

# AGENDA

Town of Valdese  
Town Council Meeting  
Monday, May 1, 2017

Meeting Time: 6:00 p.m.

Location: Valdese Town Hall  
102 Massel Avenue, SW

- I. Call Meeting to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Informational Items:
  - A. Communication Notes
- V. Open Forum/Public Comment
- VI. **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 VII.
  - A. Approval of Minutes – April 3, 2017 Regular and Closed Session and April 24, 2017 Public Hearings and Budget Workshop
  - B. Resolution Supporting Federal Community & Economic Development Programs
- VII. Item(s) Removed from Consent Agenda
- VIII. New Business:
  - A. Proclamation – Mental Health Month
  - B. Introduction of New Employee
  - C. Agreement with Republic Services for Solid Waste Collection
  - D. Declaration of Covenants and Restrictions (Conservation Agreement) for McGalliard Falls Property
  - E. Budget Amendments
- IX. Mayor and Council Comments
- X. Manager's Report:
  - A. Family Friday Nights begin May 5, 2017 and continue through September 29, 2017, 7:00 p.m. - 10:00 p.m.
  - B. Valdese Farmers Market begins Friday, May 19, 2017 through Friday, September 29: Wednesdays - 9:00 a.m. – noon; and Fridays - 11:00 a.m. – 4:00 p.m.
  - C. Granville Morrow Memorial Fun Fishing Day at McGalliard Falls Park on Saturday, May 20, 2017, 9:00 a.m. – 1:00 p.m. (NOTE: Rain Date – June 3)
  - D. Town Offices Closed on Monday, May 29, 2017, in Observance of Memorial Day
- XI. Adjournment

## COMMUNICATION NOTES

**To:** Mayor Black  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** April 28, 2017

**Subject:** Monday, May 1, 2017 Council Meeting

VI. Consent Agenda:

- A. Approval of Minutes – April 3, 2017 Regular and Closed Session and April 24, 2017 Public Hearings and Budget Workshop**
- B. Resolution Supporting Federal Community & Economic Development Programs**

Enclosed in your packet is a Resolution proposed by the Western Piedmont Council of Governments supporting the Federal Community and Economic Development Programs.

VIII. New Business:

- A. Proclamation – Mental Health Month**

Enclosed in your agenda packet is a Proclamation for Mental Health Month. Mayor Black will present the Proclamation to Lisa Moore, Burke County Health Education Supervisor/Health Promotion Coordinator.

- B. Introduction of New Employee**

Treatment Plant Superintendent Greg Padgett will introduce the Town's new coworker, Andrew Evans, Treatment Plant Operator, Wastewater Department.

- C. Agreement with Republic Services for Solid Waste Collection**

Public Works Director Bryan Duckworth proposed a Solid Waste Collection Agreement with Republic Services at the Annual Budget Retreat. Enclosed in your agenda packet is the proposed agreement.

**Requested Action:** Staff recommends that Council approve the agreement with Republic Services as presented.

- D. Declaration of Covenants and Restrictions (Conservation Agreement) for McGalliard Falls Property**

Enclosed in your agenda packet is a Declaration of Covenants and Restrictions (Conservation Agreement) for McGalliard Falls Property. The agreement will protect streams and creeks throughout the property with a 50 foot buffer.

**Requested Action:** Staff recommends that Council approve the agreement as presented.

**E. Budget Amendments**

Enclosed in your agenda packet are three Budget Amendments prepared by Finance Director Jerry LaMaster and he will be at the meeting to present the amendments.

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

**TOWN OF VALDESE  
TOWN COUNCIL MEETING  
APRIL 3, 2017**

The Town of Valdese Town Council met on Monday, April 3, 2017, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman Gary L. Delp, and Councilman Roy F. Sweezy. Also present were Town Manager Seth Eckard, Town Attorney Marc Mitchell, Deputy Town Clerk Thelda B. Rhoney, and various department heads.

Absent: None.

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

**JIM JACUMIN, TRAIL OF FAITH** Mr. Jacumin mentioned his family's accomplishments to make the town better. He said there are approximately 25 Artist in the Heritage Center which had been open 16 years at a cost of \$192,000. He requested that the Town sponsor the Trail of Faith Fireworks at a cost of \$5,000 on July 4. He said the singing on Friday night started out from 7:00 p.m. – 9:00 p.m., which changed to 10:00 o'clock versus 9:00 o'clock. He asked for consideration to start the music earlier so they could end at 9:00 p.m. They would like to add a roof over the plaza or sails over the seating as an improvement. He invited everyone to Sunrise Service on Easter Sunday, 6:45 a.m., at the Plaza. They are changing all Christmas Lighting at the Trail of Faith to LED and approximately 8,000 people came to see the lights. This year is the 500<sup>th</sup> Anniversary of the Reformation of the folks who settled the Town and mid May they will have the tour guide automation set up and he invited everyone to stop by.

Mayor Black thanked Mr. Jacumin and said staff would get back with him on the issues.

**100<sup>TH</sup> BIRTHDAY PROCLAMATION** Mayor Black read the following proclamation into the record:

**PROCLAMATION  
ANNA REFOUR THORNBURG  
April 6, 2017**

Whereas: Anna Refour Thornburg will be honored by friends and relatives on the celebration of her 100<sup>th</sup> birthday on Thursday, April 6, 2017; and,

Whereas: Anna Refour Thornburg is a lifelong resident of Valdese, North Carolina.

Therefore: The Mayor, Members of Town Council, and staff of the Town of Valdese, on the celebration of the 100<sup>th</sup> birthday of Anna Refour Thornburg, do hereby proclaim April 6, 2017 as Anna Refour Thornburg Day in Valdese.

Proclaimed this the 3<sup>rd</sup> day of April, 2017.

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

/s/ Councilman Keith Ogle

/s/ Councilwoman Frances Hildebran

/s/ Councilwoman Susan Stevenson

/s/ Councilman Gary Delp

/s/ Councilman Roy Sweezy

/s/ Town Manager Seth Eckard

**CONSENT AGENDA:** (enacted by one motion)

**APPROVED MINUTES – MARCH 6, 2017 REGULAR MEETING AND MARCH 20, 2016 ANNUAL BUDGET RETREAT**

**SPRING LITTER SWEEP, APRIL 15-29, 2017** The Town would participate in Spring Litter Sweep.

**ADOPTED WATERLINE BREAK STANDARD OPERATING PROCEDURES**

*Town of Valdese*

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**Water Breaks  
Standard Operating Procedures**

| <u>Pre Plan</u>  | <u>Initials</u> |
|--|-----------------|
| 1. Work Order Created – Number _____   | _____           |
| 2. Location Request Called and Locate Number on Job Site _____                     | _____           |
| 3. Internal Locate of Towns Facilities   | _____           |
| 4. Map Verification and Valves accessible  | _____           |
| 5. Verify parts availability   | _____           |
| 6. Verify availability of correct PPE's  | _____           |
| <u>Work Plan</u>   |                 |
| 1. Set up Work Zone and Traffic Control  | _____           |
| 2. Assign a competent person and a backup competent person to the work site        | _____           |
| 3. List all material used  | _____           |
| 4. A detailed Description of the repair listing the type and size of line repair   | _____           |
| 5. Site Rehab – Patch (add to list) Seed (if needed)                               | _____           |
| <u>Line Shut Down Procedures</u>   |                 |
| 1. Call Customer Service, Fire Department, and Director                            | _____           |
| 2. Call Industry – and / or issue Code Red to effected Industry                    | _____           |
| 3. Issue Code Red Message indicating Boil Water Advisory to all effected customers | _____           |
| 4. Flush until clear and Chlorine residual in present                              | _____           |
| 5. Take clear sample to water plant for testing                                    | _____           |
| 6. Send all clear notice resending boil water advisory                             | _____           |

Adopted this 3<sup>rd</sup> day of April, 2017.

