables that impact this number such as building owned versus rented, rental rates either higher or lower as well as overall expenses, such as employee wages, insurance, utilities, etc. **Surplus is shown as a red number and retail gap is shown as a black number.**

Distance	Total Retail Gap	10% Capture	Sales/SF	S.F. Needed
5-mile radius	\$58,695,004	\$5,869,500	\$300	19,565

The above chart shows the aggregate number of potential sales within the 5-mile radius around Valdese. Below you will see these number broken down by retail category.

5-Mile Radius Around Downtown

Valdese				
Primary Trade Area 5-mile around downtown		DOWNTOWN POTENTIAL		
Business Type	Retail Gap	10% of Retail Gap	Sales/SF	SF
		10%	\$300	Needed
Furniture Stores	\$ 4,204,851	\$ 420,485	\$ 300	1,402
Appliance Stores	\$ 1,291,923	\$ 129,192	\$ 300	431
Electronics Stores	\$ 4,619,165	\$ 461,917	\$ 300	1,540
Home Centers	\$ 11,586,918	\$ 1,158,692	\$ 300	3,862
Hardware Stores	\$ 551,306	\$ 55,131	\$ 300	184
Nursery, Garden and Farm Supply Stores	\$ 1,616,139	\$ 161,614	\$ 300	539
Grocery Stores	\$ 3,534,276	\$ 353,428	\$ 300	1,178
Specialty Food Stores	\$ 977,658	\$ 97,766	\$ 300	326
Beer, Wine and Liquor Stores	\$ 2,249,064	\$ 224,906	\$ 300	750
Cosmetics and Beauty Stores	\$ 940,823	\$ 94,082	\$ 300	314
Clothing Stores	\$ 6,866,565	\$ 686,657	\$ 300	2,289
Shoe Stores	\$ 1,774,993	\$ 177,499	\$ 300	592
Jewelry Stores	\$ 2,053,606	\$ 205,361	\$ 300	685
Luggage and Leather Goods Stores	\$ 1,066,457	\$ 106,646	\$ 300	355
Sporting Goods Stores	\$ 1,871,400	\$ 187,140	\$ 300	624
Hobby, Toy and Game Stores	\$ 1,172,489	\$ 117,249	\$ 300	391
Book Stores	\$ 658,965	\$ 65,897	\$ 300	220
Office and Office Supplies Stores	\$ 604,961	\$ 60,496	\$ 300	202
Gift, Novelty and Souvenir Stores	\$ 755,456	\$ 75,546	\$ 300	252
Used Merchandise Stores	\$ 1,057,688	\$ 105,769	\$ 300	353
Pet and Pet Supplies Stores	\$ 759,848	\$ 75,985	\$ 300	253
Drinking Places	\$ 1,605,976	\$ 160,598	\$ 300	535
Full Service Restaurants	\$ 6,874,477	\$ 687,448	\$ 300	2,291
Total Gap	\$ 58,695,004	\$ 5,869,500	\$ 300	19,565

5-Mile Radius Retail Surplus

Category	Retail Surplus
Paint and Wallpaper Stores	\$ 463,505
Pharmacies and Drug Stores	\$ 31,293,953
Department Stores	\$ 1,037,998
Limited-Service Restaurants	\$ 1,211,608
Total	\$ 34,007,064

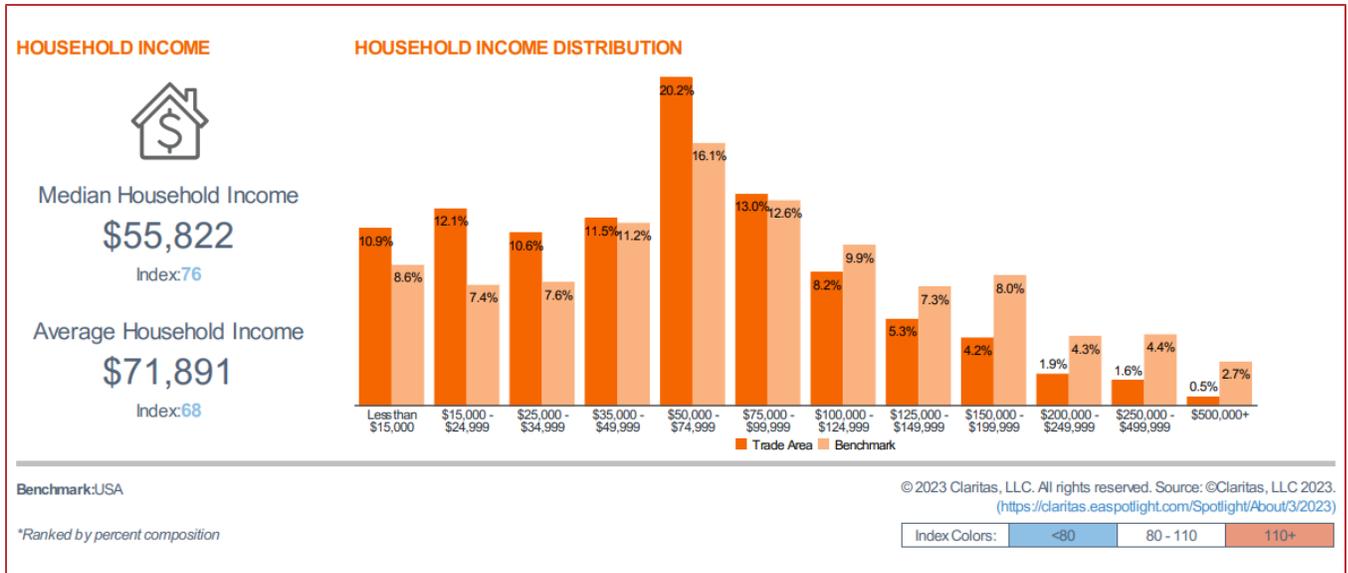
The retail surpluses confirm that Valdese is attracting a disproportionate amount of retail sales in these categories and the potential exists to attract additional retail and restaurant establishments to take advantage of the additional business potential.

Below is a table showing the projected sales growth in different commercial categories. This information can help your recruitment process.

