



**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Monday, October 3, 2022  
6:00 P.M.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Informational Items:**
  - A. Communication Notes
  - B. Reading Material
- 5. Open Forum/Public Comment**
  - A. Oath of Office – Tim Skidmore Ward 5
  - B. Resolution of Appreciation - Andy Thompson
  - C. Resolution of Appreciation – Dedication of the Town Christmas Tree in Memory of James L. Hatley
  - D. Resolution Supporting Operation Green Light for Veterans
- 6. Consent Agenda**

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

  - A. Approval of Regular Meeting Minutes of September 6, 2022
  - B. Lease Agreement at Old Rock School with Tranquility Day Spa
  - C. Request to Sell Wine at the Christmas in November Craft Show
  - D. Appointment to Valdese Housing Authority
- 7. New Business**
  - A. Western Piedmont Community College Update
  - B. Census 2020 Valdese Ward Redistricting Map
  - C. Resolution Adopting Vagrancy Ordinance
  - D. Wayne Owens Gym Renovation Project
  - E. Capital Project Ordinance Amendment
  - F. Valdese Community Center Renovations
  - G. Capital Project Ordinance
  - H. Offer to Purchase Town Owned Property – Pineburr Mill
  - I. Budget Amendment

## **8. Manager's Report**

- A. Bluegrass at the Rock: IIIrd Tyme Out, October 8, 2022, at 7:30 p.m. Visit [www.townofvaldese.com](http://www.townofvaldese.com) for ticket information.
- B. Coffee with the Chief, Thursday, October 13, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room
- C. Old Colony Players Presents: SWEENEY TODD, October 14-15, 20-22, 27-29, 2022, 7:30 p.m. at the Fred B. Cranford Amphitheatre
- D. Treats in the Streets, Monday, October 31, 2022, 4:00-6:00 p.m.
- E. Bluegrass at the Rock: Appalachian Road Show, November 5, 2022, at 7:30 p.m. Visit [www.townofvaldese.com](http://www.townofvaldese.com) for ticket information.
- F. Next Regular Council meeting scheduled for Monday, November 7, 2022

## **9. Mayor and Council Comments**

## **10. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Watts  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** September 30, 2022

**Subject:** Monday, October 3, 2022 Council Meeting

### 6. Consent Agenda

#### A. Approval of Regular Meeting Minutes of September 6, 2022

#### B. Approval of Lease Agreement at Old Rock School with Tranquility Day Spa

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with Tranquility Day Spa. As per the lease agreement, payment in the amount of \$350 is due monthly. The monthly rate for the prior year was \$350 per month.

#### C. Request to Sell Wine at Christmas in November Craft Show

Enclosed in the agenda packet is a request from Waldensian Heritage Wines to sell wine at the Christmas in November Craft Show event held on November 11, 2022, from 4:00 pm - 8:00 pm and November 12, 2022, from 9:00 am – 2:00 pm at the Old Rock School.

#### D. Appointment to the Valdese Housing Authority

The Valdese Housing Authority recommends the appointment of Ms. Deborah Thompson for a five-year term. The term will expire on October 31, 2027. Ms. Thompson will replace Ms. Faith Kaplan, resigning on October 31, 2022.

The Valdese Housing Authority recommends the appointment of Rev. Kevin Frederick, who will replace the unexpired term of Ms. Patricia Garrou. The unexpired term expires on October 31, 2025.

### 7. New Business

#### A. Western Piedmont Community College Update

Dr. Joel Welch, Western Piedmont Community College President, will be at the meeting to give Council an update on the College.

#### B. Census 2020 Valdese Ward Redistricting Map

Taylor Dellinger, WPCOG Data Analyst, will be at the meeting to present Council with the proposed Ward Map changes resulting from the 2020 Census data. The average population size for a Valdese Ward based on 2020 Census results is 4,689 divided by 5 Wards equals 938 persons. All Wards should have population counts within 5% of the average Ward size. Enclosed in the agenda packet is a PowerPoint from Mr. Dellinger, who completed the project, explaining the project, current boundaries and new boundaries.

**Requested Action:** No action, information only at this time.

### **C. Resolution Adopting Vagrancy Ordinance**

Enclosed in the agenda packet is a memo from Police Chief Jack Moss, a PowerPoint, and a Vagrancy Ordinance for adoption. Due to the increased presence of homeless individuals camping and sleeping at or near public areas and businesses, staff recommends adopting an ordinance to provide police officers with the tools needed to help resolve these issues. Chief Moss will be at the meeting to discuss this.

**Requested Action:** Staff recommends that Council approve the adoption of the Vagrancy Ordinance as presented.

### **D. Wayne Owens Gym Renovation Project**

Enclosed in the agenda packet is a PowerPoint from Parks and Recreation Director David Andersen presenting the truss reinforcement needed for the gymnasium renovation. After the presentation, Assistant Town Manager/CFO Bo Weichel will present a Capital Project Ordinance Amendment in the amount of \$17,781 to complete the project. The additional cost of the truss reinforcement per structural engineers Taylor and Viola are to accommodate the additional load of basketball goals. Richard's Welding and Repair will be completing the work.

**Requested Action:** Action will take place with the Capital Project Ordinance Amendment(7.E).

### **E. Capital Project Ordinance Amendment**

Enclosed in the agenda packet is a capital project ordinance amendment prepared by Assistant Town Manager/CFO Bo Weichel. This amendment will move funds into the appropriate account for the Wayne Owens gym renovation project.

**Requested Action:** Staff requests that Council approve the capital project ordinance amendment as presented.

### **F. Valdese Community Center Renovations**

Enclosed in your agenda packet is a memo, PowerPoint, and a contract from Moss-Marlow Building Co, Inc., for the Community Center renovations. Parks and Recreation Director David Andersen will discuss the scope of work. Staff completed a bid opening on September 16, 2022, and recommends the contract be awarded to Moss-Marlow Building Co, Inc., in the amount of \$587,921. (Other bids: Houck Contracting - \$628,449 and Wilkie Construction - \$607,780)

**Requested Action:** Staff recommends that Council award the contract to the lowest bidder, Moss-Marlowe Building Co, Inc., in the amount of \$587,921.

#### **G. Capital Project Ordinance**

Enclosed in the agenda packet is a capital project ordinance prepared by Assistant Town Manager/CFO Bo Weichel. Mr. Weichel will be at the meeting to discuss the Valdese Community Center renovations ordinance.

**Requested Action:** Staff requests that Council adopt the Capital Project Ordinance as presented.

#### **H. Offer to Purchase Town Owned Property – Pineburr Mill**

The Town received a request from WC Erwin to purchase Town-owned property located at 408 Pineburr Ave, SE, Valdese(3.426 acres) and 409 Pineburr Ave SE, Valdese(.40 acres) in the amount of \$30,000.00. Enclosed in the agenda packet is a memo from Assistant Town Manager/CFO Bow Weichel, a location map, and a Resolution for authorizing the upset bid process.

**Requested Action:** Staff recommends that Council adopt the Resolution accepting the offer from WC Ervin in the amount of \$30,000.00 and allow staff, pursuant to NC General Statue 160A-269, to advertise for the upset bid process.

#### **I. Budget Amendment**

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

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

# READING MATERIAL

**VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT****AUGUST 1st-31st, 2022**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF AUGUST, 2022. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<b><u>ACTIVITY / FUNCTION</u></b>	<b><u>MONTHLY TOTAL</u></b>	
STATION DUTY	157 HOURS	
VEHICLE DUTY	110 HOURS	
EQUIPMENT DUTY	64 HOURS	
EMERGENCY RESPONSES (ON DUTY)	62 HOURS	
TRAINING (ON DUTY)	110 HOURS	
FIRE ADMINISTRATION	235 HOURS	
TRAINING ADMINISTRATION	14 HOURS	
MEETINGS	21 HOURS	
FIRE PREVENTION ADMINISTRATION	60 HOURS	
FIRE PREVENTION INSPECTIONS	14 HOURS	
<b><u>TYPE</u></b>	<b><u>NUMBER OF INSPECTIONS</u></b>	<b><u>VIOLATIONS</u></b>
ASSEMBLY	6	22
BUSINESS	0	0
DAYCARE	0	0
EDUCATIONAL	1	BCFM Report
FACTORY	0	0
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	0	0
RESIDENTIAL	1	0
STORAGE	1	8
FOSTER HOME	1	0
REINSPECTIONS	3	4
<b>TOTAL:</b>	<b>13</b>	<b>34</b>
PUBLIC RELATIONS	3 HOURS	
HYDRANT MAINTENANCE	0 HOURS	
SAFETY ADMINISTRATION	29 HOURS	
SAFE KIDS ADMIN/CRS INSPECTIONS	12 HOURS	
EXTRA DUTY FIRES	4 HOURS	
NON-DEPARTMENTAL DUTIES	1 HOURS	
EXTRA DUTY TRAINING	43 HOURS	
EXTRA DUTY FIRE/MED STANDBY	84 HOURS	
PHYSICAL TRAINING	46 HOURS	
EXTRA DUTY MEDICAL RESPONSES	36 HOURS	
VOLUNTEER FIREFIGHTER TRAINING	80 HOURS	
<b>TOTAL TRAINING MANHOURS:</b>	<b>233 HOURS</b>	

**FIRE DEPARTMENT EMERGENCY RESPONSES:**

<b><u>FIRE:</u></b>	<b><u>MONTHLY TOTAL</u></b>
FIRE ALARM	2
CARBON MONOXIDE ALARM	0
STANDBY	3
MUTUAL AID TO STATION 63	1
MUTUAL AID TO STATION 67	1
OUTSIDE FIRE	1
ILLEGAL BURN	1
GAS LEAK	0
SEARCH & RESCUE	1
ASSIST VALDESE PD	1
ELECTRICAL HAZARD	<u>0</u>
	<b>11</b>
<b><u>MEDICAL:</u></b>	
ABDOMINAL PAIN	1
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	0
BACK PAIN	0
CANCELLED ENROUT	0
CARDIAC	2
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	1
DOA	0
FAINTING	0
FALL	8
HEADACHE	0
HEMORRHAGE	2
MOTOR VEHICLE ACCIDENT	2
MEDICAL STANDBY	0
OTHER	2
OVERDOSE/INTOXICATED	3
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	7
SEIZURE	1
SICK	8
STROKE	3
TRAUMATIC	0
UNCONSCIOUS	3
UNKNOWN	<u>0</u>
	<b>45</b>
<b><u>TOTAL RESPONSES:</u></b>	<b><u>56</u></b>