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

**APPROVED BEER AND WINE REQUESTS FROM AMERICAN LEGION POST 234, WALDENSIAN HERITAGE WINES AND WALDENSIAN STYLE WINES**

American Legion Post 234 – sell beer and malt beverages at the Beer Garden, 101 W Main Street, Wells Fargo Parking Lot on the following dates/times: Independence Day Celebration, June 30, 2017, 5:30 – 10:30 p.m.; Waldensian Festival, Friday August 11, 2017, 5:30 – 10:30 p.m.; and Saturday, August 12, 2017, 11:30 a.m. – 10:30 p.m.

Waldensian Heritage Wines – sell wine on the following dates/times in the Town parking lot: Independence Day Celebration, June 30, 2017, 5:00 – 11:00 p.m.; Waldensian Festival, Friday August 11, 2017, 5:00 – 11:00 p.m.; and Saturday, August 12, 2017, Noon – 11:00 p.m.

Waldensian Style Wines - sell wine on the following dates/times in the Town parking lot: Independence Day Celebration, June 30, 2017, 5:00 – 11:00 p.m.; Waldensian Festival, Friday August 11, 2017, 5:00 – 11:00 p.m.; and Saturday, August 12, 2017, Noon – 11:00 p.m.

**APPROVED DATE AND TIME FOR CDBG FIRST PUBLIC HEARING ON MONDAY, APRIL 24, 2017, 5:30 P.M., VALDESE TOWN HALL**

**APPROVED DATE AND TIME FOR PUBLIC HEARING FOR PARKS AND RECREATION TRUST FUND GRANT APPLICATION ON MONDAY, APRIL 24, 2017, 5:30 P.M., VALDESE TOWN HALL**

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA** None

**AUTHORIZING RESOLUTION APPLICATION FOR FUNDING FROM NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A DRINKING WATER IMPROVEMENT PROJECT** Town Manager Seth Eckard presented the following Resolution authorizing resolution application for funding from NC DEQ Division of Water Infrastructure for a Drinking Water Improvement Project for a loan or grant for a Meter Replacement Project 2018 (AMI). The Town

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could possibly obtain a 25 percent grant (up to \$525,000) on a \$2.1 million Meter Replacement Project or a 100 percent loan.

**TOWN OF VALDESE  
AUTHORIZING RESOLUTION  
APPLICATION FOR FUNDING FROM  
NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A  
DRINKING WATER IMPROVEMENT PROEJCT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater or drinking water system improvements, and

WHEREAS, The Town of Valdese has need for and intends to construct a drinking water system project described as the Meter Replacement Project 2018 (AMI);and

WHEREAS, The Town of Valdese intends to request State and/or Federal (loan, forgivable principal or grant) funding assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE VALDESE TOWN COUNCIL:

That Town of Valdese, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State and/or Federal (loan or grant) Federal award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Seth Eckard, Town Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3<sup>rd</sup> day of April, 2017 at Valdese, North Carolina.

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

**AUTHORIZING RESOLUTION APPLICATION FOR FUNDING FROM NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR WASTEWATER PLANT IMPROVEMENTS PROJECT** Town Manager Seth Eckard

presented the following Resolution application for funding from NC DEQ Division of Water Infrastructure for a loan or grant for a Wastewater Plant Improvements CIP Project 2018 for WWTP Improvements for the Backdrive Centrifuge estimated at \$300,000 for construction alone.

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**APPLICATION FOR FUNDING FROM  
NC DEQ DIVISION OF WATER INFRASTRUCTURE FOR A  
WASTEWATER PLANT IMPROVEMENTS**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater or drinking water system improvements, and

WHEREAS, The Town of Valdese has need for and intends to construct a wastewater system project described as the Wastewater Plant Improvement Project 2018, and

WHEREAS, The Town of Valdese intends to request State and/or Federal (loan, forgivable principal or grant) funding assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE VALDESE TOWN COUNCIL:

That Town of Valdese, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State and/or Federal (loan or grant) Federal award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the (unit of government) to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Seth Eckard, Town Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 3<sup>rd</sup> day of April, 2017 at Valdese, North Carolina.

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

Councilwoman Stevenson made a motion to approve the aforementioned Resolution, seconded by Councilman Sweezy. The vote was unanimous.

**AWARD OF BID FOR MAIN STREET PARKING ADDITION PROJECT** Public Works Director Bryan Duckworth recommended the lowest bid for the Main Street Parking Addition Project to Midstate Contractors, Inc., Hickory, in the amount of \$18,180. This project would add parking to the downtown and improve safety. (Other bids: J. T. Russel & Sons, Inc., Conover - \$21,000 and Evans Construction Co., Inc., Connelly Springs - \$21,545.) He said there may be some unknown costs with this project as a power pole may need to be relocated.

Mr. Eckard said \$36,500 (following Budget Amendment 20) was budgeted for the parking addition project and the stamped street crossing and the parking addition project bids came in lower than budgeted which may cover the cost of the power pole issue.



Councilman Ogle made a motion to award the bid for the Main Street Parking Addition Project to Midstate Contractors in the amount of \$18,180, seconded by Councilwoman Stevenson. The vote was unanimous.

**APPROVAL OF ADDENDUM TO AGREEMENT WITH METERSYS FOR ADVANCED METERING PROCUREMENT SERVICES**

Mr. Eckard said the Addendum to Agreement with MeterSYS for Advanced Metering Procurement Services was in the amount of \$14,850. Council approved an agreement with MeterSYS at its January 9, 2017 meeting. Mr. Andy Honeycutt presented a proposed Meter Replacement Program at the March 20 Annual Budget Retreat and Council recommended that Mr. Honeycutt provide an agreement to begin work on the \$2.1 million meter replacement project that will take two years to complete. The Addendum to the Agreement would allow MeterSYS to evaluate and select metering technology in support of operations, finance and customer service.

After a brief discussion, Councilman Ogle made a motion to approve the aforementioned addendum with MeterSYS, seconded by Councilman Delp. The vote was unanimous.

**BUDGET AMENDMENTS** Finance Director Jerry LaMaster presented the following three budget amendments:

**BUDGET AMENDMENT NO. 18 - W&S CONSTRUCTION TRUCK**

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1. To amend the Utility Fund, the expenditures are to be changed as follows:

| <u>Acct. No.</u>           | <u>Debit</u>    | <u>Credit</u> |
|----------------------------|-----------------|---------------|
| 30.8120.741 Capital Outlay | <u>14,000</u>   |               |
| Total                      | <u>\$14,000</u> | <u>\$ 0</u>   |

This will result in a net increase of \$14,000 in the expenditures of the Utility Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

|                                    |             |                 |
|------------------------------------|-------------|-----------------|
| 30.3810.080 Connelly Springs Maint |             | <u>14,000</u>   |
| Total                              | <u>\$ 0</u> | <u>\$14,000</u> |

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

**BUDGET AMENDMENT NO. 19 - WIFI PROJECT**

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

| <u>Acct. No.</u>         | <u>Debit</u>    | <u>Credit</u> |
|--------------------------|-----------------|---------------|
| 10.4900.450 WiFi Project | <u>83,400</u>   |               |
| Total                    | <u>\$83,400</u> | <u>\$ 0</u>   |

This will result in a net increase of \$83,400 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

|                             |  |               |
|-----------------------------|--|---------------|
| 10.3350.001 WiFi – Donation |  | 15,000        |
| 10.3970.490 WiFi - Grants   |  | 49,000        |
| 10.3980.000 WiFi – Town     |  | <u>19,400</u> |



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Total

\$ 0\$83,400

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

### **BUDGET AMENDMENT NO. 20 - STAMPED CROSSWALKS & PARKING ADDITION**

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

| <u>Acct. No.</u>           | <u>Debit</u>    | <u>Credit</u> |
|----------------------------|-----------------|---------------|
| 10.5600.150 Maint & Repair | <u>36,500</u>   |               |
| Total                      | <u>\$36,500</u> | <u>\$ 0</u>   |

This will result in a net increase of \$36,500 in the expenditures of the General Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

|                                |             |                 |
|--------------------------------|-------------|-----------------|
| 10.3970.700 Main St Grants-CRF |             | <u>36,500</u>   |
| Total                          | <u>\$ 0</u> | <u>\$36,500</u> |

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Councilman Ogle made a motion to approve the three aforementioned Budget Amendments, seconded by Councilwoman Stevenson. The vote was unanimous.