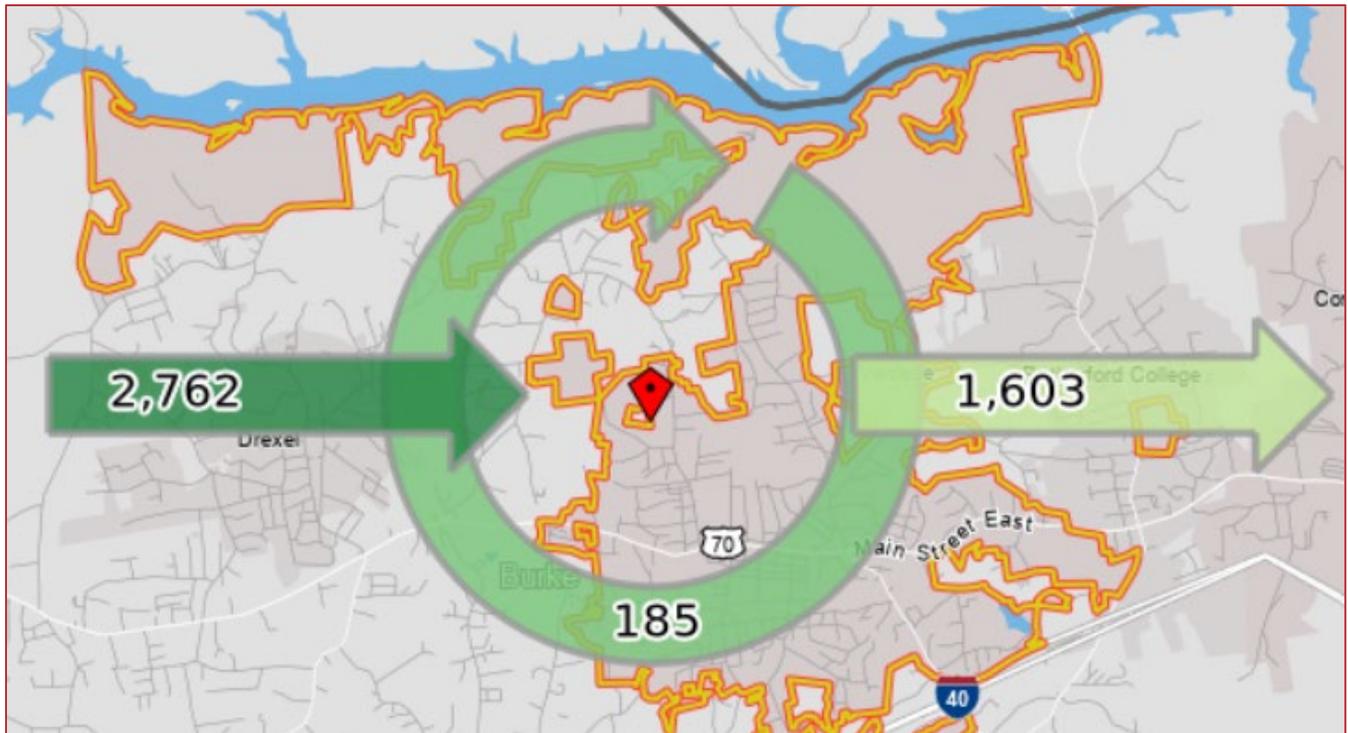
5-Mile Measurement

Valdese Demand Growth by Retail Store Types				
Primary Trade Area: 5 Mile Radius				
Business Type	2022	2027	Growth	Compound
	Demand	Demand	\$	Rate (%)
Furniture Stores	\$ 4,790,587	\$ 5,134,967	\$ 344,380	1
Home Furnishings Stores	\$ 3,384,748	\$ 3,801,181	\$ 416,433	2
Appliance Stores	\$ 1,291,923	\$ 1,420,377	\$ 128,454	2
Electronics Stores	\$ 4,619,165	\$ 5,008,512	\$ 389,346	2
Home Centers	\$ 13,859,273	\$ 15,978,224	\$ 2,118,952	3
Paint and Wallpaper Stores	\$ 988,506	\$ 1,261,799	\$ 273,293	5
Hardware Stores	\$ 2,038,716	\$ 2,353,869	\$ 315,153	3
Nursery, Garden Center and Farm Supply Stores	\$ 2,623,262	\$ 2,921,908	\$ 298,646	2
Grocery Stores	\$ 44,789,171	\$ 49,745,217	\$ 4,956,046	2
Specialty Food Stores	\$ 1,348,634	\$ 1,495,589	\$ 146,955	2
Beer, Wine and Liquor Stores	\$ 3,999,038	\$ 4,461,243	\$ 462,206	2
Pharmacies and Drug Stores	\$ 19,292,551	\$ 20,717,148	\$ 1,424,697	1
Cosmetics and Beauty Stores	\$ 1,345,774	\$ 1,451,931	\$ 106,156	2
Shoe Stores	\$ 1,797,695	\$ 1,827,607	\$ 29,912	1
Office Supplies and Stationary Stores	\$ 656,287	\$ 733,796	\$ 77,509	2
Drinking Places	\$ 1,608,838	\$ 1,722,108	\$ 113,270	1
Full Service Restaurants	\$ 20,935,813	\$ 22,349,606	\$ 1,413,793	1
Limited Service Restaurants	\$ 17,805,416	\$ 19,006,499	\$ 1,201,083	1
Total Sales	\$ 147,175,397	\$ 161,391,581	\$ 14,216,284	

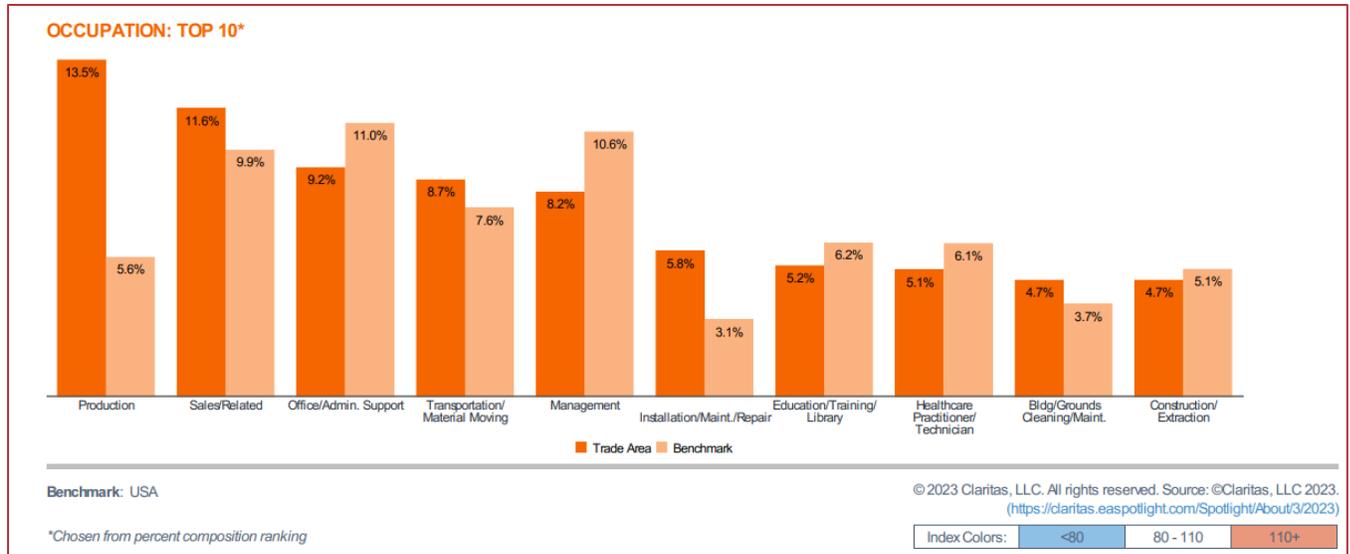
Note: The compound annual growth rate (CAGR) is the annualized average rate of revenue growth between two given years, assuming growth takes place at an exponentially compounded rate. The most important factor in both charts is the amount of projected growth per category.



- \$55,822 Median Household Income (Source: Claritas 5-mile radius 2023)
 - \$50,000-\$74,999 is the largest income segment
 - 54.6% of residents earn \$50,000 and above.