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GREG STAFFORD, CHIEF  
VALDESE FIRE DEPARTMENT

## Community Affairs & Tourism Monthly Stats

### September 2022

#### Tourism Statistics

*visitvaldese.com Visits (reported from Sept 1-16 )* 8,728

*townofvaldese.com Visits (reported from Sept 1-16 )* 2,991

*Top 5 Pages Viewed: Utilities, Recreation, Aquatics, Fire Department, Police Department*

#### Facebook

*# of followers* 15,384

*Post Engagement (last 28 days)* 27,674

*Post Reach (last 28 days)* 34,203

#### Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive: 99.44%

Negative: .56%

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

*Approximate # of Visitors to the Tourism/CA Office* 293

#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	0
TEACHER'S COTTAGE	9
WALDENSIAN ROOM	9
CLASSROOMS	0
MAJOR EVENT (ENTIRE SCHOOL)	3

Major Events Held at the Old Rock School	Average Number of Attendees
NC Southern Regal Pageant, Crossnore Fostering Communities Conference, Chosen Ministries Gospel Singing	233

*Monthly Old Rock School Rentals* 21

*Old Rock School Total Attendance* 4,200

#### CA Summary for September 2022

The Community Affairs department stayed busy throughout the month of September with Fall event preparation and focusing on development of merchant relationships/involvement. The annual merchant resource bags were distributed this month, along with invitations to the Main Street Luncheon to take place on October 5th. Treats in the Streets participation forms were created and promotion for the popular downtown event has started. Work continues on the Christmas in November Craft Show, with vendor applications currently under review. The Summer event season wrapped up Labor Day weekend with a successful FFN Finale as performed by The Tonez. The event saw an impressive crowd and raised significant funds for the Valdese Pilot Club, hosts of the concession stand that night. Monthly rentals have picked up, with 3 major events being hosted at the Old Rock School in September. The school also hosted the first "Paint the Park" Plein Air Reception in partnership with the Rock School Arts Foundation and Friends of the Valdese Rec. This busy season will continue through the remainder of the year with multiple pageants, performances, and weddings to take place at the facility.

# VALDESE POLICE DEPARTMENT

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

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

Sept 28, 2022

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

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	90	Visual Checks / Walk around
Old Rock School	79	Visuals Checks / Walk around
Children's Park	61	Visual Checks / Walk around
Community Center	68	Visual Checks / Walk around
Lakeside Park	12	Community Contact
Main St Extra Patrol		Nightly Door Checks
Business/Residential Contact	51	Community Policing
Family Fun Night	0	Community policing
Myra's Car show		Every Friday Night

Our officer have logged 543 residential/business security checks, 421 extra patrols and 51 community policing contacts in 27 days for a total of 1015 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs.

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
SEPTEMBER 6, 2022**

The Town of Valdese Town Council met on Tuesday, September 6, 2022, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Councilwoman Frances Hildebran, Councilwoman Rexanna Lowman and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman J. Andy Thompson, Ward 5 Seat Vacant

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:** Mayor Pro Tem Frances Hildebran read the Rules & Procedures for Public Comment: Rule 5. Public Comment - Any individual or group who wishes to address the council shall inform the town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Comments should be limited to five minutes per speaker. If the speaker's comments needs to be addressed, upon the direction of the Council, someone from the management team will be in touch with you later.

**POOL RENOVATION – AMANDA LENNEX, 4102 CHERRYWOOD DRIVE, HUDSON:** Ms. Lennex shared that she has children who have used the pool for over 13 years and is concerned with the upcoming renovations. Ms. Lennex is concerned with the pool renovation being scheduled in the fall, with high school swimming starting in October. Ms. Lennex asked the Council to postpone the renovations until February 2023.

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

**APPROVED REGULAR MEETING MINUTES OF AUGUST 1, 2022**

**APPROVED APPOINTMENT TO VALDESE HOUSING AUTHORITY:** Ms. Donna Zamora was appointed to a three-year term. The term will expire on July 1, 2025.

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB:** Annual Lease Agreement at the Old Rock School with P & W Railroad Club in the amount of \$230 per month.

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH DAVID HARMON STUDIOS, LLC:** Annual Lease Agreement at the Old Rock School with David Harmon Studios, LLC, in the amount of \$350 per month.

**APPROVED UPDATE TO THE CONTINUITY OF OPERATION PLAN:** A copy of the plan can be obtained in the Clerk's office.

**APPROVED FALL LITTER SWEEP, SEPTEMBER 10-24, 2022**

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**NEW EMPLOYEE INTRODUCTION:** Public Works Director Allen Hudson introduced Jody Price, Utility Field Technician.

**APPOINTMENT TO FILL WARD 5 VACANCY:** Mayor Watts shared that Council requested applications from interested citizens that reside in Ward 5. Mayor Watts asked Council if they had a motion for an appointment.

Councilwoman Hildebran made a motion to appoint Timothy James Skidmore as Ward 5 Councilman, seconded by Councilwoman Lowman. The vote was unanimous.

Mayor Watts shared that Mr. Skidmore would take the Oath of Office at the October 3, 2022, Council meeting.

**ANNUAL PROPERTY TAX COLLECTION REPORT:** Finance Director Bo Weichel presented the following report:

<b>Tax Year 2021</b>	
<b>Property Tax Statement Annual Settlement</b>	
<b>Property Valuations</b>	
Real Estate	308,357,968
Personal	87,687,073
Senior Citizen Exemptions	(4,908,620)
Total Property Valuation Subject to Tax Rate	391,136,421
Levy	2,057,727
Discoveries	73,967
Late List Penalties	7,727
Total Levy	2,139,421
Less Collected as of 6/30/2022	2,088,946
Releases	2,500
Uncollected 2021	52,295
Ratio of Taxes Collected to Total Levy	97.76%
<b>Motor Vehicle</b>	
Levy	223,441
2021 Collection by Burke County	223,441
Collection Costs	8,629

Councilman Mears asked how our collection rate compares to other municipalities in the state. Mr. Weichel shared that he thinks Burke County is around 98% but is unfamiliar with other municipal percentages. Councilwoman Hildebran feels that this collection rate is great, considering we have been in the middle of a pandemic, and she would like to thank Kim Cline, the Tax Collector, for her excellent work.

**APPROVED BUDGET AMENDMENT:** Finance Director Bo Weichel presented the following Budget Amendment:

## Valdese Town Council Meeting

Tuesday, September 6, 2022

Budget Amendment #

3

Subject:

Pool Boiler Unit

Description:

A boiler unit to heat the pool was approved for \$25,000 at the April 2022 meeting. Due to supply chain issues, the original boiler unit ordered will not arrive until late November. This amendment will allow for the installation of three smaller units to replace one large unit, which is available now.

## Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

## Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		7,140
Total		\$0	\$7,140

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay	7,140	
Total		\$7,140	\$0

## Section II:

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

Councilwoman Lowman asked how soon we would have to wait until the pool was heated. Parks & Recreation Director David Andersen said that it is slated to be installed on September 12, 2022.

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

**APPROVED CAPITAL PROJECT ORDINANCE AMENDMENT:** Finance Director Bo Weichel presented the following Capital Project Ordinance Amendment:

## Valdese Town Council Meeting

Tuesday, September 6, 2022

Capital Project Ordinance Amendment # 10-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35  
USDA application submittal process

## Proposed Action:

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

## Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.001	Distributions		5,000
Total		\$0	\$5,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	5,000	
Total		\$5,000	\$0

## Section II:

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

Mr. Weichel explained that USDA is requiring a financial forecast. In past years, the USDA would have someone in-house to complete this, but since they are short-staffed, the Town has to do it. Mr. Weichel shared that they have a certain set of rules and firms to use. Mr. Weichel explained that because we are in such good order, the firm will only charge us \$5,000 for the completion of the study, which is a low price.

Councilwoman Lowman asked about the financial forecast and how it will be used with this application. Mr. Weichel explained that they would complete a six-year forecast of our revenues and expenditures based on some economic data they have. Mr. Weichel shared that the goal of this study is to make sure that we can afford to make the payment. Councilman Mears asked where the \$5,000 would come from. Mr. Weichel explained that we have a savings account within the project that has already been set aside.

Councilwoman Hildebran made a motion to approve the aforementioned capital project ordinance amendment, seconded by Councilwoman Lowman. The vote was unanimous.

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

Coffee with the Chief, Thursday, September 8, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room has been cancelled.

Old Colony Players Presents: Cyrano, September 8 - 10, 2022, 8:00 p.m. at the Fred B. Cranford Amphitheatre.

NC State Bocce Tournament, Saturday, September 10, 2022, 8:00 a.m. at the LPDA.

Paint the Park Reception, Saturday, September 17, 2022, 4:00–7:00 p.m. at the Old Rock School. Visit [painttheparkvaldese.com](http://painttheparkvaldese.com) for more information.

Draughn Homecoming Parade, Tuesday, September 20, 2022, at 6:00 p.m., Main Street, Council will meet at the Fire Department at 5:30 p.m.

Parks & Recreation Project Updates – Parks and Recreation Director David Andersen gave the following report:



### Parks and Recreation Project Updates for Town Council-September 6, 2022:

#### McGalliard Falls Update:

Waterfall Keepers of North Carolina, a non-profit organization, will be coming the morning of September 7 to clean the graffiti from the face of McGalliard Falls at no cost to the town. We will be the first place they will test their new pressure washing system designed to clean graffiti from waterfalls.

There is a plan to construct stairs from the McGalliard Falls shelter to the sewage easement leading to the McGalliard Creek Bridge. We hope the stairs will make it easier for park visitors to access the easement trail, and subsequently, the bridge and Valdese Lakeside Park. Bimbo Bakeries and the Friends of the Valdese Rec will provide the funding for the project, which we hope to have completed by Deeply Rooted Landscaping in December at the latest.