### **MAYOR AND COUNCIL COMMENTS:**

**HOMES NEEDING REPAIR** Councilman Delp said he continues to get several calls per month regarding homes in his neighborhood that need repair. He said we may need to look at regulations for home maintenance issues.

### **MANAGER'S REPORT:**

**VALDESE TRIATHLON - SATURDAY, APRIL 8, 2017, 9:00 A.M.**

**FIRST APRIL CRAFT MARKET - SATURDAY, APRIL 8, 2017, 9:00 A.M. – 4:00 P.M., OLD ROCK SCHOOL WALDENSIAN ROOM**

**TOWN OFFICES CLOSED ON FRIDAY, APRIL 14, 2017 FOR GOOD FRIDAY**

**RIBBON CUTTING AND RECEPTION PRESENTED BY CAROLINA MANAGEMENT TEAM GIVES BACK (CMT)– VALDESE WATER PLANT, WEDNESDAY, APRIL 19, 2017, 9:30 A.M.** CMT donated \$70,000 for the flume at the Water Plant.

**PUBLIC HEARINGS AND BUDGET WORKSHOP DINNER MEETING, MONDAY, APRIL 24, 2017, 5:30 P.M., VALDESE TOWN HALL COMMUNITY ROOM**

**WPCOG ANNUAL MEETING, THURSDAY, APRIL 27, 2017, 6:00 P.M., CROWNE PLAZA, HICKORY**

**CLOSED SESSION PURSUANT TO NC GENERAL STATUTE 143-318.11 (C) (A) (3)** Mayor Black called for a Closed Session Pursuant to NC General Statute 143-318.11 (c) (a) (3) To consider and give instructions to the Town Attorney concerning the settlement of claims between the Town of Valdese and Bond Safeguard Insurance Company. Mayor Black said he did not anticipate any action after Closed Session.

At 6:24 p.m., Councilman Sweezy made a motion to enter into Closed Session Pursuant to NC General Statute 143-318.11 (c) (a) (3) To consider and give instructions to the Town Attorney concerning the settlement of claims between the Town of Valdese and Bond Safeguard Insurance Company. The motion was seconded by Councilman Delp and carried unanimously.

At 6:40 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilwoman Hildebran. The vote was unanimous.

### **ADJOURNMENT**

At 6:40 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Delp. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, April 24, 2017, 5:30 p.m., Valdese Town Hall Community Room for Public Hearings and Budget Workshop Dinner.

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Town Clerk

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Mayor

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**TOWN OF VALDESE  
TOWN COUNCIL MEETING – PUBLIC HEARINGS & BUDGET WORKSHOP  
APRIL 24, 2017**

The Town of Valdese Town Council met on Monday, April 24, 2017, at 5:30 p.m., in the Community Room at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor John F. “Chip” Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman Gary L. Delp, and Councilman Roy F. Sweezy. Also present were Town Manager Seth Eckard and Finance Director Jerry LaMaster.

Absent: None.

A quorum was present.

Others present: Sherry Long, WPCOG Assistant Executive Director, Dwayne Wilson and Chip Harvey with Dwayne Wilson Insurance & Financial Services, and HR Officer/Utility Customer Services Manager Debbie Jones.

Parks & Recreation Director Doug Knight; Beth Heile, President of Friends of the Valdese Rec; and Richard Garrison were also in attendance.

Mayor Black called the meeting to order at 5:30 p.m., and invited Members of Council to enjoy dinner catered by Myra's Catering.

**CDBG FIRST PUBLIC HEARING** Mayor Black opened the public hearing and asked if anyone wished to speak either for or against.

Ms. Sherry Long said each year North Carolina receives approximately \$45 million in Community Development Block Grant (CDBG) funding. Local governments can apply for these funds for various activities that benefit low-to-moderate income persons with severe needs. Public hearings are required to receive public comment before the City can submit a CDBG application. This first public hearing is to assist the City in the development of CDBG projects for the coming year. The two programs funded yearly with CDBG funds to North Carolina are Infrastructure and Economic Development. She offered the following brief summaries of both programs:

**INFRASTRUCTURE (CDBG-IF)** There would be approximately \$25 million available this year from the NC Department of Environmental Quality for this program. The funds can be used for water and wastewater transmission lines or improvements to water and sewer treatment facilities to serve low to moderate-income areas to correct severe health or environmental needs. Maximum grant amount based on 2016 will be \$2 million with no required match. Applications anticipated due in September 2017.

**ECONOMIC DEVELOPMENT (CDBG-ED)** The North Carolina Department of Commerce will have approximately \$15 million available in 2017 to assist local governments. The funds may be used for the construction of public utilities – road, water, sewer, gas, electric city, etc. (up to \$1 million); demolition of industrial buildings (up to \$500,000); building reuse projects (\$750,000); loans to local governments for shell buildings or industrial park development; and low interest loan funds in tandem with a bank for private industrial investment. For all categories besides the demolition grants and loans for shell building and industrial park development, the industry or business must commit to create or retain permanent full-time jobs. Of the committed job creation, persons with low to moderate income must hold 60% of the jobs and this is based on their prior 12-month household income (below 80% of median). A local match of 25% (which can be paid by the developer) is required for public facilities and demolition grants. Applications accepted on a continuous basis.

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

**SET PUBLIC HEARING DATE FOR CDBG SECOND PUBLIC HEARING**

Councilman Ogle made a motion to set the date for the Second CDBG Public Hearing for Monday, June 5, 2017, 6:00 p.m., Valdese Town Hall, seconded by Councilman Sweezy. The vote was unanimous.

At 5:45 p.m., Ms. Long left the meeting.

**PUBLIC HEARING - PARKS AND RECREATION TRUST FUND GRANT APPLICATION** Mayor Black opened the public hearing and asked if anyone wished to speak either for or against.

Parks and Recreation Director Doug Knight said the Town of Valdese had begun to seek funding for the purchase of a 302-acre parcel to become Lake Rhodhiss Park. The total cost of the project was estimated at \$1.35 million. Approximately 50 percent of this had been requested from the Clean Water Management Trust Fund, and \$400,000 had been committed by private donors. Staff would like to apply for a Parks and Recreation Trust Fund (PARTF) grant in the amount of \$ 300,000, which—if secured—would cover the remainder of the project costs. The purpose of the public hearing was to discuss the project, including any sources of matching funds, and to assess Town Council support and if Council was comfortable with the proposed application. Staff requested a formal approval of the application. He briefly reviewed a sheet with “Basic Facts and Assurances.”

There being no one else wishing to speak, Mayor Black closed the Public Hearing.

Councilman Sweezy made a motion to approve the PARTF Application submission, seconded by Councilwoman Stevenson. The vote was unanimous.

At 5:50 p.m., Mr. Knight, Ms. Heile as well as Mr. Garrison left the meeting.

**EMPLOYEE HEALTH INSURANCE UPDATE** Mr. Wilson and Mr. Harvey offered an overview of employee insurance and said there were seven high claims. Mr. Wilson said he would advise staff as soon as the quote for the renewal rate was received.

Town Manager Seth Eckard said there would be a significant increase in insurance costs and briefly discussed ways to budget for the increase.

At 6:30 p.m., Mr. Wilson, Mr. Harvey and Ms. Jones left the meeting.