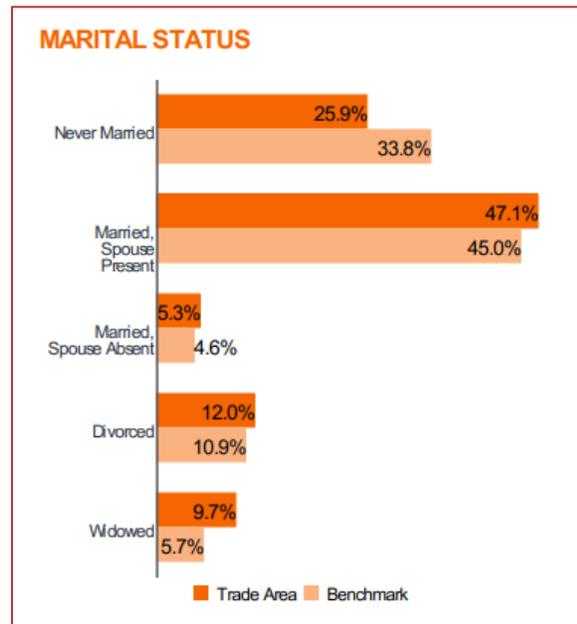
- 2,762 people travel to Valdese daily and 185 live and work within the community.
 - 2,947 total daytime worker population—the equivalent of 63% of Valdese population. (Source: U.S. Census On the Map for Valdese)



- The graph above shows the occupation segments compared to the benchmark U.S. average. (Source: Claritas 5-mile radius 2023)

POPULATION BY AGE

Age	Count	%	Index
0 - 4	1,049	4.5	77
5 - 9	1,058	4.5	76
10 - 14	1,102	4.7	76
15 - 17	729	3.1	82
18 - 20	681	2.9	72
21 - 24	955	4.1	79
25 - 34	2,757	11.8	88
35 - 44	2,512	10.8	84
45 - 54	2,934	12.6	104
55 - 64	3,735	16.0	127
65 - 74	3,356	14.4	135
75 - 84	1,723	7.4	141
85+	700	3.0	146



(Source: Claritas 5-mile radius 2023)

The above graphs reveal the population by age and marital status of those living within 5 miles of Valdese.

The above data can be used to help recruit businesses to Downtown Valdese to meet the unmet potential and reduce the retail gap or leakage. The priorities are to first retain, then expand and finally to recruit new businesses. The categories that show the most potential should be focused

within the 5-mile radius of downtown. This data can help existing businesses realize there may be potential to expand to capture additional retail sales.

Tapestry Segmentation by ESRI On-Line Business Analyst

We find that studying the Tapestry Segments helps to identify a retail mix based on demographics that could enhance the shopping experience. Tapestry Segmentations provide detailed descriptions of America's neighborhoods. U.S. residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition, then segments are further classified into LifeMode and Urbanization Groups. Each radius has numerous LifeMode groups for a total of 100%. The detailed information can give Valdese a sense of who its customer is and insight into how to market to and what types of products to possibly add to existing inventory. By diving deeper into each Tapestry Segment's LifeMode and Urbanization Group there may be an entirely new businesses that could emerge and possibly be a good fit for the community.

The information provided reflects the U.S. characteristics. The table below shows the top three segments for each category with brief descriptions. Detailed descriptions are obtained by going to the raw ESRI data's Tapestry information and clicking on each segment for the specific drive times. Visit <http://doc.arcgis.com/en/esri-demographics/data/tapestry-segmentation>

Top 3 Tapestries for each location

Total Community		5-mile radius	
Heartland Communities	87.1%	Heartland Communities	38.6%
Midlife Constants	9.8%	Midlife Constants	21.1%
Rooted Rural	3.1%	Southern Satellites	18.1%

Heartland Communities is the top segment for the total Valdese community and those living within a 5-mile radius of downtown. Midlife Constants is the second largest segment for the entire Valdese community and the second largest for those living within 5-miles of downtown. Southern Satellites is the third largest segment for those living within 5-miles of downtown. Each of these will be addressed below:

Heartland Communities

Total Households (U.S.)	2,850,600
Average Household Size	2.39
Median Age	42.3
Average HH Income	\$42,400

WHO ARE WE?

Well settled and close-knit, Heartland Communities residents are semirural and semiretired. These older householders are primarily homeowners, and many have paid off their mortgages. Their children have moved away, but they have no plans to leave their homes. Their hearts are with the country; they embrace the slower pace of life here but actively participate in outdoor activities and community events. Traditional and patriotic, these residents support their local businesses, always buy American, and favor domestic driving vacations over foreign plane trips.

SOCIOECONOMIC TRAITS

- Retirees in this market depress the average labor force participation rate to less than 60%. More workers are white collar than blue collar; more skilled than unskilled.
- The rural economy of this market provides employment in the manufacturing, construction, utilities, healthcare, and agriculture industries.
- These are budget-savvy consumers; they stick to brands they grew up with and know the price of goods they purchase. Buying American is important.
- Daily life is busy but routine. Working on the weekends is not uncommon.
- Residents trust TV and newspapers more than any other media.
- Skeptical about their financial future, they stick to community banks and low-risk investments.

Midlife Constants

Total Households (U.S.)	3,056,400
Average Household Size	2.31
Median Age	47.0
Average HH Income	\$53,200

WHO ARE WE?

Midlife Constants residents are seniors, at or approaching retirement, with below-average labor force participation and below-average net worth. Although located in predominantly metropolitan areas, they live outside the central cities, in smaller communities. Their lifestyle is more country than urban. They are generous but not spendthrifts.

SOCIOECONOMIC TRAITS

- Education: 63% have a high school diploma or some college.
- At 31%, the labor force participation rate is low in this market.
- Almost 42% of households are receiving Social Security 27% also receive retirement income.
- Traditional, not trendy; opt for convenience and comfort not cutting edge. Technology has its uses, but the bells and whistles are a bother.
- Attentive to price, but not at the expense of quality, they prefer to buy American and natural products.
- Radio and newspapers are the media of choice (after television.)

Southern Satellites

Total Households (U.S.)	3,856,800
Average Household Size	2.67
Median Age	40.3
Average HH Income	\$47,800

WHO ARE WE?

Southern Satellites is the second largest market found in rural settlements but within metropolitan areas located primarily in the South. This market is typically slightly older, settled married-couple families, who own their homes. Two-thirds of the homes are single-family structures; almost a third are mobile homes. Median household income and home value are below average. Workers are employed in a variety of industries, such as manufacturing, health care, retail trade, and construction, with higher proportions in mining and agriculture than the US. Residents enjoy country living, preferring outdoor activities and DIY home projects.

SOCIOECONOMIC TRAITS

- Education: almost 40% have a high school diploma only; 45% have college education.
- Labor force participation rate is 59.1%, slightly lower than the US.
- These consumers are more concerned about cost rather than quality or brand loyalty.
- They tend to be somewhat late in adapting to technology.
- They obtain a disproportionate amount of their information from TV, compared to other media.