#### Kayak Launch/ Valdese Lakeside Park PARTF Grant:

Recently we applied for a 1-year extension for our open Parks and Recreation Trust Fund (PARTF) Grant for Valdese Lakeside Park because of the canoe/kayak launch project being incomplete. It is the final piece needed before closing out the grant.

NC Wildlife Resource Commission (NCWRC) is managing the project on behalf of the town, and their staff submitted a full draft application package to Duke for Step 3 of their three-step application process on Friday, September 2. This process has been underway since late 2021. We expect at least one round of rejection and resubmittal from Duke. Once Duke approves the draft and final application, then Duke will send the application to the Federal Energy Regulatory Commission (FERC) for FERC approval. At a meeting on Thursday, August 25, Duke representatives clarified that the FERC process may take 6 months to a year.

Staff has also applied for a grant to provide a fixed workstation and tools for bicycles and wheelchairs to be installed at VLP near the restrooms. The grant would also include bike racks that staff anticipate installing at McGalliard Falls Park. Staff should know by September 16 if we have been awarded this grant.

#### Community Center Locker Rooms Renovation Update:

We know of three contractors actively working on preparing bids for this project. Staff will open bids at 11am on Friday, September 16, in the Community Room at Town Hall. We anticipate bringing a bid for approval to council at the October 3 town council meeting. Staff has been very responsive to inquiries from the contractors throughout the time they have been working on preparing the bids.

Patrons have raised questions regarding keeping the pool open during the renovations. Alex Bustle, Aquatics/Fitness Supervisor, and myself have been looking at how we can continue to operate while this work is being completed.

Without having a final contractor selection, we do not have a good idea of the final construction timeline. We want the contractors to be able to work unimpeded to finish quickly and with minimal disruption. We have already decided not to host any birthday parties during the remainder of 2022, as we are unable to guarantee the status of the facility from week to week.

Concerns regarding the high school swim season, which takes place between the beginning of November and the middle of February, have come up. We have been in touch with all coaches who use the facility, and they are aware of the likelihood of some complete closures due to construction. However, it is our expressed intent to limit any full closures as much as possible while also not impeding the work of the contractors. By utilizing porta johns outside of the Bubble, as well as portable changing areas and a temporary shower inside the Bubble, we should satisfy requirements to operate the facility.

**Pool Update:**

Town staff will be working this week to prepare the pool deck area for the Bubble, which town staff and BRIDGE crew will be installing the week of September 12. Chris Moseley and Hickory Sheet Metal will be installing the new heaters during the pool down time the week of September 12. We anticipate a pool re-opening with functional heating capacity on Monday, September 19.

**Wayne Owens Gym Update:**

Staff members have selected colors for the new bleachers, pads, and piping on goals, and we have been in close communication with The Sports Flooring Group regarding a timeline for the manufacture, delivery, and installation of those items.

Jeff McGee has completed internal ceiling repairs, and he will be installing a chimney cap on the old boiler chimney. Taylor and Viola has completed their engineering solution to strengthen the gymnasium trusses. Richard's Welding has submitted a quote to complete the required work for \$18,049.72. Powell's Welding has provided a quote for the same work at \$29,150. The truss work may take 2-3 weeks to complete.

Staff is expecting updated, detailed HVAC quotes by the end of this week. At this time, contractors have informed us to anticipate lead times that are incredibly long. In addition, many of their suppliers are not providing quotes for longer than a day at a time.

Custom Coatings should be ready to start prep and paint by late September/early October, but will likely need to delay slightly due to the welding work.

**Tiger Gym Update:**

W.C. Reynolds/ Houck Construction is awaiting delivery of the larger ventilation components to begin the work in the gymnasium. We are currently in the ninth week since the contractor placed the orders, and there was an expected lead-time of roughly eight weeks.

**Tennis Court Update:**

Court One of Granite Quarry has undergone a management change, which further delayed the resurfacing project. Employees of the company arrived at the courts September 6 to start working on the surface, and they should have things completed in roughly 2 weeks depending on the weather.

**MAYOR AND COUNCIL COMMENTS:** Councilwoman Hildebran thanked Code Enforcement/Animal Control Officer Hicks for all his work with Code Enforcement and Animal Control this month. Officer Hicks shared that it has been a busy month for Animal Control. Mayor Watts also thanked Officer Hicks for his prompt response to calls. Councilwoman Hildebran also shared how proud she is of our ten-year Capital Improvement Plan that puts money back to restore aging lines that are 80 – 90 years old. Councilwoman Hildebran is proud to say that we do not have to worry about a water issue in the Town of Valdese.

Mayor Watts thanked everyone who worked on the successful Waldensian Festival.

Mayor Watts read a letter addressed to the Mayor, Mayor Pro Tem, Town Manager, members of Council, and the Citizens of Valdese, from Councilman Andy Thompson. Mr. Thompson resigned as Councilman of Ward 1 effective Tuesday, September 6, 2022, to focus on his business, himself, and family. In his letter, Mr. Thompson shared that it has been a pleasure working for the citizens of the Town of Valdese. Mayor Watts said that he received this letter at 4:00 p.m. this afternoon.

**WARD 1 RESIGNATION:** Mayor Watts stated that there is now a vacancy in Ward 1 and in order to fill the vacancy, persons interested must reside within the boundaries of Ward 1 and submit an application and resume. The applications are available online or at the Town Hall and will be open until the seat is filled. Members of Council expressed their gratitude and well wishes for Mr. Thompson.

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

The next regular Council meeting is scheduled for Monday, October 3, 2022, at 6:00 p.m.

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Town Clerk

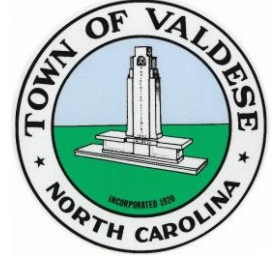
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Mayor

jl



State of North Carolina – County of Burke



## Town of Valdese Lease Agreement

THIS AGREEMENT, made and entered into this First day of November, 2022, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and Tranquility Day Spa hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

### ARTICLE 1.00

#### Creation of Tenancy, Term and General Conditions

- 1.01 DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) 35 as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 TERM:** The Lessee shall have and hold the premises for a period of time commencing the First day of November 2022 and extending to the 31st day of October, 2023; provided, however, because the Lessee may be required to move to a new facility during the one-year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one-year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 RENT:** Lessee agrees to pay Lessor a monthly rent of \$350.00. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.

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**1.05 TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.

**1.06 GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

- 1.01.1 All zoning regulations affecting the premises now or hereafter in force.
- 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
- 1.01.3 The existing condition and state of repair of the premises.

## **ARTICLE 2.00 Use of Premises**

### **2.01 CHARACTER OF USE:**

- 2.01.1 The premises shall be used by the Lessee for an Office Space and shall not be used by Lessee for any other purpose without the prior written consent of the Lessor.
- 2.01.2 Lessee covenants and agrees to comply with all legal requirements of the City, County, State and Federal Governments respecting any operation conducted, or any equipment installations or property located at the premises, and Lessee further covenants and agrees not to create or permit the creation of any nuisance on the premises, or to make any other offensive use thereof.

**2.02 IMPROVEMENT AND ALTERATION OF PREMISES:** Lessee shall not make, and shall not have the right to make any alterations, changes or improvements, structural, or otherwise in or to the premises without Lessor's prior written consent, provided, that if such consent is given, all such alterations, changes, and improvements shall be at Lessee's expense and shall become the property of Lessor at the termination of the Lease. The granting or denial of consent as provided for in this section shall be the subject of Lessor's sole and absolute discretion.

**2.03 TRADE FIXTURES:** Lessee will be permitted to install trade fixtures on the premises without necessity of written consent by Lessor, and shall be permitted to remove such fixtures upon the expiration of the Lease term, provided that the removal of such fixtures will not permanently damage the premises, and provided that Lessee shall return the premises to their condition at the commencement of this Lease.

## ARTICLE 3.00

### Condition of Premises

- 3.01 ACCEPTANCE OF PREMISES:** Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.
- 3.02 MAINTENANCE:** Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.
- In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.
- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

## ARTICLE 4.00

### Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and

21 of 114  
liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.

**4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim (including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

## **ARTICLE 5.00**

### **Termination, Default, Remedies**

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.

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**5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

## **ARTICLE 6.00**

### **Destruction of Taking of Premises**

**6.01 DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

The Lessor may, following damage as above provided, elect to terminate this Lease by providing the Lessee with written notice of its election within ninety (90) days of the occurrence of the damage.

## **ARTICLE 7.00**

### **Additional Provisions**

**7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.

**7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

## **ARTICLE 8.00 Special Provisions**

**8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any

23 of 114  
loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

## **ARTICLE 9.00 Interpretation, Execution**

- 9.01 GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.
- 9.02 MODIFICATION:** This Lease, together with the schedules and exhibits attached hereto, contains the full, final and exclusive statement of the Lease between Lessor and Lessee relating to the leasing of the premises and cannot be amended, altered, modified or terminated except by a written agreement signed by both Lessor and Lessee. The parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Lease and acknowledge that they will not rely upon any such oral agreements.
- 9.03 SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of extensions thereof, in that event it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.
- 9.04 CAPTIONS:** The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Lease.
- 9.05 WORD USAGE:** Throughout this Lease, the masculine gender shall include the plural and vice versa, wherever the context requires such construction.
- 9.06 EFFECT UPON SUCCESSORS:** This Lease shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, conservators, guardians, or other legal representatives and assigns of each party.
- 9.07 MULTIPLE SIGNATURES:** If there is more than one signer (exclusive of Lessor) of this Lease, whether as Lessee or a co-signer, their obligations will joint and several, and term "Lessee" will include each such party, jointly and severally.
- 9.08 QUIET ENJOYMENT:** The Lessor agrees that Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the premises for the term aforesaid, subject however to the terms of this Lease, and further warrants that the use of the premises called for herein do not violate the terms of any zoning affecting the premises.