**DOWNTOWN STREET LIGHTS** Council discussed the street light project and recommended delaying this project.

**DOWNTOWN REVITALIZATION GRANT PROPOSAL** Mr. Eckard said since the grant funds would not go toward the downtown street light project that perhaps a committee could be formed for downtown revitalization recommendations. He said after payment for the brick stamped pavers and removal of bump-out on Main Street that approximately \$50,000 remained of the grant.

**DOWNTOWN REVITALIZATION COMMITTEE APPOINTMENTS**

Mayor Black appointed Councilwoman Stevenson and Councilman Delp to serve on a committee with the Town Manager, Community Affairs Director, Planning Director, and Public Works Director.

**SANITATION OPTIONS** Mr. Eckard offered an update on sanitation options and said there would be an agreement on the May 1 agenda for approval.

**SPECIAL PROJECTS BUDGET** Mr. Eckard offered an update on Town projects.

**PROPOSED BUDGET AND HIGHLIGHTS - FY 17-18** Mr. Eckard and Finance Director Jerry LaMaster presented the proposed budget for FY 17-18. They reviewed the General and Utility Funds Revenues and Expenditures.

**PROPOSED RATE STRUCTURE FY 17-18** Mr. Eckard briefly reviewed the proposed rate structure which was also presented at the budget retreat.

**ADJOURNMENT** At 8:32 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Delp. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, May 1, 2017, 6:00 p.m., Valdese Town Hall.

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Town Clerk

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Mayor

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## **TOWN OF VALDESE**

### **Resolution**

### **Supporting Federal Community & Economic Development Programs**

**WHEREAS**, the Town of Valdese spends limited resources to encourage and facilitate community and economic development for the benefit of its constituents; and

**WHEREAS**, the Town of Valdese is a member of Western Piedmont Council of Governments (WPCOG), a voluntary association of local governments in Alexander, Burke, Caldwell and Catawba Counties organized in 1968; and

**WHEREAS**, the Town of Valdese partners with other local governments in the region, through the WPCOG, to support and assist community & economic development efforts throughout the region through project development, infrastructure development, workforce development, site and building preparation and readiness, and job creation; and

**WHEREAS**, the President's proposed budget eliminates and reduces important federal programs that make local community & economic development efforts possible; and

**WHEREAS**, the proposed budget eliminates the Appalachian Regional Commission (ARC), Economic Development Administration (EDA), HOME Investments Partnerships Program, Community Development Block Grant (CDBG) Program, and reduces other federal programs that provide grants to local communities for housing, community development, infrastructure and job creation; and

**WHEREAS**, the local governments in the region, through the WPCOG, obtained 128 grants for its local communities from 2012 to 2016 totaling \$52,693,750 that leveraged an additional \$137,957,792 in local and private investment (see attachment); and

**WHEREAS**, examples of those projects include infrastructure such as water, wastewater, broadband and roads, projects critical to business and industrial development and job creation, and housing projects to provide affordable housing and increase homeownership; and

**WHEREAS**, communities in our region obtained 13 ARC grants, from 2012 to 2016, totaling \$1,801,517 that funded water and sewer improvements for business expansion, and downtown Wi-Fi projects to support business development in small towns and those investments leveraged an additional \$2,747,698 in local and private investment and also assisted in the creation of 296 new jobs; and

**WHEREAS**, communities in our region obtained 3 EDA grants, from 2012 to 2016, totaling \$1,764,000 that funded the creation of a manufacturing training facility for a community college and the creation of the Carolina Textile District that supports textile industry job growth and those investments leveraged an additional \$13,140,000 in local and private investment and also assisted in the creation of 327 new jobs; and

**WHEREAS**, those grants directly improved the lives of thousands of local residents and workers including the HOME Program that provided assistance, from 2012 to 2016, to 483 first-time homebuyers totaling \$2.7 million and leveraging an additional \$43 million in private investment in housing, \$2.2 million in financing to create 507 affordable multi-family housing units through private development that created \$57.5 million investment, and \$633,200 to support the work of local Habitat for Humanity chapters; and

**WHEREAS**, communities in our region obtained 27 CDBG grants, from 2012 to 2016, totaling \$16,627,376 for infrastructure improvements and business assistance that assisted in the creation of 47 new jobs and improved or served 587 homes; and

**WHEREAS**, the EDA and ARC programs fund local efforts to develop projects and provide grant writing and administration that enabled communities to seek various state grants including Building Re-Use and Industrial Development Fund grants, from 2012 to 2016, that totaled \$6,717,634 and leveraged an additional \$76,895,421 in local and private investment and assisted in the creation of 808 new jobs.

**NOW, THEREFORE BE IT RESOLVED:**

1. That the Town of Valdese strongly supports the ARC, EDA, HOME, CDBG and other federal programs that enables local community & economic development.
2. The Town of Valdese encourages the President and members of Congress to continue the current funding levels of these programs to local communities.

**ADOPTED** this 1<sup>st</sup> day of May, 2017.

TOWN OF VALDESE

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John F. Black, Jr., Mayor

ATTEST:

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Frances M. Hildebran, Town Clerk



Office of the Mayor  
Town of Valdese  
North Carolina

# Proclamation

MENTAL HEALTH MONTH, MAY 2017

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all American's experience times of difficulty and stress in their lives; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental illnesses; and

**WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

**WHEREAS**, research also shows that by ignoring symptoms, we lose ten years in which we could intervene in order to change people's lives for the better. Intervening effectively during early stages of mental illness can save lives and change the paths of people living with mental illnesses; and

**WHEREAS**, with early and effective treatment, those individuals with mental illness can recover and lead full, productive lives; and

**WHEREAS**, mental illnesses are real and prevalent in our nation and in our community and is identified as a priority in the recent community health assessment; and

**WHEREAS**, the number of hospital ER visits, behavioral health hospital hold hours, individuals seeking mental health treatment continues to rise in Burke County, and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

**NOW, THEREFORE**, I, John F. "Chip" Black, Jr., Mayor of the Town of Valdese, North Carolina, do hereby proclaim May 2017 as Mental Health Awareness Month in Valdese, North Carolina. As the Mayor, I also call upon citizens, government agencies, public and private institutions, businesses and schools in Valdese and Burke County to recommit our community to increasing awareness and understanding of mental health and the need for appropriate and accessible services for all people with mental illnesses in its various forms and complications for daily living in wellness.

Adopted this 1<sup>st</sup> day of May, 2017.

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John F. "Chip" Black, Jr.  
Mayor



| New Employee | Title                    | Department  | Date of Hire |
|--------------|--------------------------|-------------|--------------|
| Andrew Evans | Treatment Plant Operator | Waste Water | 4/3/2017     |

|   |
|---|
| (father worked at<br>Waste Water Plant<br>early 1990s, FYI) |
|---|

**Municipal Contract**  
**Solid Waste and Recycling Collection Services**

THIS MUNICIPAL CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **Town of Valdese, North Carolina** (the "Town") and Republic Services of North Carolina, LLC, a qualified to do and actually doing business in the State of North Carolina (called "Contractor"). This document supersedes Contract dated September 27, 2016.

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):
  - ☐ Residential and Small Commercial Units
  - ☐ Municipal Facilities
  - ☐ Solid Waste and Recyclables from above locations
2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:
  - a. Exhibit A - General Specifications
  - b. Exhibit B - Insurance Requirements
  - c. Exhibit C - Contractor's Proposal/Pricing
  - d. Exhibit D - Waste Material Collection Specifications for Residential Units and Small Commercial Units
  - e. Exhibit E - Waste Material Collection Specifications for Municipal Facilities
  - f. Exhibit F - Recyclable Material Collection Specifications for Residential Units and Small Commercial Units
  - g. Exhibit G - Recyclable Material Collection Specifications for Municipal Facilities
  - h. This Instrument
  - i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from July 1, 2017 (the "Effective Date") until June 30, 2024.
5. At the mutual option of the Town and Contractor, this Contract may be extended for an additional seven (7) year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the Town and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date first written above.

WITNESSES: Town of Valdese, North Carolina

\_\_\_\_\_  
BY: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

WITNESSES: Contractor: Republic Services of North Carolina, LLC.