AARP Livability Index

The AARP Livability Index for Downtown Valdese is 50 on a scale ranging from 0 to 100. The higher the score the more livable the community. Valdese ranks average on this scale. It is important to consider the different index categories, such as health, environment, neighborhood, and opportunity to help you determine what needs to be done to improve this score. Some areas of particular interest include:

Positive

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Housing (50 out of 100)		
Zero-Step Entrances	50.1%	50.1%
Housing Costs	\$798	\$1,057
Housing Cost Burden	15.7%	16.3%
Availability of subsidized housing (Units per 10,000 people)	0	0
Neighborhoods (40 out of 100)		
Access to Grocery Stores & Farmer's Mkts (# of stores or markets)	0	0.0
Access to parks	1	1
Access to libraries	0*	0
Access to jobs by transit	0	0
*The downtown Valdese library is not recognized by AARP		
Transportation (51 out of 100)		
Congestion (Hours per person per year)	10.1	25.5
Speed Limits (Miles/Hour)	25.9	28.0
Crash Rate	7.6	7.7

(Fatal crashes per 100,000 people)

Transportation (51 out of 100)

Frequency of local transit (# of buses and trains per hour)	0	0
--	---	---

Environment (65 out of 100)

Local Industrial Pollution (ORSE score from 0 to 9,070)	0	0.00
--	---	------

Near-roadway pollution (% of people are exposed)	0.00%	0.00%
---	-------	-------

Drinking water quality (% of people exposed to violations)	0.00%	0%
---	-------	----

Health (34 out of 100)

Obesity prevalence (% of adults who are obese)	32.0%	32.2%
---	-------	-------

Engagement (59 out of 100)

Broadband cost and speed (% of residents who have high speed and competitively priced internet)	99.9%	93.7%
---	-------	-------

Opportunity for Civic Involvement (Number of organizations per 10,000 ppl.)	13.2	1.18
--	------	------

Voting Rate (% of people voting)	63.7%	61.9%
-------------------------------------	-------	-------

Social Involvement Index (Index 0 to 2.5)	1.12	0.96
--	------	------

Opportunity (50 out of 100)

Age Diversity (Index 0 to 1)	0.88	0.85
---------------------------------	------	------

Income inequality (Index from 0 to 1)	0.46	0.46
--	------	------

Negative

<u>Category</u>	<u>2022</u>	<u>2022 Median U.S. Neighborhood</u>
Housing (50 out of 100)		
Availability of multi-family housing (# of units multi-family)	7.1%	18%
Neighborhood (40 out of 100)		
Access to jobs by auto	11,422	44,198
Diversity of Destinations (Index from 0 to 1)	0.64	0.65
Activity Density (Jobs and people per 10,000 people)	493	3,056
Crime rate (Crimes per 10,000 people)	254	217.4
Vacancy rate (% of units vacant)	19%	8.6%
Transportation (51 out of 100)		
ADA Accessible stations/vehicles (% of stations/vehicles ADA accessible)	79.8%	82.9%
Walk trips (Trips per household per day)	0.55	0.73
Household transportation costs (Amount per year)	\$15,471	\$15,331
Environment (65 out of 100)		
Regional air quality (Unhealthy air quality days per year)	4.4	4.37
Health (34 out of 100)		
Smoking prevalence (% of pop. who smoke)	19.9%	18%
Access to exercise equipment (% of people who have access)	66.2%	90.1%

Healthcare Professional Shortage Areas (Index from 0 to 26)	18	0
Health (34 out of 100)		
Preventable hospitalization rate (Preventable hospitalizations per 100,000 people)	55%	48.5%
Patient Satisfaction Rate (% of patients satisfied)	71.3%	71.8%
Engagement (59 out of 100)		
Cultural, arts and entertainment institutions (Institutions per 100 people)	0.1	8.01
Opportunity (50 out of 100)		
Jobs per worker (Jobs per worker)	0.75	0.80
High School Graduation Rate (% of students who graduate)	88.0%	88.5%

Walkscore

Walkscore.com provides a measurement of how walkable and bikeable is a community. Using the 100 Main Street address, Valdese scored a 64 Walkscore meaning that it is somewhat walkable, and some errands can be accomplished by foot.

Valdese's Bikescore is 39 meaning it is considered somewhat bikeable with minimal bike infrastructure in place.

Visit www.walkscore.com for more information.

Summary and Recommendations

1. Retail Gap

Significant gaps are seen in furniture, appliances, electronics, home centers, hardware, nursery, garden and farm supply stores, grocery stores, specialty food stores, beer, wine and liquor, cosmetic and beauty stores, clothing, shoes, jewelry, luggage and leather goods, sporting goods, hobby, toy and game stores, bookstores, office and stationary stores, gifts, novelty and souvenir stores, used merchandise, pet and pet supplies, drinking places and full-service restaurants.

2. Retail Surplus

Retail surpluses are seen in paint and wallpaper, pharmacies, department stores and limited-service restaurants.

3. Intersection of Retail Gaps and Projected Growth

Retail recruitment is based on providing evidence of sales potential for a prospective business owner. Those categories that show significant retail potential and projected growth have the highest potential of success. Below are these categories:

<u>Category</u>	<u>Retail Gap</u>	<u>Projected Growth (2022-2027)</u>
Furniture	\$ 4,204,851	\$ 344,380
Electronics	\$ 4,619,165	\$ 389,346
Home Centers	\$11,586,918	\$2,118,952
Hardware	\$ 511,306	\$ 315,153
Groceries	\$ 3,534,276	\$4,956,046
Beer, Wine, and Liquor	\$ 2,249,064	\$ 462,206
Full-Service Restaurants	\$ 6,874,477	\$1,413,793

4. Walkability and Bikeability

The Valdese Walkscore of 64 is above average. Concerning bikeability, Valdese scores below average. You will want to work with the local NCDOT division to incorporate bike lanes into their streets in downtown as well as those controlled by the Town of Valdese.

According to a study by real estate advising company Robert Charles Lesser & Co., homebuyers are increasingly looking for green space and trail systems for walking, running, and biking. In fact, green space and trail systems were the No. 1 and No. 2 desirable community features in this [referenced article - New Home Source](#).

Note that in addition to the walking and biking trail amenities, the #3 amenity that new homeowners want is “Main Street village centers with retail services and cafes for gathering and socializing.”

Downtown Valdese fits the #3 desired community amenity and will want to see ways to

increase walkability and biking options to meet consumer demands.

5. Downtown Development Resources

Hilary Greenberg of Greenberg Development Services is completing a business recruitment manual for the Main Street and Rural Planning Center. It is recommended to access this document when it is available. Also, former Main Street Manager Diane Young created the Downtown Directors' Guide to Working with Development Projects-- <https://www.ncmainstreetandplanning.com/economic-vitality>-- an invaluable resource for downtown revitalization. This is also recommended.

There is additional Claritas retail data and the U.S. Census Quickfacts report to support your retail recruitment efforts.

If you have any questions concerning the above information, please contact ARC Community Economic Development Planner Kyle Case at 984-275-5209 or kyle.case@commerce.nc.gov

Sources: Claritas Retail Data

<http://doc.arcgis.com/en/esri-demographics/data/tapestry-segmentation>

Livabilityindex.aarp.org

Burke County map—Glen Locascio, NC Department of Commerce

VALDESE FIRE DEPARTMENT

M. Truman Walton
Fire Chief / Safety Director
Post Office Box 339
121 Faet Street SW
Valdese, North Carolina 28690



Serving The Community With Pride,
Integrity And Courage.