X\_\_\_\_\_

X\_\_\_\_\_

Lessor<sup>24 of 114</sup>

*Seth Eckard, Town of Valdese (Town Manager)*

X\_\_\_\_\_

Witness (Attest)

Lessee

*Tammy Benfield, Owner, Tranquility Day Spa*

X\_\_\_\_\_

Witness



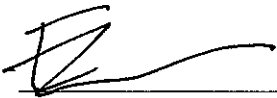
Eddie & Brenda Zimmerman  
Waldensian Style Wines  
2340 Quail Run  
Connelly Springs, NC 28612

September 13, 2022

Town of Valdese,

Waldensian Heritage Wines respectfully requests to sell wine at the Christmas in November Craft Show event held on November 11<sup>th</sup> from 4pm until 8pm and November 12<sup>th</sup> from 9am until 2pm at the Old Rock School. All our wines are listed as North Carolina wines. Waldensian style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Thank you,

A handwritten signature in black ink, appearing to be 'E. Zimmerman', is written over a horizontal line.

Eddie Zimmerman  
Owner

# VALDESE HOUSING AUTHORITY

*Kyle Warlick  
Post Office Box, 310, 1402 Lydia Avenue  
Valdese, North Carolina 28690*

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September 20, 2022

The Honorable Charles Watts, Mayor  
Town of Valdese  
Post Office Box 339  
Valdese, North Carolina 28690

Dear Mayor Watts:

This letter is to notify you that Ms. Faith Kaplan, of the Board of Commissioners for the Valdese Housing Authority, five (5) year term expires October 31, 2022 and will be resigning her position.

Ms. Deborah Thompson is requesting appointment for a five (5) year term to the Board of Commissioners for the Valdese Housing Authority.

Thank you for your consideration in this matter.

Sincerely,

Kyle Warlick  
Executive Director

Enclosure: Certificate of Appointment

# Valdese Housing Authority Application for Vacancy

Name Deborah (Debbie) Thompson

Address 111 Springwood Dr. NE, Valdese, NC 28690

Phone Number (Home) — (Work) —

(cell) 828-413-3308 (email) debbiehthompson@gmail.com

Employer Retired Burke Co. Schools / First Baptist Church Valdese Occupation Organist  
(Teacher)

Are you a registered voter living in Valdese? yes

How long have you been a Valdese resident? 64 yrs. Have you been convicted of a felony? No

Have you ever run for an elective office? No If so, where and for what office?

Do you have any close relatives who is employed by the Board? No

Why do you want to serve on the board? To give back to my community in gratitude for all the support they have given me and my family for so many years. To assist individuals and families in securing comfortable, appropriate, and affordable housing that best meets their needs.

What qualifications do you have that would make you an asset to the Valdese Housing

Authority? Trustworthy, Dependable, Compassionate, Committed, Listener, Communicator, Detail Minded

What issues would you like to see the Board address? Being unfamiliar with the present issues in housing, it is difficult for me to know current needs. However, I would like to make sure the housing is safe, comfortable, and fairly priced according to the individual's situation — that improvements and repairs are handled in a timely manner — that the Board is aware of issues as they arise — that individuals respect and properly care for the property.

## Prior Public Service


Board/Commission/Civic	From	To
Volunteer - Old Colony Players	2022	Present
Friends of The Valdese Rec	2021	Present
Rotary Club of Valdese	Dec. 2021	Present
Meals For Hope (Haiti)	2021	
Paint/Repair Living Waters Lutheran Church - Charlotte, NC	2021	
Trail Building + Maintenance Valdese Lakeside Park	2020	Present
Samaritan's Purse - Packing Christmas Shoeboxes	2017-2018-2019	
Mission Trip Disaster Recovery - Baptists on Mission (Hurricane Florence - Shallotte, NC)	2018	
Valdese First Baptist Carpenters Hands - (Ramp Construction + Housing Repair Team)/ Building + Grounds Committee 2020	2016	Present
5th Grade Volunteer - Valdese Elementary	2012	2016-17
Rock School Arts Foundation	2001/02	Several years
Meal Preparation Burke United Christian Ministries	Past	Present

## Comments

I will do my best to learn about the function and purpose of the Valdese Housing Authority Board. I will be committed and do my part in promoting the success of this board. If I feel I am not being a contributing member or that I am unable to devote the necessary time to this board, I will step down to make room for someone else.

Date 9-16-2022

Signature



This application and all the information contained in it shall be a public record.

Please fill out the form completely and return it to Kyle Warlick at Valdese Housing Authority. If you have any questions please call 828-874-0098.

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER  
OF THE VALDESE HOUSING AUTHORITY**

WHEREAS, The Valdese Housing Authority has heretofore been duly organized pursuant to the North Carolina Housing Authorities Law, as amended, and

WHEREAS, the term of **Ms. Faith Kaplan** as a Commissioner will expire on October 31, 2022,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Ms. Deborah Thompson** to serve as a Commissioner for the term, ending October 31, 2027.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the Town of Valdese, and caused the official seal of the Town of Valdese to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
Town Clerk

**CERTIFICATE OF TOWN CLERK**

I, hereby certify that the above and foregoing is true and correct copy of the Certificate of Appointment of the Commissioner of the Valdese Housing Authority of Valdese, North Carolina, filed in the office of the Town Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Town Clerk

# VALDESE HOUSING AUTHORITY

*Kyle Warlick  
Post Office Box, 310,1402 Lydia Avenue  
Valdese, North Carolina 28690*

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September 20, 2022

The Honorable Charles Watts, Mayor  
Town of Valdese  
Post Office Box 339  
Valdese, North Carolina 28690

Dear Mayor Watts:

This letter is to notify you that Ms. Patricia Garrou, of the Board of Commissioners for the Valdese Housing Authority, five (5) year term expires October 31, 2025.

She has resigning her position and Rev. Kevin Frederick is requesting appointment for the remaining of Ms. Garrou's five (5) year term.

Thank you for your consideration in this matter.

Sincerely,

Kyle Warlick  
Executive Director

Enclosure: Certificate of Appointment

# Valdese Housing Authority

## Application for Vacancy

Name Rev. Dr. Kevin E Frederick  
 Address 917 Zeline Ave. NE Valdese  
 Phone Number (Home) 828-443-6224 (Work) \_\_\_\_\_  
 (cell) same (email) kmjfred@charter.net  
 Employer Retired Presbyterian Pastor Occupation Waldensian until 2021  
 Are you a registered voter living in Valdese? ✓  
 How long have you been a Valdese resident? 15 yrs Have you been convicted of a felony? NO  
 Have you ever run for an elective office? NO If so, where and for what office?

Do you have any close relatives who is employed by the Board? NO

Why do you want to serve on the board? To assist with the housing needs of low income residents of Valdese and to provide administrative assistance to the town

What qualifications do you have that would make you an asset to the Valdese Housing

Authority? I have served as a pastor of medium size and large Presbyterian Churches for 35 years. A lot of volunteer board membership & chairmanship

What issues would you like to see the Board address? Upkeep of current properties, safe and livable housing for local residents

# Prior Public Service

Board/Commission/Civic	From	To
<del>Chair</del> Child & Family Service Board Co-Term	1992	1999
Rotary Club of Valdese	2002	present
Chair of Burke United Christian Church	2010	2018
Bo. of Trustees Warren Wilson College	2003 2018	2009 and present
Presiding WNC - Guatemala Partnership	2018	present
NAACP - Chair Religion Affairs Com.	2021	present

Comments

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Date Sept 14 2022 Signature Ken E. Fredrick

**This application and all the information contained in it shall be a public record.**

Please fill out the form completely and return it to Kyle Warlick at Valdese Housing Authority. If you have any questions please call 828-874-0098.

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER  
OF THE VALDESE HOUSING AUTHORITY**

WHEREAS, The Valdese Housing Authority has heretofore been duly organized pursuant to the North Carolina Housing Authorities Law, as amended, and

WHEREAS, the term of **Ms. Patricia Garrou** as a Commissioner will expire on October 31, 2025,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Rev. Kevin Frederick** to serve as a Commissioner for the term, ending October 31, 2025.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the Town of Valdese, and caused the official seal of the Town of Valdese to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

(Seal)

Attest:

\_\_\_\_\_  
Town Clerk

**CERTIFICATE OF TOWN CLERK**

I, hereby certify that the above and foregoing is true and correct copy of the Certificate of Appointment of the Commissioner of the Valdese Housing Authority of Valdese, North Carolina, filed in the office of the Town Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Town Clerk

# OUR VISION

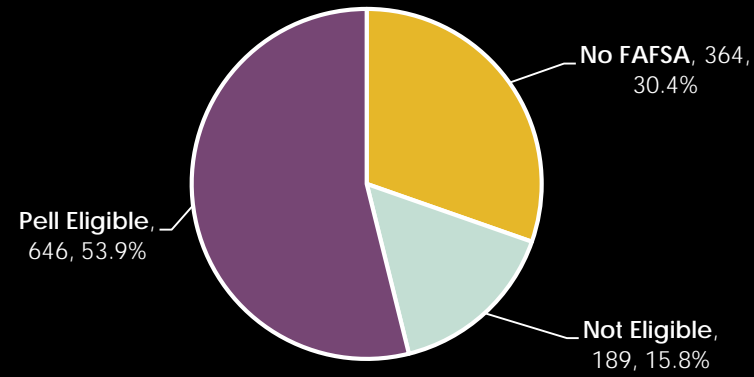
Western Piedmont Community College is a transformational institution that empowers all students to achieve success.