\_\_\_\_\_  
BY: \_\_\_\_\_,  
\_\_\_\_\_

**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

1. **DEFINITIONS**

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 **Bin** – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.4 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.5 **Container for Garbage, Rubbish & Yard Waste Collection** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.6 **Container for Recycling** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.7 **Commercial and Industrial Refuse** – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.8 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.9 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.10 **Excluded Waste** – Excluded Waste is all Bulky Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.11 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.12 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.13 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.14 Large Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Town that are not classified as a Residential Unit or Municipal Facility.

1.15 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.16 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.17 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.

1.18 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.19 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.20 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.21 Recyclable Materials – The items that are accepted at the Recycling Center(s) Material Recovery Facility.

1.22 Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately

as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than three (3) ninety-five (95) gallon containers per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the Town.

1.23 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.24 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.25 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.26 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);



(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.27 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.28 Town – Town of Valdese, North Carolina

1.29 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than \_\_\_\_ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

## 2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

(a) Exhibit DE - Waste Material Collection Specifications for Residential Units and Small Commercial Units

(b) Exhibit EF - Waste Material Collection Specifications for Municipal Facilities

(c) Exhibit EG - Recyclable Material Collection Specifications for Residential Units and Small Commercial Units

(d) Exhibit GH - Recyclable Material Collection Specifications for Municipal Facilities

2.2 Work Not Covered By Contract. The work under this Contract does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) the collection or disposal of Excluded Waste materials;
- (c) the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the Town.

2.3 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2.4 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

### 3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the Town at least two (2) weeks in advance of the commencement date for such route collection activity. Town shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes on the Town Website and others means of communication as the town may determine. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Town at least two (2) weeks in advance of the commencement date for such changes. Town shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week and recycling once per every-other-week.

3.5 Complaints. All complaints shall be made directly to the Contractor, via **Valdese Public Works**, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Town. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the Town under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The Town shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 Point of Contact. All dealing, contacts, etc., between the Contractor and the Town shall be directed by the Contractor to the Town's point of contact specified in the applicable Exhibit, and, by the Town to the Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Material Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the Town for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Town shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Small Commercial Facilities. The prices to be paid by the Town for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The Town shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the Town for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Town shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Small Commercial Facilities. The prices to be paid by the Town for the collection and disposal of Recyclable Materials from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The Town shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

(c) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the Town shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Materials.

(d) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Additional Costs and Charges.

(a) Cost Recovery Fees.

(i) Fuel Recovery Fee. Contractor may charge a Fuel Recovery Fee (the "FRF"), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF charged on each invoice (and applicable for the entire

period covered by the invoice) will be determined by cross-referencing the peak weekly-published price per gallon as reported by the U.S. Energy Information Administration “On Highway Diesel Fuel Prices” index ([www.eia.doe.gov/petroleum/gasdiesel/](http://www.eia.doe.gov/petroleum/gasdiesel/)) for the month preceding the month covered in the invoice to the Fuel Recovery Fee Table on Contractor’s website (<http://www.republicservices.com/corporate/fuel-environmental-recovery-fee.aspx>). Contractor reserves the right to adjust the manner in which the FRF is calculated (including the Fuel Recovery Fee Table).

(ii) Environmental Recovery Fee. In addition to the service and other rates charged by Republic pursuant to this Agreement, Contractor may charge an Environmental Recovery Fee (the “ERF”), which is a set percentage of the total standard monthly invoice charges (including the FRF, but excluding tax). Contractor reserves the right to adjust the manner in which the ERF is calculated (including the percentage charged on each invoice). Additional information regarding the ERF can be found at Republic’s website (<http://www.republicservices.com/corporate/fuel-environmental-recovery-fee.aspx>).

(b) Change in Law. Contractor may increase the rates for services as a result of (i) any increases in taxes, fees and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party or municipal disposal facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). Any of the foregoing cost increases shall be retroactive to the effective date of such increase or change in cost

4.4 Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “CPI”). Rates will be adjusted using the month of February trailing 12 months average CPI compared to the 12 months preceding.

4.5 Town to Act as Collector. The Town shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent. Citizens may request additional cart(s) for service of Municipal Solid Waste or Recycling and shall be billed directly to the individual resident, by the Contractor, at the Town’s current discounted rate plus the cost of the cart. These services will be collected directly from the resident by the Contractor.

4.6 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the Town. Upon further notification by the Town, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. To the extent by law, the Town shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney’s fees) resulting from the Contractor’s discontinuing service at any location at the direction of the Town.

4.7 Contractor Billings to Town. The Contractor shall bill the Town for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the Town shall pay the Contractor on or before the 15<sup>th</sup> day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not Town collects from the customer for such service. Payments not made by the Town on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half

percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the Town withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by Town.

4.8 Audit – The Town may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the Town under this Contract. Such audits shall be paid for by the Town and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the Town within ninety (90) days of any such audit request from the Town.

4.9 House Count—The Contractor and the Town shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

## 5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Town on the subject.

## 6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## 7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 Town. Town shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the Town's negligence or acts of willful misconduct or those of its contractors or agents.

## 8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Town and by the State.

## 9. FORCE MAJEURE

Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the

Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the Town shall negotiate the payment to be made to the Contractor. Further, when the Town and the Contractor reach such agreement, then the Town shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Town's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

11. EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the Town to the designated Residential Units and Municipal Facilities covered by this Agreement.

12. TITLE; EXCLUDED WASTE

12.1 Title. Title to Waste Material and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Town and the Town shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.

13. TERMINATION OF CONTRACT

13.1 Termination by the Town. In the event of a failure by Contractor to perform any material provision of this Contract, the Town shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Town may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Town so notifies Contractor in writing of such termination action. At such time, Town shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, Town, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services



provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the Town to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 Termination by Contractor. In the event of a failure by Town to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Town along with at least thirty (30) days (the “cure period”) to correct such breach. Contractor may terminate this Contract after such cure period if Town has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Town in writing of such termination action. At such time, Town shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Town to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

#### 14. CONTRACTOR’S PROPERTY

~~All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor’s property Town and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Town shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the Town, or the Town’s residents, employees, agents, suppliers, or guests. Town shall be fully responsible for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the Town, or the Town’s residents, employees, agents, suppliers, or guests.~~

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All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor’s property Town and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Town shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the Town’s negligence or willful misconduct in the use, operation or possession of the equipment by the Town, or the Town’s residents, employees, agents, suppliers, or guests.

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#### 15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the Town provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the Town’s current territorial limits. Any areas that may be annexed by the Town which contain Residential Units which the Town would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor’s pricing for such new areas.

#### 16. MISCELLANEOUS TERMS

16.1 Damage to Property. Contractor shall not be responsible for any damages to Town’s property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to Town’s pavement, curbing or other driving surfaces resulting from Contractor’s providing the services under this Contract.

16.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Material or Recyclable Materials collected pursuant to this Contract.

16.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by Town.

16.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to Town under this Contract.

16.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 Governing Law. This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

|                                  |  |
|----------------------------------|--|
| Coverage A                       | Statutory  |
| Coverage B - Employers Liability | \$1,000,000 each Bodily Injury by Accident           |
|                                  | \$1,000,000 policy limit Bodily Injury by Disease    |
|                                  | \$1,000,000 each occurrence Bodily Injury by Disease |

**Automobile Liability**

|                                 |   |
|---------------------------------|---|
| Bodily Injury/Property Damage   | \$3,000,000   |
| Combined – Single Limit         | Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers). |
| Pollution Liability Endorsement | MCS-90 endorsement for pollution liability coverage   |

**Commercial General Liability**

|                               |                               |
|-------------------------------|-------------------------------|
| Bodily Injury/Property Damage | \$2,500,000 each occurrence   |
| Combined – Single Limit       | \$5,000,000 general aggregate |

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Contractor shall furnish Town with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Town; (ii) shall show Town as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Town herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL/PRICING**

**Amount needs to be filled in by Republic per the working recycle contract and the verbal agreement  
for Sanitation Services**

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**EXHIBIT D**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS and SMALL COMMERCIAL UNITS**

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 4:00 A.M. on the designated collection day. The Town has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Town to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Town agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: 1600.
2. Number of Containers to be provided to each Residential Unit: 1.
3. Size of Containers for each Residential Unit: 96 Gallon - Rollers.
4. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 times per week.