Telephone: (828) 879-2103
Fax: (828) 879-2106

TO: Seth Eckard, Town Manager
Valdese Town Council

FROM: Truman Walton, Fire Chief

DATE: June 15, 2023

REF: Automatic Aid Contract with Triple Community Fire Department (TCFD)

In years past the Town has paid TCFD for an automatic aid contract to cover The Settings development because it is located farther than five miles from Valdese FD. The contract is now being rewritten so that no money changes hands and TCFD still responds as automatic aid to the Settings. Instead, of paying TCFD, Valdese FD will exchange services with TCFD by responding as automatic aid to a larger section of their district.

This will benefit both departments by providing more personnel and apparatus to reported structure fires in both districts. Both departments have seen a reduction in volunteer response over the last several years, so pooling resources and staff from both departments would be mutually beneficial to the departments and to their respective communities.

Thank you.

**STATE OF NORTH CAROLINA
COUNTY OF BURKE**

**AGREEMENT FOR AUTOMATIC
AID FOR FIRE PROTECTION**

This Agreement for Automatic Aid for Fire Protection (hereinafter “Agreement”) is made as of the ____ day of _____, 2023, by and between the **Town of Valdese**, a body politic and corporate of the State of North Carolina (hereinafter the “Town”), and **Triple Community Fire Department**, a rural fire department of Burke County, North Carolina (hereinafter “Triple Community”) (the Town and Triple Community are hereinafter sometimes referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the General Assembly of North Carolina has enacted legislation authorizing automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send personnel and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, it is deemed to be in the public interest for the Town and Triple Community to enter into the Agreement in order to increase fire defenses, to assure proper fire control, and to provide reserves needed to assure the community of adequate protection; and

WHEREAS, this Agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan for a standard of cover in the Town of Valdese for that area bounded in yellow as shown on the attached EXHIBIT “A” prepared by M. Truman Walton, June 8, 2023, said area including the Settings Subdivision (Hereinafter the “Town Territory”) and cover in Triple Community for that area bounded in red as show on attached EXHIBIT “B” prepared by M. Truman Walton, June 7, 2023, said area including all of Triple Community’s fire district that is west of Drexel Rd and south of the Catawba River (hereinafter the “Triple Community Territory”), as agreed upon in dispatch protocol with said aid being provided 24 hours a day, 365 days a year.

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. TERM.

The Term of this Agreement shall be for a period of one (1) year commencing on the date first written above; provided, however, that this Agreement will then automatically renew from year-to-year unless terminated as hereinafter provided.

2. RESPONSIBILITY FOR ENGAGING AUTOMATIC AID PROCESS.

A. Upon notification that an emergency is occurring and aid is needed in connection with a residential structure fire in the Town Territory or the Triple Community Territory, the Burke County 911 Communications Center (hereinafter the “Communications Center”) will simultaneously dispatch the Town and Triple Community Fire Departments.

B. Upon being dispatched by the Communications Center, the Town and Triple Community shall each respond with the following resources:

- i. If dispatched to the Town Territory, the Town will respond with all available resources and Triple Community will respond with one (1) engine capable of carrying a minimum of 500 gallons of water with a pump capacity of 1000 gallons per minute, a minimum of one (1) driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire, one (1) tanker capable of carrying a minimum of 1000 gallons of water with a pump capacity of 500 gallons per minute, and (1) driver/operator and one additional personnel in support of automatic aid to designated areas for water supply.
- ii. If dispatched to the Triple Community Territory, Triple Community shall respond with all available resources and the Town shall respond with one (1) engine capable of carrying a minimum of 500 gallons of water, with a pump capacity of 1000 gallons per minute, a minimum of one (1)

driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire.

3. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

- A. Triple Community shall assume all liability and responsibility for any injuries incurred by Triple Community personnel, damage to its own apparatus and/or equipment and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.
- B. The Town shall assume all liability and responsibility for any injuries incurred by Town personnel, damage to its own apparatus and/or equipment, and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.
- C. The Town and Triple Community shall assume all costs of salaries, wages, bonuses or other compensation for their own personnel that respond for duty under the terms of the Agreement and all costs associated with their apparatus, equipment, and tools used specifically in response to the request for aid.
- D. The Town and Triple Community shall operate under the National Incident Management System (NIMS) incorporating the Incident Management System (ICS) during emergency operations.
 - i. The department to arrive first shall initiate command along with size up and situation awareness to direct the level of continued response to the incident or the need for an additional alarm.
 - ii. A unified command shall be established with oversight by the Town's Officer-In-Charge (OIC) for all incidents in the Town's Territory and with oversight by Triple Community's OIC for all incidents in the Triple Community Territory.
 - iii. Sustained firefighting operations including fire suppression, engagement in search and rescue, forcible entry, ventilation, and preservation of property; accountability of personnel; deployment of a dedicated rapid intervention crew (RIC); and

provision of support activities for those situations that are beyond the capability of the initial attack/first alarm assignment; and calling for additional personnel and equipment as necessary.

E. The Town and Triple Community shall maintain a standardized records management system by utilizing the National Fire Incident Reporting System (NFIRS) to track and collect specific information on each incident.

F. The Town and Triple Community shall have common mobile and portable communication capability on the NC Viper Network to conduct fire ground incident communications.

4. 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 Town and Triple Community

5. 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 a written notice of such breach from the non-breaching party or without cause upon sixty (60) days written notice to the other party.

6. 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.

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 supersedes and replaces the Agreement for Automatic Aid for Fire Protection between the Town and Triple Community dated November 1, 2018.

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

THE TOWN OF VALDESE

A North Carolina Municipal Corporation

ATTEST:

Mayor

(SEAL)

Jessica Lail, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, _____, a Notary Public of said county and state, certify that Jessica Lail personally came before me this day and acknowledged that she is the 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, Charles Watts, sealed with its corporate seal and attested by her as its Town Clerk.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2023.

Notary Public

Print Name: _____

My Commission expires: _____

NOTARY SEAL

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

TRIPLE COMMUNITY FIRE DEPARTMENT

Fire Chief

Chairman of the Board of Directors

STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, _____, a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Fire Chief for Triple Community Fire Department and that by authority duly given and as the act of Triple Community Fire Department, the foregoing instrument was signed in its name and by him as Fire Chief.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2023.

Notary Public

Print Name: _____

My Commission expires: _____

NOTARY SEAL

STATE OF NORTH CAROLINA
COUNTY OF BURKE

I, _____, a Notary Public of said county and state, certify that _____ personally came before me this day and acknowledged that he is the Chairman of the Board of Directors for Triple Community Fire Department and that by authority duly given and as the act of Triple Community Fire Department, the foregoing instrument was signed in its name and by him as Chairman of the Board of Directors.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2023.