**SUCCESS**





2021 Pell Eligibility  
Excluding CTE/CCP/BMC



20% in Poverty

22%  
Disconnected  
Youth (16-24)

# STRATEGIC PLAN



***Equitable Access  
and Success***

***Completion  
and Transfer***

***Learning  
Outcomes***

***Post-Graduate  
Outcomes***

## GOAL

**WPCC will develop and demonstrate a Culture of Caring for our students and community**

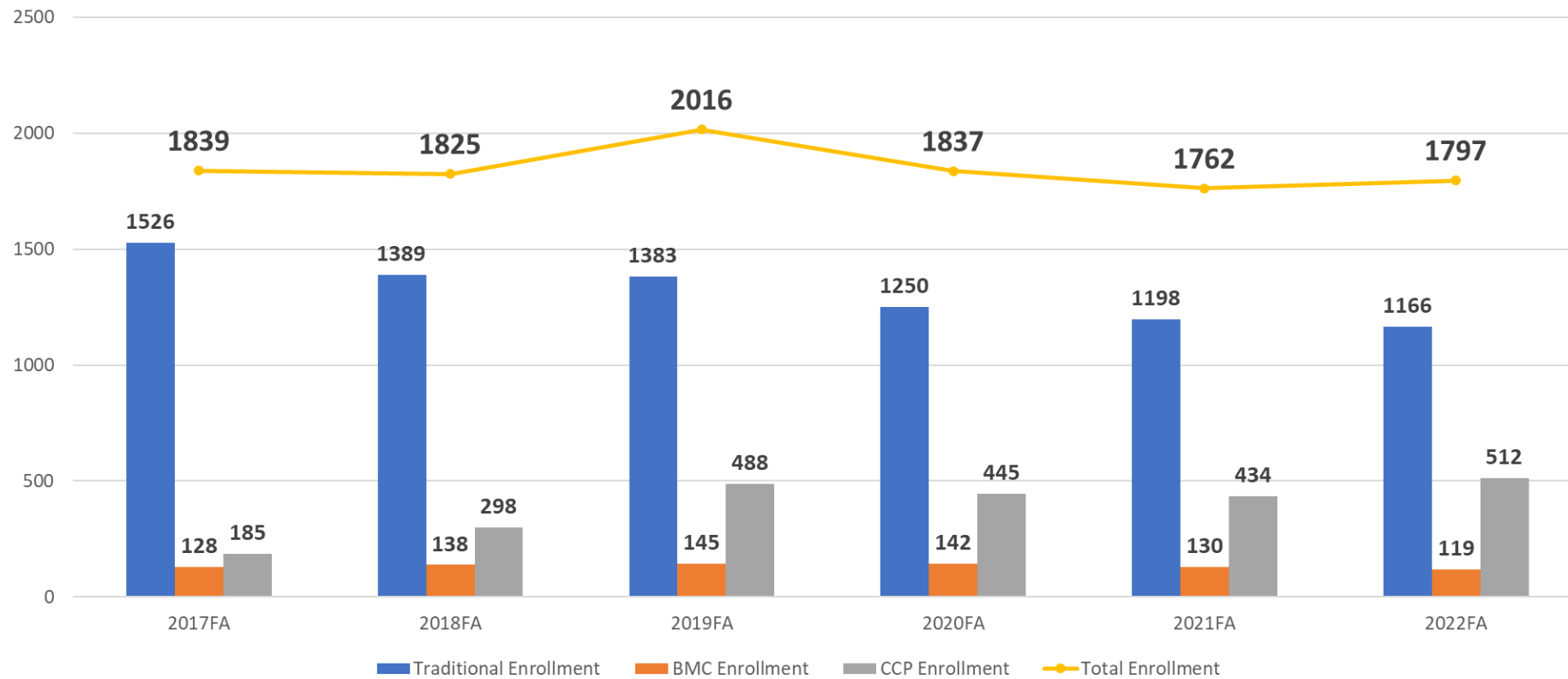
By 2025, 90% of student feedback will state that faculty and staff care about their success

Enrollment of underrepresented groups in all programs will increase 20% by 2025.



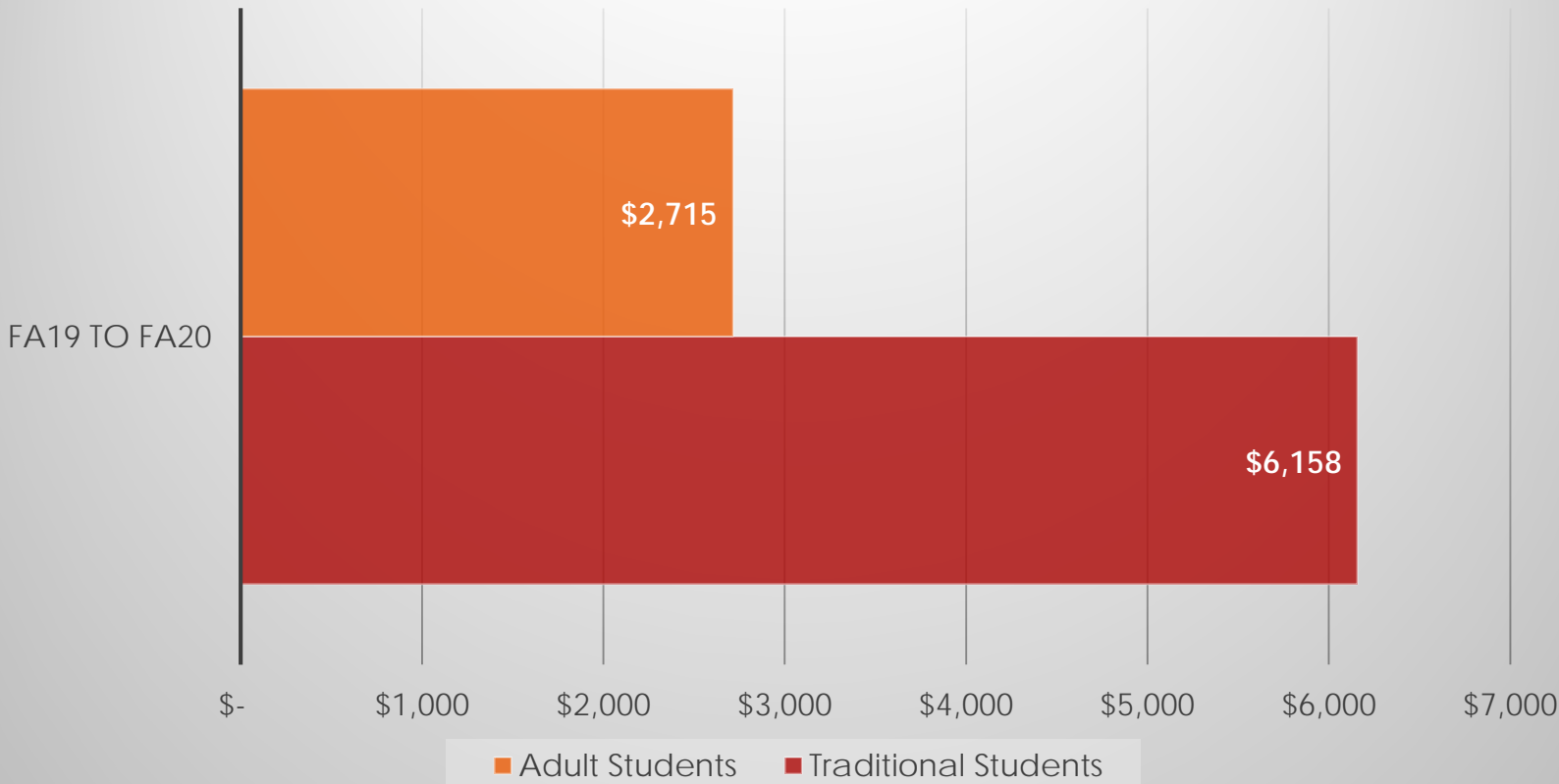


## Historical Fall Curriculum Headcount





## Adjust Gross Income for Returning Students is Higher than Non-Returning Students



71% of students received support (Normal year)

Percentage has been higher during Covid

Pell	\$2.7M	721 Students
CARES ACT Funding	\$2.1M	1502 Students
NC Longleaf Commitment	\$ 83k	113 Students
WPCC Foundation Scholarships	\$ 62k	58 Students
Pioneer Promise	\$ 46k	91 Students
Outside Scholarships	\$ 75k	57 Students
GEER (Continuing Education	\$ 44.5k	96 Students
Other Support	\$ 556k	1094 Students
Private Loans	\$ 69k	11 Students

## GOAL

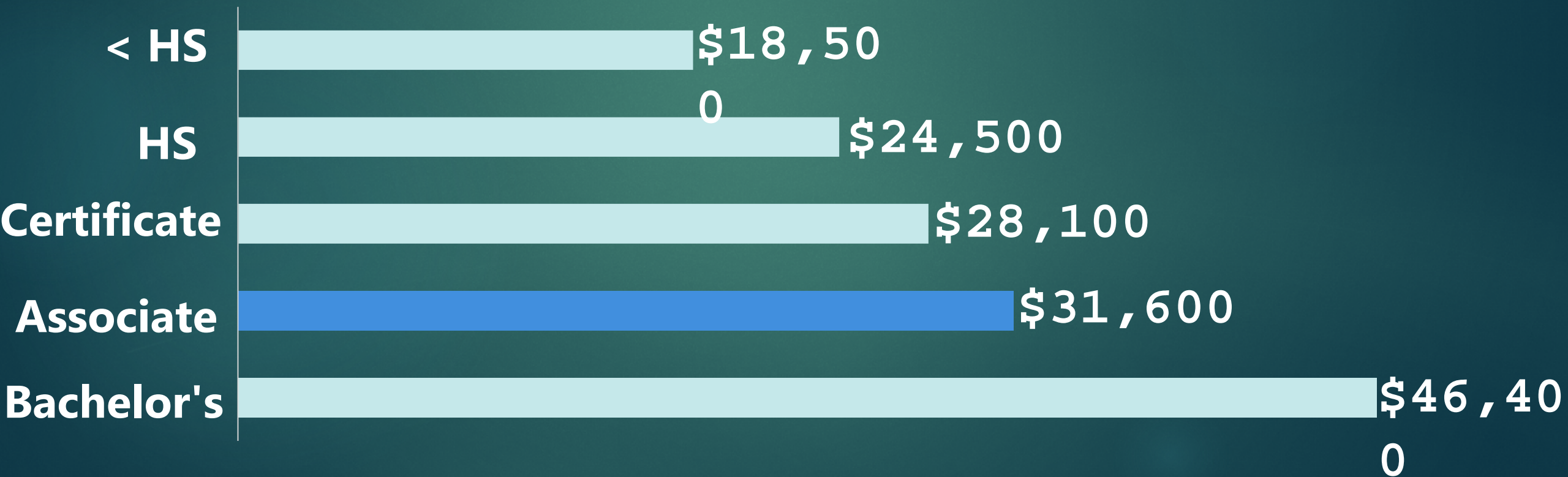
Graduates will exhibit high rates of employment and earnings.

By 2023, WPCC will develop an advising strategy for students that provides realistic information about earning potential in their chosen field.