B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

1. Name: Bryan Duckworth
2. Mailing address: PO Box 339 Valdese NC 28690
3. Telephone number: 828-879-2128
4. Email address: bduckworth@valdesenc.gov

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

1. Name: Cheryl Daye
2. Mailing address: PO Box 339 Valdese NC 28690
3. Telephone number: 828-879-2120
4. Email address: cday@valdesenc.gov

**For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**EXHIBIT E**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

- A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:
1. The opportunity to add facilities as needed in the future, both approved by Town and Contractor.
- B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:
1. **Name: Bryan Duckworth**
  2. **Mailing address: PO Box 339 Valdese NC 28690**
  3. **Telephone number: 828-879-2128**
  4. **Email address: bduckworth@valdesenc.gov**
- C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:
1. **Name: Cheryl Daye**
  2. **Mailing address: PO Box 339 Valdese NC 28690**
  3. **Telephone number: 828-879-2120**
  4. **Email address: cday@valdesenc.gov**

**For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**EXHIBIT F**  
**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS and SMALL COMMERCIAL UNITS**

- A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The Town has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Town to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Town agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.
1. Estimated number of Residential Units as of commencement of Contract term: 1600.
  2. Estimated number of Residential Units as of first anniversary of Contract term: 1625.
  3. Estimated number of Residential Units as of second anniversary of Contract term: 1650.
  4. Estimated number of Residential Units as of third anniversary of Contract term: 1675.
  5. Estimated number of Residential Units as of fourth anniversary of Contract term: 1700.
  6. Number of Recyclable Materials Containers to be provided to each Residential Unit: 1.
  7. Size of Recyclable Materials Containers for each Residential Unit: 96 Gallon Rollers.
  8. Number of Recyclable Materials Container collections each week by Contractor: every-other-week times per week.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: Bryan Duckworth  
Mailing address: PO Box 339 Valdese NC 28690  
Telephone number: 828-879-2128  
Email address: bduckworth@valdesenc.gov
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: Cheryl Daye  
Mailing address: PO Box 339 Valdese NC 28690  
Telephone number: 828-879-2120  
Email address: cday@valdesenc.gov
- D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.



**EXHIBIT G**  
**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

- A. The Contractor shall provide the Bins and Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:
1. The opportunity to add facilities as needed in the future, both approved by Town and Contractor.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: Bryan Duckworth
  2. Mailing address: PO Box 339 Valdese NC 28690
  3. Telephone number: 828-879-2128
  4. Email address: bduckworth@valdesenc.gov
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: Cheryl Daye
  2. Mailing address: PO Box 339 Valdese NC 28690
  3. Telephone number: 828-879-2120
  4. Email address: cday@valdesenc.gov
- D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Material.
- E. In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

# Memo

To: Thelda

From: Doug Knight

cc: Town Council

Date: April 21, 2017

Re: Conservation Easement Agreement for McGalliard Creek and Falls

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**The agreement attached to this memo is an agreement we are asking the Council to approve. This agreement will give us an additional 5 – 10 points on our Clean Water Grant Application, which should help put us in an even more competitive position for the Grant award. This agreement essentially protects 50' on each side of the creek and 100' on each side of the bottom of the falls.**

**DECLARATION OF COVENANTS AND RESTRICTIONS  
(Conservation Agreement)**

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**Prepared by: Marcus W.H. Mitchell, Jr., PO Drawer 69, Valdese NC 28690**

**After Recording Return to: Marc Mitchell, P.A., PO Drawer 69, Valdese NC 28690**

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**NORTH CAROLINA  
Part of REID No. 38635**

**BURKE COUNTY**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Restrictive Covenants")** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **TOWN OF VALDESE**, a North Carolina municipal corporation, with an address of P.O. Box 339, Valdese NC 28690; (**"Declarant"**). These Restrictive Covenants are enforceable by the State of North Carolina.

**RECITALS & CONSERVATION PURPOSES**

WHEREAS, Declarant is the sole owner in fee simple of that certain real property containing a total of approximately 26.41 acres more or less, as described in that deed recorded in Book 174, page 562, Burke County Registry (the **"McGalliard Falls Property"**); and

WHEREAS, **NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND**, a division of the North Carolina Department of Natural and Cultural Resources, with an address at 1651 Mail Service Center, Raleigh NC 27699-1651 (the **"Fund"**) is authorized by Chapter 143B, Article 2, Part 41 of the General Statutes of North Carolina (**"N.C.G.S."**) to acquire land and interests in land:

- for riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies and establishing a network of riparian greenways for environmental, educational, and recreational uses; and
- for the purpose of protecting and conserving surface waters and enhancing drinking water supplies, including the development of water supply reservoirs; and
- that represents the ecological diversity of North Carolina, including natural features such as riverine, montane, coastal, and geologic systems and other natural areas to ensure their

preservation and conservation for recreational, scientific, educational, cultural, and aesthetic purposes; and

- that contributes to the development of a balanced State program of historic properties; and

WHEREAS, Declarant is applying for a grant from the Fund for acquisition of a tract of land containing approximately 302 acres, which is more particularly described as Tract 2043.02 of Book 2217, page 307, Burke County Registry (REID No. 59764, PIN No. 2744445905) (the “**Lake Tract Property**”); and

WHEREAS, the Lake Tract Property adjoins the McGalliard Falls Property; and

WHEREAS, in consideration of Declarant’s application for a grant from the Fund for acquisition of the Lake Tract Property for future development as a public outdoors park, Declarant has agreed that the part of the McGalliard Falls Property located within fifty (50) feet of the centerline of McGalliard Creek and the part of the McGalliard Falls Property located within one hundred (100) feet of the bottom of the waterfall located on the McGalliard Falls Property (the “**Property**”) will be restricted in a manner that will:

- conserve, enhance, restore, and maintain natural features and resources of the Property, to provide habitat for native plants and animals, to control runoff of sediment, and to improve and maintain water quality, including providing environmental protection for surface waters of portions of McGalliard Creek; and
- establish or expand a network of riparian greenways for environmental, educational, and recreational uses; and
- conserve the ecological diversity represented by the Property for recreational, scientific, educational, cultural and aesthetic purposes; and
- protect and preserve the historically significant features of the Property, and to further the development of a balanced State program of historic properties; and

WHEREAS, Declarant and Fund recognize that the Property is to qualify as a riparian buffer, addressing the protection, including, but not limited to, cleanup and prevention of pollution, of the State’s surface waters, and the establishment of a network of riparian buffers and greenways; and

WHEREAS, Declarant and Fund further recognize that restricting use of the Property in the manner set forth herein will facilitate conservation, enhancement, and maintenance of these natural features for recreational, scientific, educational, cultural, and aesthetic purposes as well as restrict development and management of the Property for outdoor recreation and enjoyment that is available to the public; and

WHEREAS, Declarant and Fund recognize that the Property has other conservation values, including wildlife conservation, open space, and scenic values for environmental, educational, and recreation uses (hereinafter, collectively with the conservation values defined above, the “**Conservation Values**”); and

WHEREAS, the Fund requires Declarant to record these Restrictive Covenants to ensure appropriate conservation and management of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration to Declarant and to the Fund as protector of the public interests it promotes, the Declarant hereby adopts and declares the Property to be subject to the restrictions hereinafter set forth, the purposes which are to protect and preserve the Conservation Values of the Property.