Notary Public

Print Name: _____

My Commission expires: _____

NOTARY SEAL

Exhibit A: Triple to Valdese Map

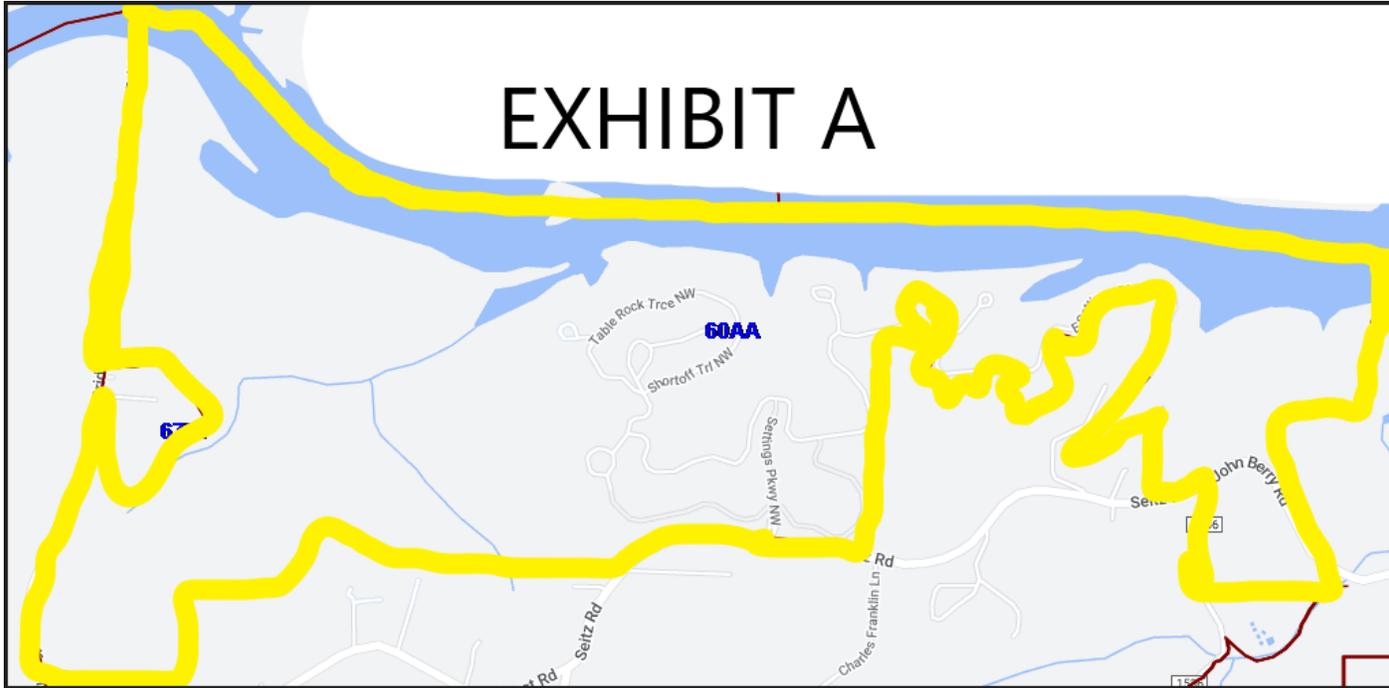
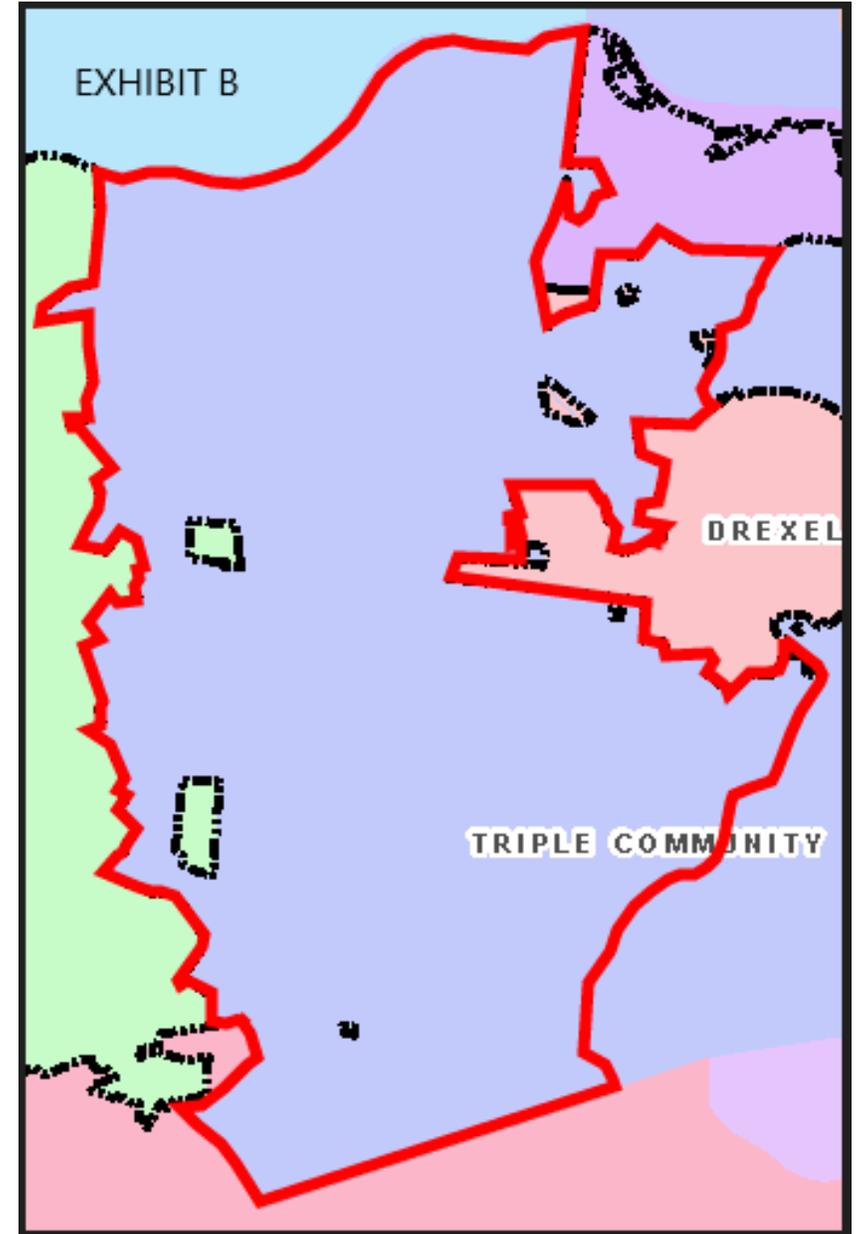


Exhibit B: Valdese to Triple Map



COUNCIL AGENDA MEMO

To: Town Council
From: Bo D. Weichel, Assistant Town Manager
Date: July 10, 2023
Re: FY 23-24 Street Improvements

REQUEST

To award the Engineering Services contract with McGill Associates.

BACKGROUND

Included with the adopted FY23-24 budget is \$500,000 dedicated to street improvements and paving. From this amount would be the cost of engineering services to ensure professional assistance from industry experts in the planning, design, bidding, and construction phases.

ANALYSIS

Town staff consulted with multiple engineering firms who provide this type of service. Based on knowledge of the Town and scope of services required, staff asked McGill Associates to submit a contract proposal. This contract serves to plan, prepare opinions of probable cost, prepare bidding and construction documents, and provide construction administration services through project completion and closeout documentation.

The cost of the contract will be \$45,100.