## Burke County

### AVERAGE EARNINGS BY EDUCATION LEVEL



GET STARTED NOW! | BUILD YOUR FUTURE



CONSTRUCTION TRADES CENTER  
COMING FALL 2023



# QUESTIONS





# Valdese Ward Redistricting Project, 2022

Taylor Dellinger

Valdese Town Council Meeting, October 3, 2022

# What is Redistricting?

- Census happens every 10 years with the goal of counting every person/resident in the United States.
- Redistricting is a process to redraw electoral districts to balance the population in each district following the national Census.
- Many local district lines such as city councils & school boards are redrawn using decennial Census data.
- In Valdese, each of the 5 Wards have one person that lives in that ward elected to Town Council, eligible voters in Valdese vote for all council members (and the Mayor).

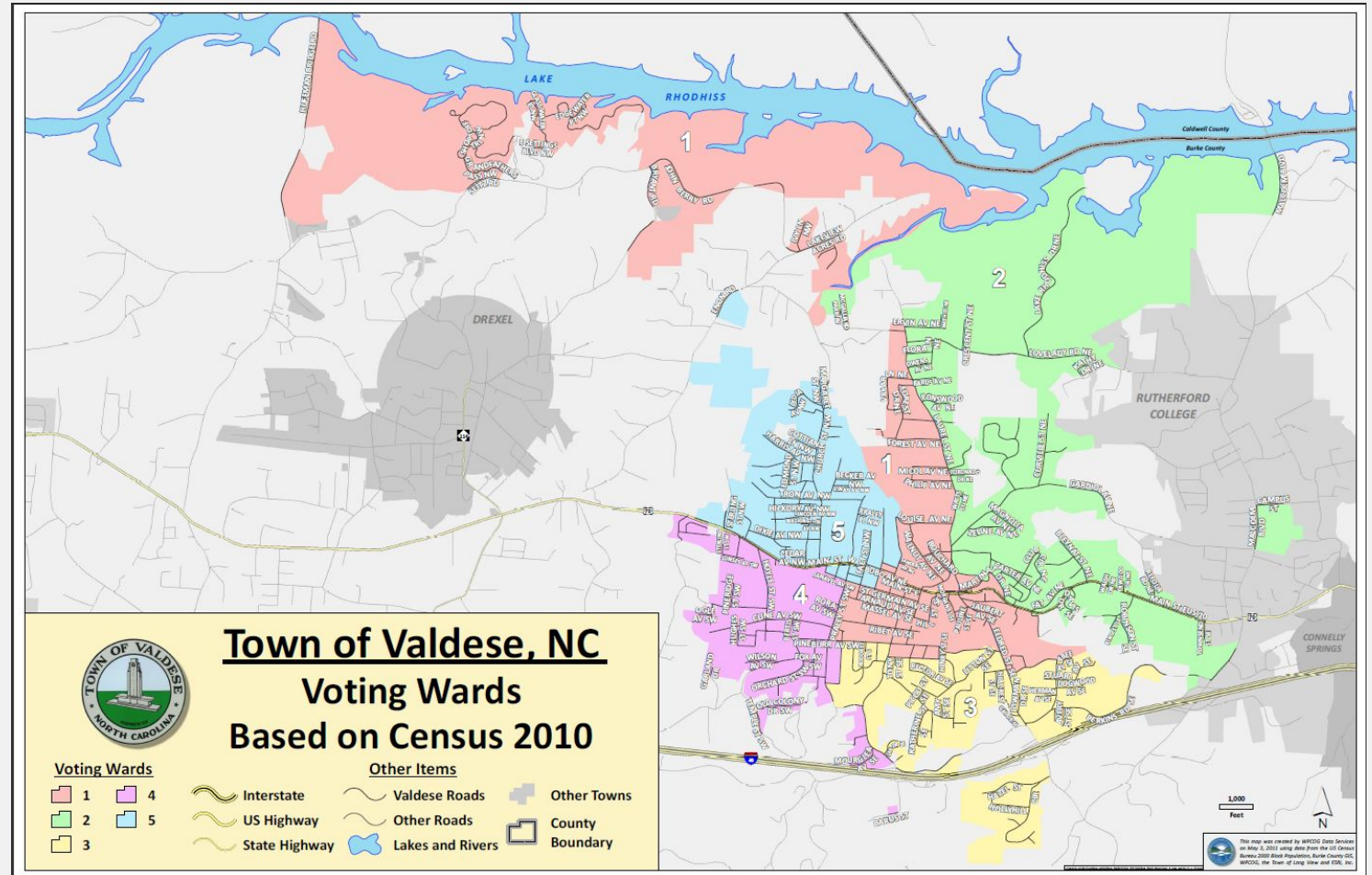
# Project Timeline

- Late August 2022
  - Data acquisition for new Ward analysis
  - Draw new Ward district lines
  - Generate demographic data for the new Ward districts
- September 2022
  - Generate maps for the new Ward districts
  - Review maps and data
- October 2022
  - Present new Ward analysis results at Valdese Council Meeting
  - Print redistricting materials for Valdese and Burke County Board of Elections

# Data Acquisition and Analysis

Data used for analysis:

- 2020 Census Block population information from the US Census Bureau
- 2020 Census Block boundaries
- Valdese current Ward boundaries



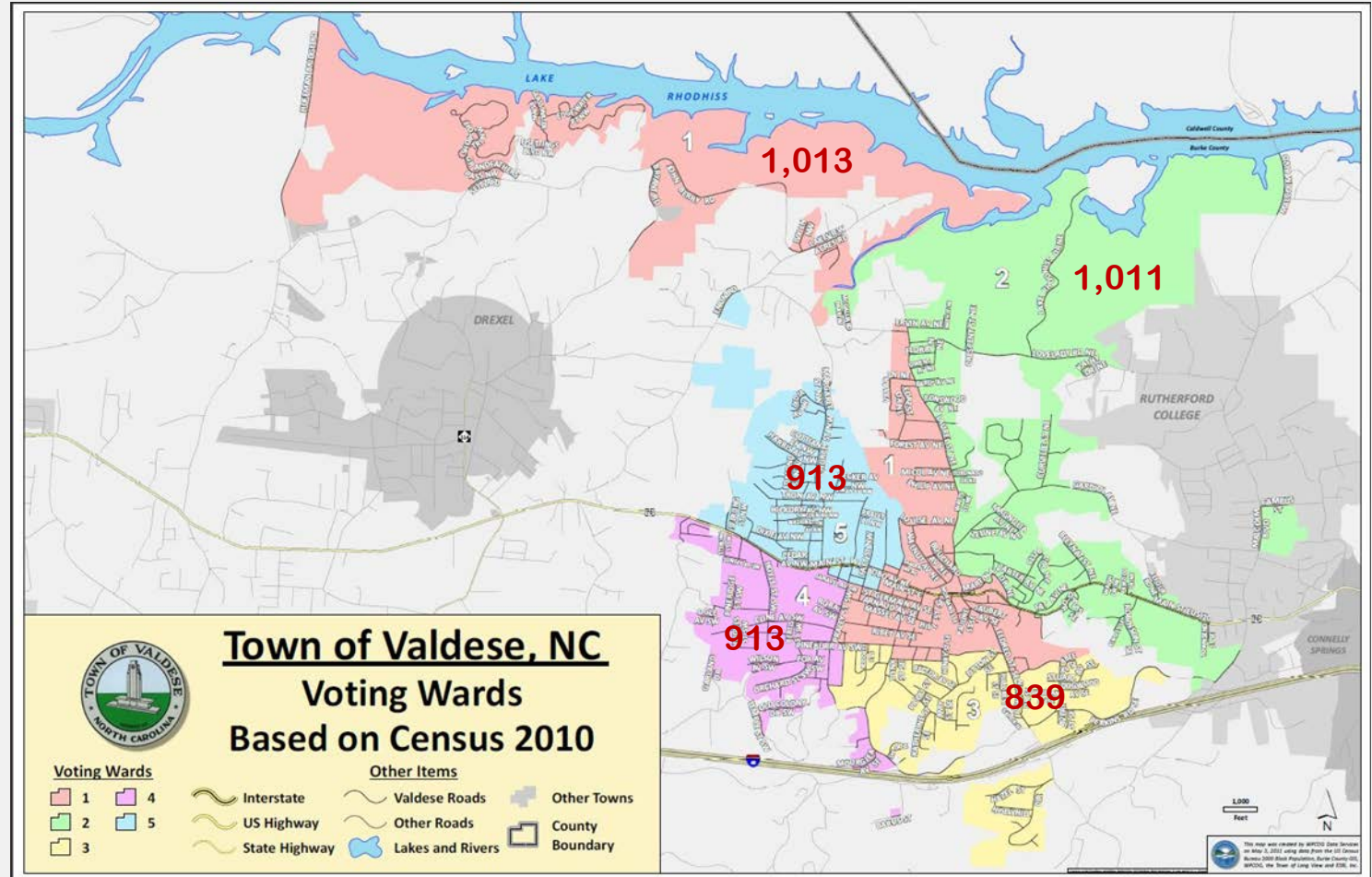
# Data Acquisition and Analysis

- By State Statute, all newly drawn Wards in the Town of Valdese must be within 5% of the Town's 2020 Ward population average.
  - The average population size for a Valdese Ward based on 2020 Census results is 4,689 divided by 5 Wards equals 938 persons.
  - + or - 5% of the average ward population size is 891 and 985 persons.
    - -5% of average ward population calculation:  $938 * .95 = 891$
    - +5% of average ward population calculation:  $938 * 1.05 = 985$

**The new Ward populations after redistricting have to represent between 891 and 985 persons.**

# Ward Population Before Redistricting

Wards	Ward Population (2020 Census)
Ward 1	1,013
Ward 2	1,011
Ward 3	839
Ward 4	913
Ward 5	913
<b>Total</b>	<b>4,689</b>



# Data Analysis (Methodology)

- The population of Wards 1 (1,013) and 2 (1,011) exceed the maximum number of persons allowed in the Ward (985)
- The population of Ward 3 (839) is less than the minimum number of persons allowed in the Ward (891)
- Ward 2 must give population to Ward 1, since it only borders Ward 1
- Ward 1 must give population to Wards 3, 4 and 5
- Keep current Ward members in their Ward
- Try to keep changes to a minimum
- Try to keep Ward population as close to the 2020 Population Average (938 persons) as possible