## **ARTICLE I. DURATION OF RESTRICTIVE COVENANTS**

The covenants and restrictions contained in these Restrictive Covenants shall be permanent and perpetual, shall run with the land and shall be binding upon Declarant and its successors and assigns as owner of the Property, and all those claiming by, through or under each such owner, in perpetuity. These Restrictive Covenants are intended to be a “conservation agreement” and/or “preservation agreement,” as defined and contemplated in the Historic Preservation and Conservation Agreements Act, N.C.G.S. § 121-34, *et seq.*

## **ARTICLE II. EXCEPTIONS TO RESTRICTIONS**

**A. Recreation.** Declarant shall be permitted to engage in and permit others to engage in passive recreational uses of the Property, including walking, hiking, fishing, and animal or plant observation, so long as the Conservation Values are not impaired.

**B. Construction of Trails and Incidental Facilities.** Declarant may construct, repair and relocate paved or unpaved greenway trails on the Property, and facilities and infrastructure incidental to and for the convenience of users of such greenway trails, such as observation platforms, boardwalks, litter receptacles, signage, canoe accesses, benches and similar conveniences. All necessary care shall be taken to complete the construction of such features in a manner so as not to impair any Conservation Values either during or after construction.

**C. Maintenance.** Declarant shall be responsible, at its expense, for maintaining the Property for the purposes set forth herein, including maintenance of a greenway trail, mowing, removal of trash, waste and litter, and efforts to control vandalism and other crimes on the Property.

**D. Vegetation Management.** Declarant may install appropriate native landscaping, remove vegetation for stream restoration, remove or control invasive exotic plants, remove dead and dangerous trees, and prune vegetation to ensure the health of the vegetation as well as the safety of the public on the Property provided these activities do not impair the Conservation Values.

**E. Stream Restoration.** Declarant reserves the right, at its expense, to restore and stabilize the stream channel and bank, based upon prevailing design and permitting standards, to enhance water quality on the Property. Restoration and stabilization activities should be based on a design using as many natural materials such as vegetation as practicable. In the event such stream restoration occurs, Declarant shall be responsible for maintaining the integrity of the stream bank.

**F. Rules and Regulations.** Declarant shall have the sole right to promulgate or approve rules and regulations for the reasonable use of the Property by the public, provided the Property is used for the purposes stated herein, including walking, educational tours, scientific study of the Property and its natural ecosystems, hiking, bike riding, jogging, and picnicking.

**G. Motor Vehicles.** Declarant may use motor vehicles on any greenway trail located on the Property to carry out the purposes of these Restrictive Covenants and for security purposes.

**H. Utilities and other Public Purposes.** Declarant shall have the right to grant easements or rights-of-way across the Property for underground utilities and other public purposes consistent with the primary purposes set forth herein. Such easements or rights-of-way shall be located in a manner that will minimize the adverse impact on Conservation Values.

**I. Construction, Maintenance and Improvement of McGalliard Falls Grist Mill.** At least part of the historical McGalliard Falls grist mill building and its appurtenant improvements (the grist mill) is located on the Property. Declarant shall have the right to construct improvements to, replace, and maintain the grist mill as a local historical and cultural resource.

### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Subject to the exceptions set forth in Article II above, the following activities on the Property are prohibited and restricted:

**A. Disturbance of Natural Features, Plants and Animals.** There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of asphalt and greenway trails and related convenience facilities, and public accesses allowed hereunder; (2) as incidental to maintenance, replacement, and installation of all current and new utility lines and infrastructure, including but not limited to drinking water supply, sewer, electricity, and communications; (3) selective cutting or clearing of vegetation, and the application of approved chemicals for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement and/or control of invasive exotic plants; (4) hunting and fishing pursuant to applicable local, state and federal rules and regulations; and (5) removal of damaged trees and debris caused by storm, disease or fire and posing a threat to life or property.

**B. Industrial and Commercial Use.** Industrial and commercial activities and any right of passage across the Property for such purposes are prohibited.

**C. Agricultural, Grazing and Horticultural Use.** Agriculture, grazing, horticultural and animal husbandry operations are prohibited on the Property.

**D. New Construction.** There shall be no building, facility, mobile home, antenna,

utility pole, tower, or other structure constructed or placed on the Property (except for greenway trails, incidental facilities, the grist mill or as otherwise allowed hereunder).

**E. Signs.** Signs are not permitted on the Property except as follows: local, state, or federal traffic or similar informational signs; greenway trail signs; for sale or lease signs; signs identifying the public uses and conservation values of the Property; signs identifying the Declarant as the owner of the property; educational and interpretive signs; identification labels or any other similar temporary or permanent signs.

**F. Dumping or Storing.** Dumping or storage of trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material on the Property is prohibited.

**G. Mineral Use, Excavation or Dredging.** There shall be no filling, excavation, dredging, mining, or drilling on the Property and no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials on the Property, except as allowed by Article II.

**H. Wetlands and Water Quality.** There shall be no pollution or alteration of surface waters and no activities that would be detrimental to water quality or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by the State and any other appropriate authorities.

#### **ARTICLE IV. ENFORCEMENT**

**A. Enforcement.** The right of enforcement of these Restrictions is hereby vested in the Declarant.

**B. Third Party Right of Enforcement.** In the event that the Declarant fails to enforce any of the terms of this Restrictive Covenants, the State shall have the independent right to enforce the terms of this Restrictive Covenants through any and all authorities available under state law. Any forbearance by the State to exercise this third party right of enforcement shall not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restrictive Covenants. The State, its agents and employees shall have such right of entry and access as may be necessary to carry out its third party rights of enforcement set herein.

#### **ARTICLE V. DOCUMENTATION AND TITLE**

**A. Property Condition.** The parties acknowledge that the Property is currently developed as part of a public outdoor recreation park.

**B. Title.** The Declarant covenants and represents that the Declarant is the sole owner and is seized of the Property in fee simple and has the right to establish these Restrictive Covenants; that there is legal access to the Property, that the Property is free and clear of any and all encumbrances, except easements and covenants of record, none of which would nullify, impair or



limit in any way the terms or effect of these Restrictive Covenants; Declarant will defend its title against the claims of all persons whomsoever.

## **ARTICLE VI. MISCELLANEOUS**

**A. Subsequent Transfer of Fee.** Declarant hereby covenants and agrees, that in the event it transfers or assigns the Property, the transferee of the Property shall be a governmental entity or qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder (the "**Internal Revenue Code**"), which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Declarant agrees for itself, its successors and assigns, to notify State in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be transferred at or prior to the time said transfer is consummated. Any transferee or assignee of the Property shall take title subject to these Restrictive Covenants as set forth herein and shall perform all such acts as shall be necessary to affect the transfer. Declarant, for itself, its successors and assigns, further agrees to make specific reference to these Restrictive Covenants in a separate paragraph of any subsequent lease, deed or other legal instrument by which any interest in the Property is conveyed.

### **B. Conservation Purpose.**

(1) The parties hereto recognize and agree that the benefits of these Restrictive Covenants are in gross and assignable, provided, however that the Declarant hereby covenants and agrees that in the event it transfers or assigns its interest in these Restrictive Covenants, the governmental entity or organization receiving the interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and the Declarant further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance, set forth in the Recitals herein.

(2) Unless otherwise specifically set forth in these Restrictive Covenants, nothing herein shall convey to or establish for the public a right of access over the Property.

**C. Amendments.** Declarant shall not amend these Restrictive Covenants except with the consent of the Fund. Any amendment(s) shall be effective upon recording in the public records of Burke County, North Carolina.

**IN WITNESS WHEREOF,** Declarant, by authority duly given, has hereunto caused these presents to be executed by the Mayor of the Town of Valdese, to be effective the day and year first above written.