The remaining amount of the \$500,000 budget will be used to pay for construction of the street improvements and a small amount toward material testing/verification for compliance.

RECOMMENDATION

Staff recommends for Council to approve the contract with McGill Associates.

June 30, 2023

Mr. Seth Eckard, Manager
Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

RE: Engineering Services
2023 Paving Projects

Dear Mr. Eckard,

In response to your request, McGill Associates (McGill) is pleased to provide Engineering services required to assist in the Town of Valdese's (Town) 2023 Paving Projects. McGill will serve as an extension of the Town's Staff help plan, prepare opinions of probable cost, prepare bidding and construction documents, and provide construction administration services through project completion and closeout documentation.

Therefore, we are pleased to provide you with this Proposal for Consulting Services for the subject project.

The anticipated **Scope of Services** for the project is as follows:

Planning and Design Phase

1. Consult with the Town to fully determine the Town's requirements for the project and to discuss approvals and other preliminary matters.
2. Coordinate and conduct initial coordination meeting with the Town as needed to establish communication lines, meet with project team members, define project schedules and gather initial data and information from the Town.
3. Field verify previous determinations for proposed street improvements with Town staff, marking areas for work to be accomplished.
4. Utilizing GIS information, prepare a plan of the proposed improvements for the various work elements, delineating the general location of each, showing their relationship.
5. Review the preliminary plan with Town for concurrence and acceptance.
6. Prepare complete bid documents, contract documents, technical specifications, and construction drawings to detail the character and scope of the work.
7. Review design documents with the Town for comments and approval prior to bidding.
8. Perform an internal quality control and constructability review of the project.
9. Furnish up to two (2) hard copies of the final design documents to the Town.

Bidding and Award Phase

1. Assist the Town in soliciting, receiving, opening and evaluating informal bids.

2. Consult with and advise the Town as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
3. Assist the Town in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

Construction Phase

1. Schedule a Pre-Construction Conference with the Town, Contractor, McGill and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.
2. Provide General Administration of Construction Contract. Consult with Town and act as Town's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of McGill as assigned in the General Conditions shall not be modified, except as McGill may otherwise agree in writing. All of Town's instructions to Contractor will be issued through McGill, which shall have authority to act on behalf of Town in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. McGill shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. McGill shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
3. Provide a Construction Field Representative (CFR) to periodically observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the Town informed of the progress of the work, and endeavor to guard the Town against defects and deficiencies in the work of the Contractor.
4. The total construction contract time is assumed to be two (2) months. As part of this contract, field observation will be provided by a CFR on a part-time basis during active work. Additional CFR time or construction services will involve an increase in the payments to McGILL as Additional Services to this Agreement.
5. The purpose of McGill's visits and the representation by the Construction Field Representative, (CFR) at the Site, will be to enable McGill to better carry out the duties and responsibilities assigned to and undertaken by McGill during the Construction Phase, and, in addition, by the exercise of McGill's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Based on McGill's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
7. Assist the Town in the selection and coordination of an independent geotechnical and materials testing laboratory, if required, to be provided at the Town's expense.

8. Review and take action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design Review of Shop Drawings and Samples identified as frivolous in the General Conditions of the construction contract documents, or review of substitute materials as defined in the same, shall be deemed as Additional Services.
9. Issue instructions to the Contractor from the Town as to interpretations and clarifications to the project design plans, specifications and contract documents.
10. Prepare information required to resolve problems due to actual field conditions and to respond to Requests for Information (RFI) from the Contractor.
11. Recommend to Town that Contractor's Work be rejected while it is in progress if, on the basis of McGill's observations, McGill believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
12. Recommend Change Orders and Work Change Directives to Town, as appropriate, and prepare Change Orders and Work Change Directives as required.
13. Review the Contractor's final application for payment and make recommendation as to approval once all issues with the project final observation site visit have been completed and resolved.
14. In company with Town's representatives, conduct a final observation site visit to determine if the Project has been completed in accordance with the Contract Documents and if the Contractor has fulfilled all of his obligations thereunder so that McGill may approve to the Town final payment to the Contractor.
15. Provide or make available all Project files and information to effect project closeout.

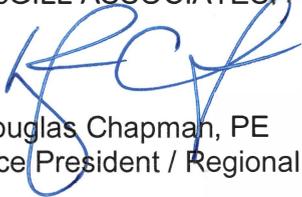
BASIS OF COMPENSATION

McGill Associates proposes to provide the proposed scope of services for the following Lump Sum Amount of **\$45,100.00**.

We appreciate the opportunity to provide this proposal and look forward to assisting the Town of Valdese with this important effort. We are prepared to begin work immediately upon your authorization and complete the planning and design phases of work by July 31, and to transition to the bidding phase immediately following.

If this proposal is acceptable to the Town, please execute below and return one (1) digital copy for our records.

Sincerely,
McGILL ASSOCIATES, P.A.



Douglas Chapman, PE
Vice President / Regional Manager

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

ACCEPTED:

Seth Eckard

Town Manager
TITLE

DATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2023 by Finance Officer, _____, Town of Valdese, North Carolina.

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 2023 by and between the Town of Valdese hereinafter called the Client, and McGill Associates, P.A.;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,

Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,

Whereas, McGill Associates desires to provided said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Exhibit "Scope of Services" to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Exhibit "Basis for Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said thirty (30) days at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay McGill Associates' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. McGill Associates shall not be bound by any provision such as contained in a purchase order or wherein McGill Associates waives any rights to a mechanic's lien or any provision conditioning McGill Associates' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that McGill Associates shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days of receipt of the invoice shall constitute a release of McGill Associates from any and all claims of negligence which Client may have. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, McGill Associates may do so at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination,

Client: Town of Valdese
Authorized Signature:

Print Name: Seth Eckard
Town Manager
102 Massel Avenue SW
Valdese, North Carolina 28690

McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not to exceed \$50,000. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims to the extent permitted by law and not inconsistent with G.S. 22B-1, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

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

17. Attachments to this document:

- 1. Proposal including Scope of Services and Basis of Compensation
- 2. Fee Schedule

McGill Associates, P.A.

Print Name: Douglas Chapman, PE
Vice President / Regional Manager
1240 19th Street Lane, NW
Hickory, North Carolina 28601

STANDARD HOURLY RATE AND FEE SCHEDULE

January 2023

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$270			
Principal – Regional Manager – Director	\$230	\$235	\$250	\$260
Practice Area Lead	\$200	\$215	\$230	\$240
Senior Project Manager	\$210	\$225	\$230	\$235
Project Manager	\$180	\$195	\$200	\$205
Project Engineer	\$140	\$150	\$165	\$175
Engineering Associate	\$120	\$125	\$130	\$135
Planner- Consultant – Designer	\$125	\$140	\$160	\$175
Engineering Technician	\$115	\$125	\$135	\$145
CAD Operator – GIS Analyst	\$90	\$100	\$110	\$115
Construction Services Manager	\$150	\$160	\$175	\$195
Construction Administrator	\$110	\$125	\$135	\$145
Financial Services Manager	\$135	\$145	\$155	\$165
Grant Administrator	\$120	\$135	\$145	\$155
Construction Field Representative	\$95	\$110	\$115	\$125
Environmental Specialist	\$95	\$105	\$110	\$115
Administrative Assistant	\$80	\$85	\$95	\$110

EXPENSES

- a. Mileage - \$0.70/mile
 - b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
 - c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.
2. **ASSOCIATED SERVICES** -
- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.