# Recommendation Part 1

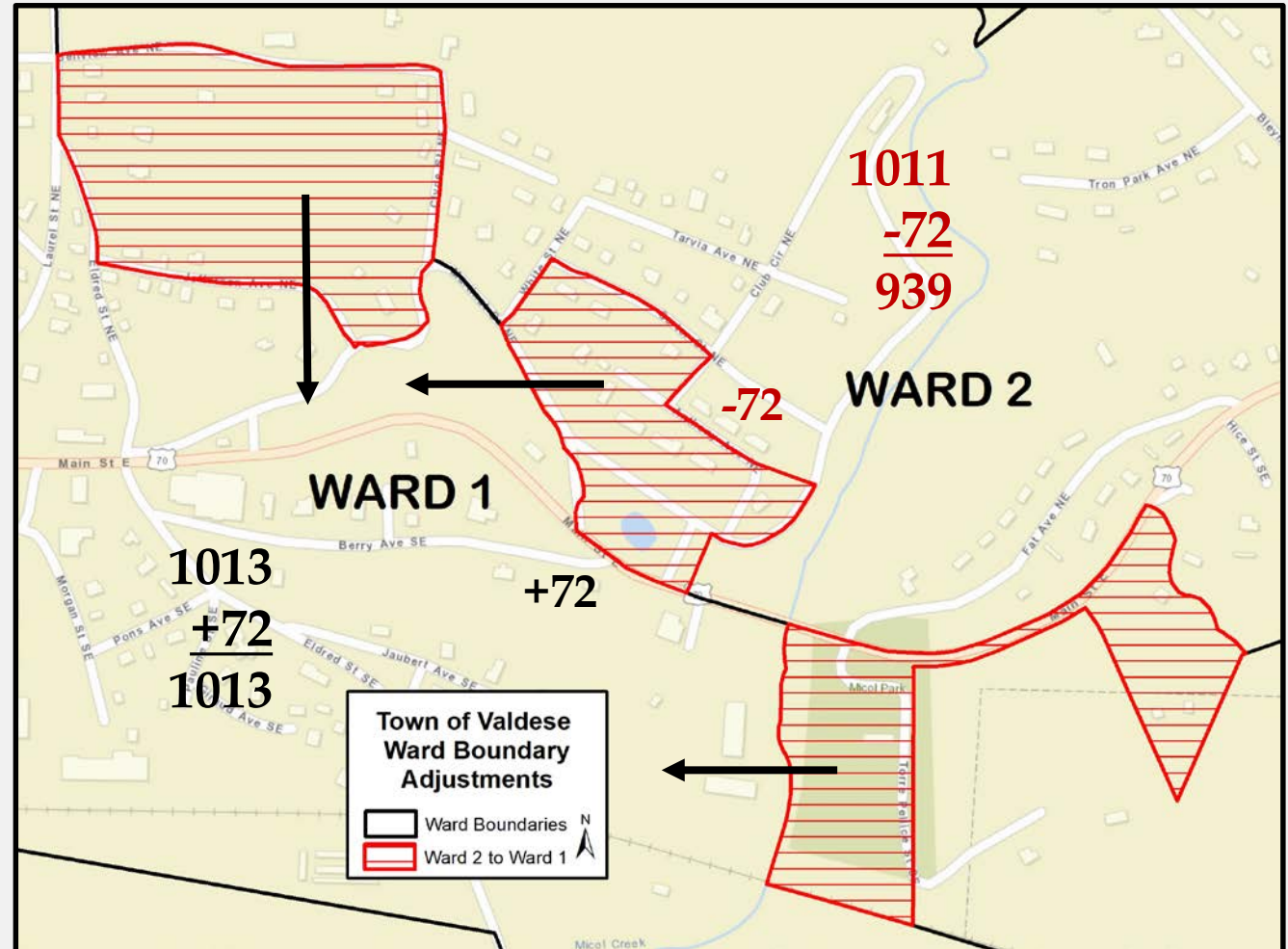
Action: Move 72 persons from Ward 2 to Ward 1 (Red area on map).

Result:

Ward 2 population decreases to 939

Ward 1 population increases to 1,085

**New Ward 2 population of 939 is +1 from the average ward population of 938, which is a +0.1% difference from the average ward population.**



# Recommendation Part 2

Actions: Move 100 people from Ward 3 to Ward 1, Move 26 people from Ward 1 to Ward 4, and move 15 people from Ward 1 to Ward 5 (Red Areas on Map).

Results:

Ward 1 population decreases to 944

Ward 3 population increases to 939

Ward 4 population increases to 939

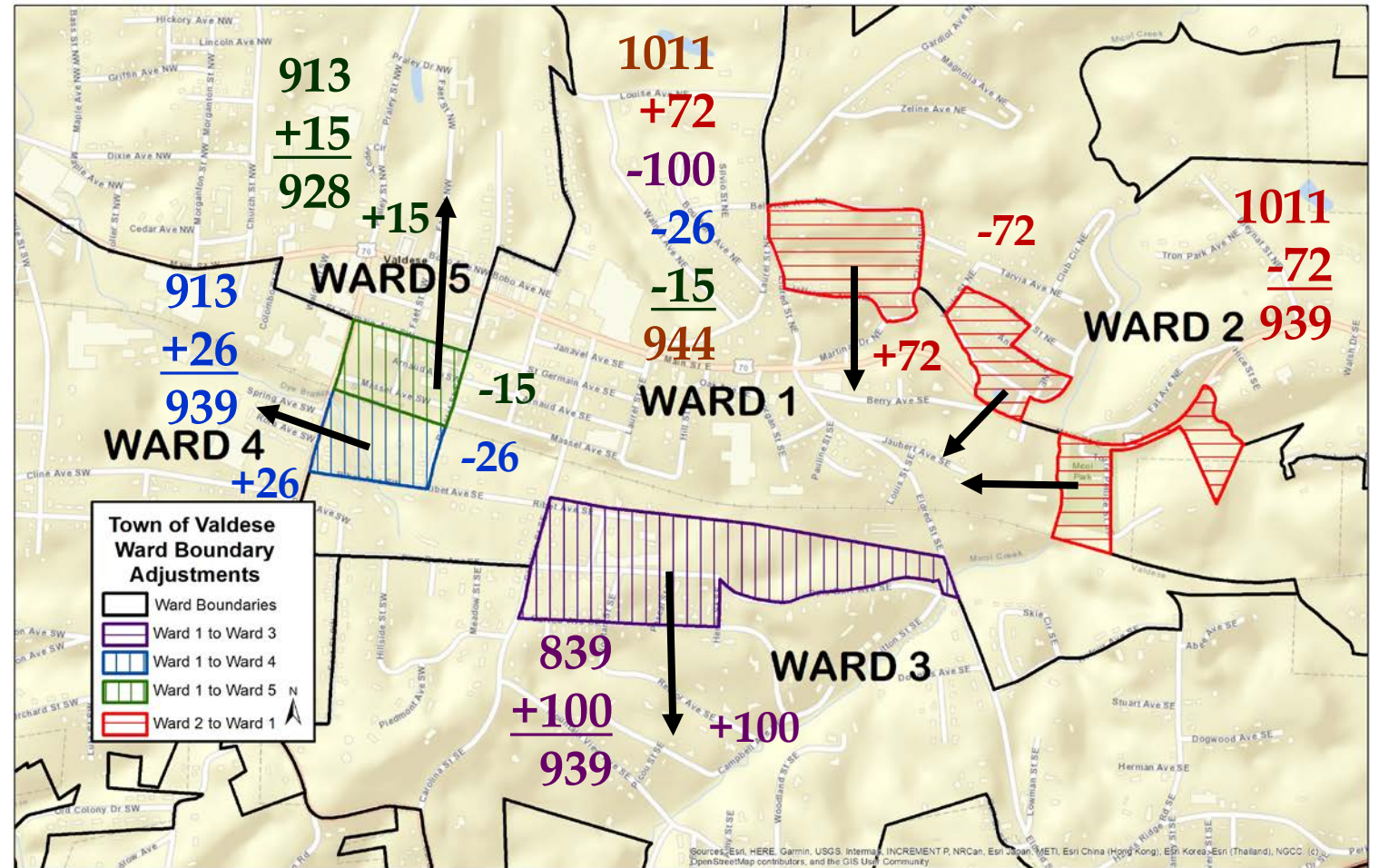
Ward 5 population increases to 928

New Ward 1 population of 944 is +6 from the average ward population of 938, which is a -0.8% difference from the average ward population.