**DECLARANT:**  
**TOWN OF VALDESE,** a North Carolina

municipal corporation

By: \_\_\_\_\_  
John F. Black, Jr., Mayor

NORTH CAROLINA, BURKE COUNTY

I, a Notary Public in and for said county and state, certify that JOHN F. BLACK, JR. personally appeared before me this day and acknowledged to me that he is Mayor of the TOWN OF VALDESE, a North Carolina municipal corporation, and that by authority duly given and as an act of the town, has signed the foregoing instrument in its name and on its behalf as its act and deed for the purposes stated therein and in the capacity indicated.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

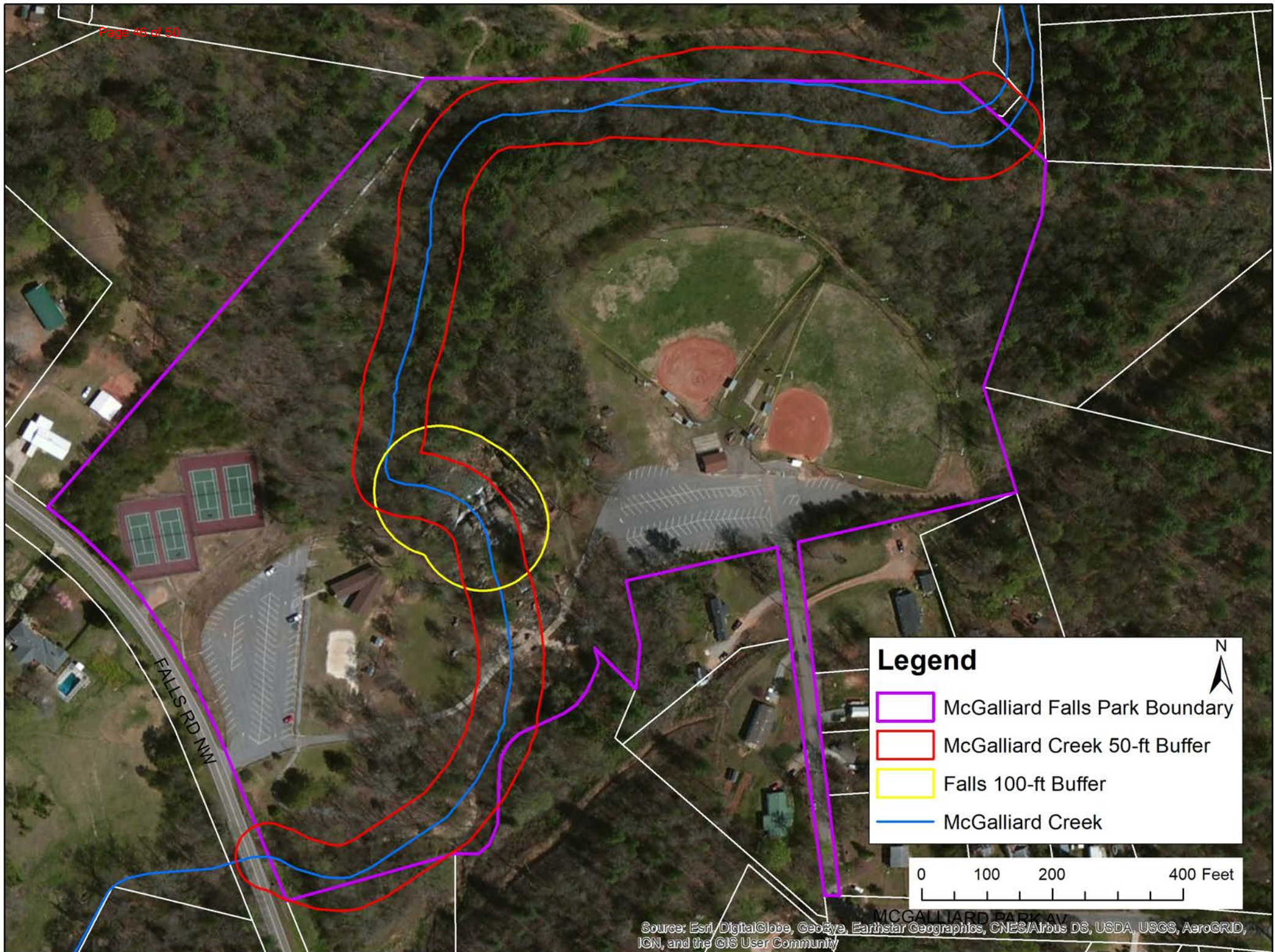
(notary seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

My Commission expires: \_\_\_\_\_





**Legend**

- McGalliard Falls Park Boundary
- McGalliard Creek 50-ft Buffer
- Falls 100-ft Buffer
- McGalliard Creek





## Legend

-  McGalliard Falls Park Boundary
-  McGalliard Creek 50-ft Buffer
-  Falls 100-ft Buffer
-  McGalliard Creek



FALLS RD NW

0 100 200 400 Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Valdese Town Council Meeting                      Monday, May 01, 2017

Budget Amendment No. 21

Subject: Handicapped Parking

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1.            To amend the **General** Fund, the expenditures are to be changed as follows:

| Acct.<br><u>No.</u>           | <u>Debit</u> | <u>Credit</u> |
|-------------------------------|--------------|---------------|
| 10.4900.150    Maint & Repair | 15,000       |               |
|                               | -----        | -----         |
| Total                         | \$ 15,000    | \$ 0          |
|                               | =====        | =====         |

This will result in a net increase of \$15,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

| Acct.<br><u>No.</u>                |       |           |
|------------------------------------|-------|-----------|
| 10.3350.302    Handicapped Parking |       | 15,000    |
|                                    | ----- | -----     |
| Total                              | \$    | \$ 15,000 |
|                                    | ===== | =====     |

Section 2.            Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.

Valdese Town Council Meeting                      Monday, May 01, 2017

Budget Amendment No. 22

Subject: Car Charging Station

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1.            To amend the **General** Fund, the expenditures are to be changed as follows:

| Acct.<br><u>No.</u>           | <u>Debit</u> | <u>Credit</u> |
|-------------------------------|--------------|---------------|
| 10.4900.150    Maint & Repair | 15,000       |               |
|                               | -----        | -----         |
| Total                         | \$ 15,000    | \$ 0          |
|                               | =====        | =====         |

This will result in a net increase of \$15,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

| Acct.<br><u>No.</u>                |       |           |
|------------------------------------|-------|-----------|
| 10.3970.491    Car Charge - Grants |       | 15,000    |
|                                    | ----- | -----     |
| Total                              | \$    | \$ 15,000 |
|                                    | ===== | =====     |

Section 2.            Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.



Valdese Town Council Meeting                      Monday, May 01, 2017

Budget Amendment No. 23

Subject: IT Equipment

Memorandum:

As per discussions held in previous council meetings pertaining to the subject, the following budget amendment is essential in order to appropriate the necessary funds.

Action Suggested:

BE IT ORDAINED by the Governing Board of the Town of Valdese, North Carolina that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section 1.            To amend the **General** Fund, the expenditures are to be changed as follows:

| Acct.<br><u>No.</u> |                  | <u>Debit</u> | <u>Credit</u> |
|---------------------|------------------|--------------|---------------|
| 10.4200.160         | On-line Payments | 9,000        |               |
| 10.4200.160         | VPN Equipment    | 5,000        |               |
| 10.4200.160         | Firewall/Spam    | 3,000        |               |
|                     |                  | -----        | -----         |
| Total               |                  | \$ 17,000    | \$ 0          |
|                     |                  | =====        | =====         |

This will result in a net increase of \$17,000 in the expenditures of the **General** Fund. To provide funding for the above, the following revenue budgets will be increased. These additional revenues have already been received.

| Acct.<br><u>No.</u> |                     |       |           |
|---------------------|---------------------|-------|-----------|
| 10.3350.302         | Handicapped Parking |       | 17,000    |
|                     |                     | ----- | -----     |
| Total               |                     | \$    | \$ 17,000 |
|                     |                     | ===== | =====     |

Section 2.            Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, to the Budget Officer and the Finance Officer for their direction.