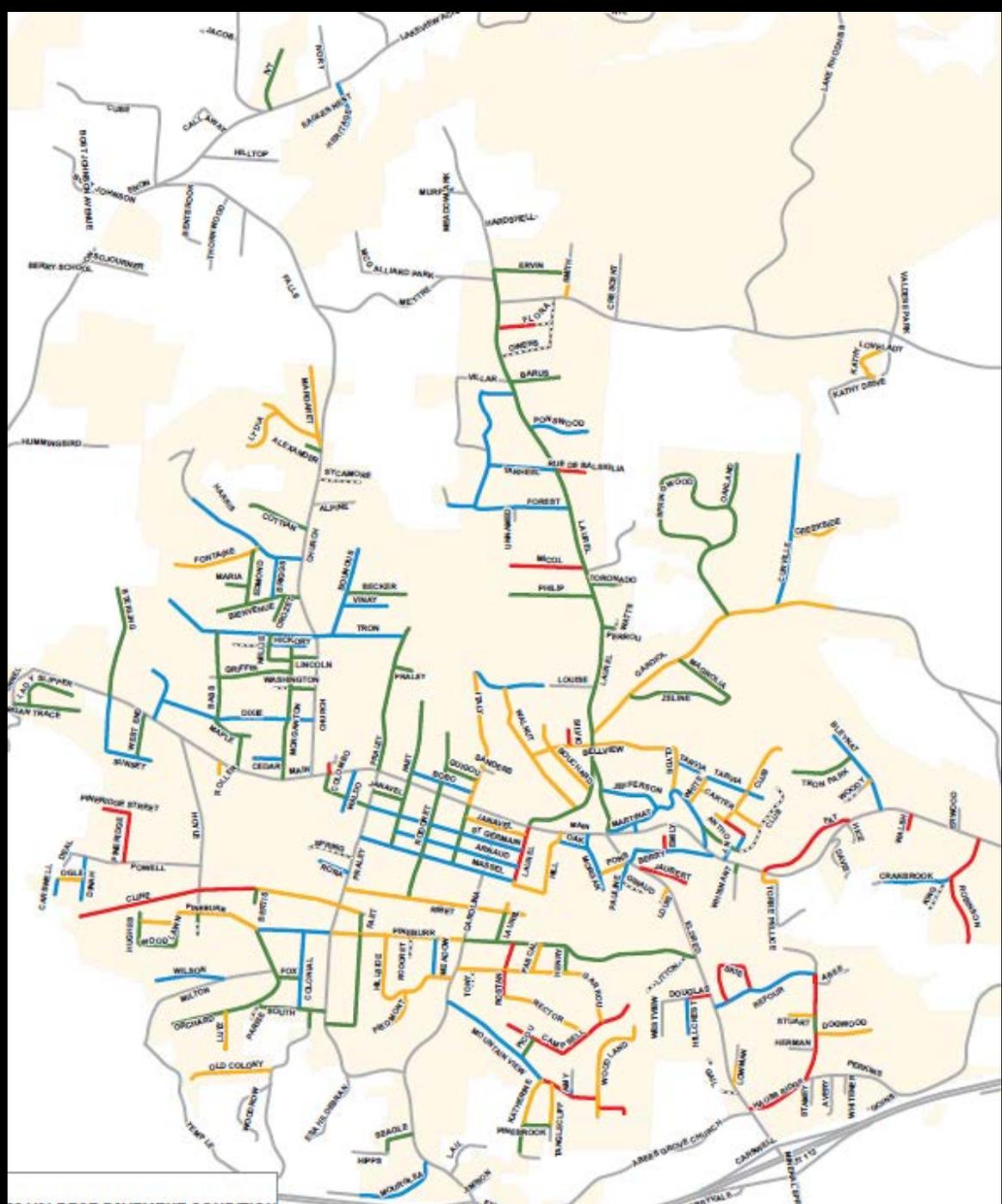
Town of Valdese

Street Paving

Street study color coded by condition

2022 VALDESE PAVEMENT CONDITION PAVEMENT CONDITION INDEX (PCI)

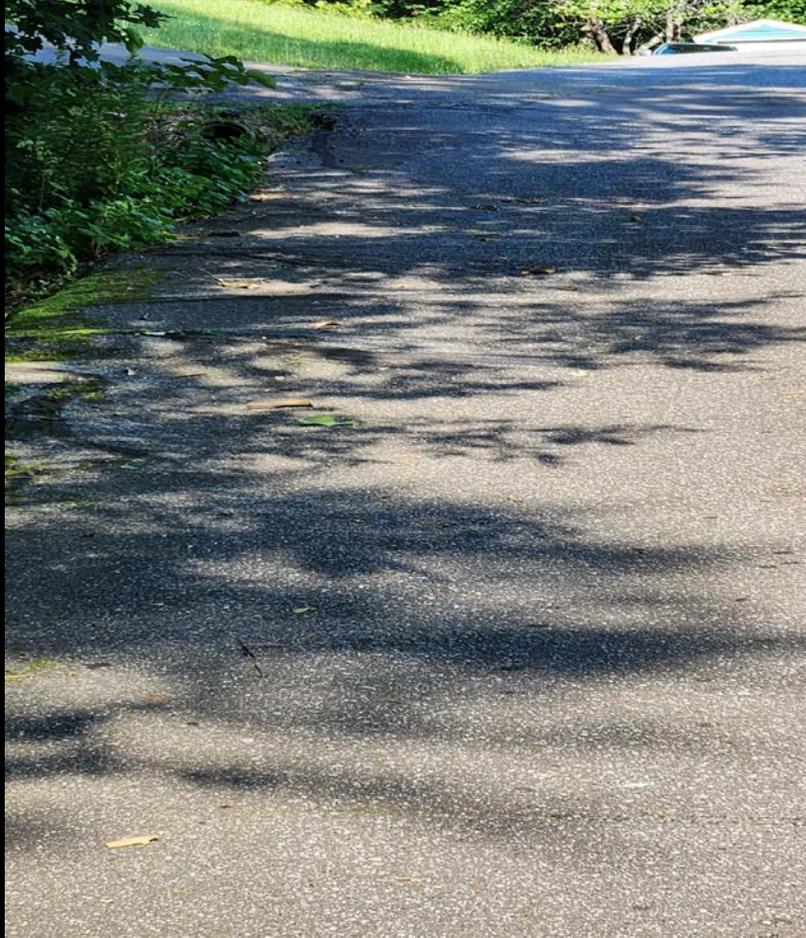
- PCI 0 - 39
- PCI 40 - 69
- PCI 70 - 84.5
- PCI 85 - 100
- TOWN OWNED GRAVEL
- OTHER ROADWAYS
- TOWN LIMITS



Walsh St



Skie Circle



Hauss Ridge



Hauss Ridge to Eldred



Laurel St SE



Colombo St SW



Rostan St



Rostan St SE



Flora Lane NE



Micol Ave NE