New Ward 3 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

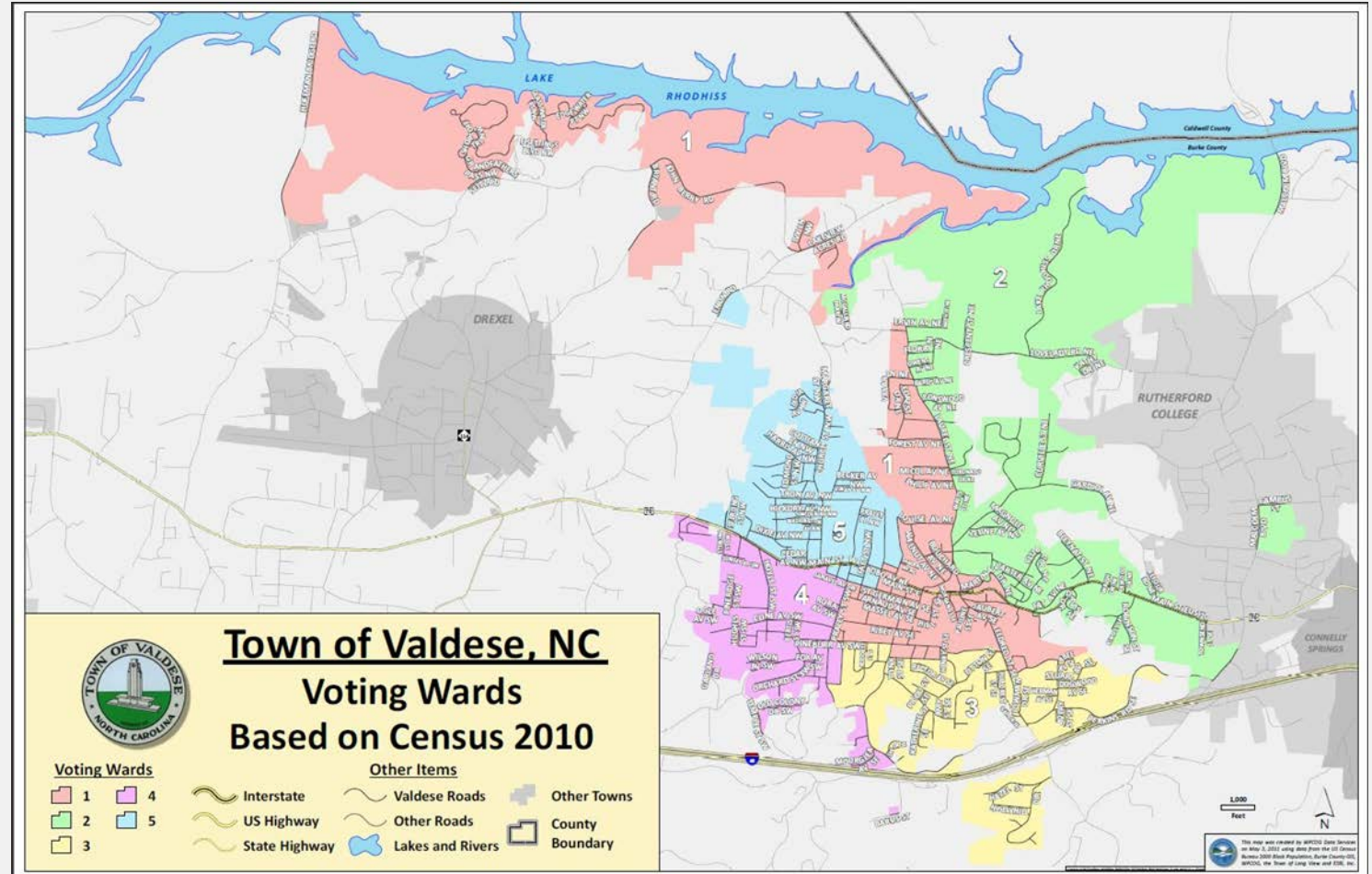
New Ward 4 population of 939 is +1 from the average ward population of 938, which is a 0.1% difference from the average ward population.

New Ward 5 population of 928 is -11 from the average ward population of 938, which is a -1.1% difference from the average ward population.



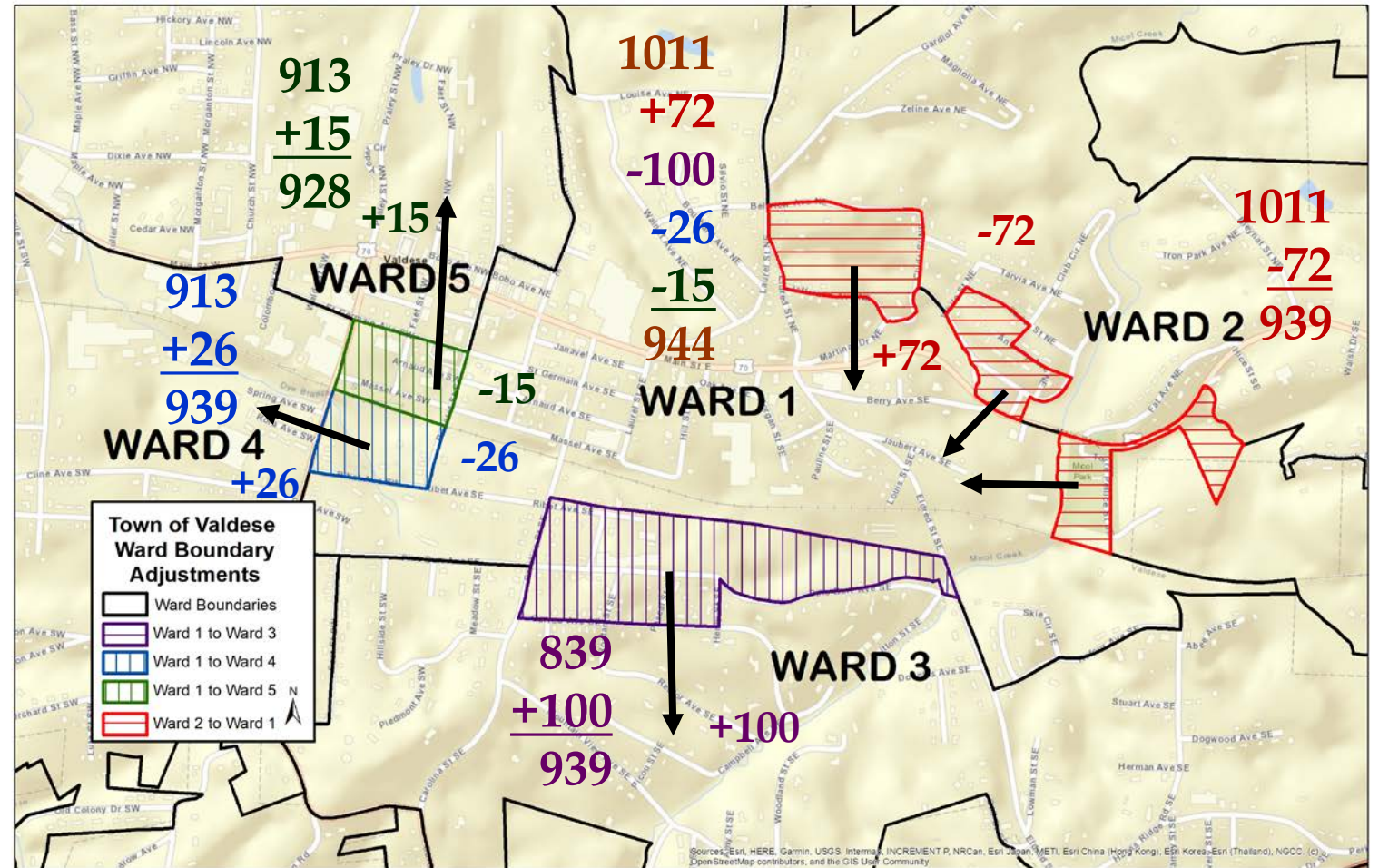
# Analysis Results – Current Wards

- **Current Ward Boundaries**
- **2022 Ward Redistricting Recommendations based on 2020 Block Group Populations**
- **New Ward Boundaries**



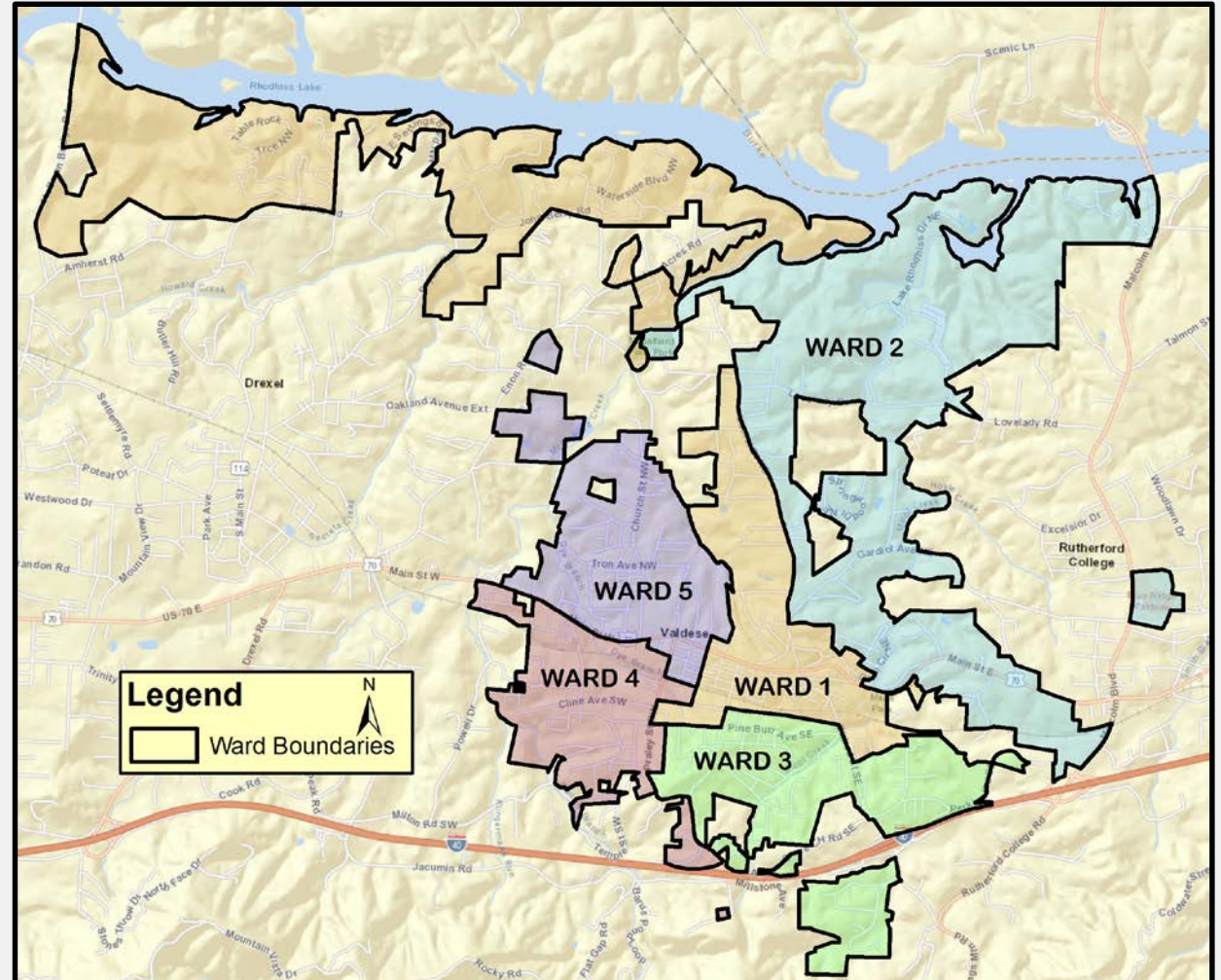
# Analysis Results - Recommendations

- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries



# Analysis Results – New Wards

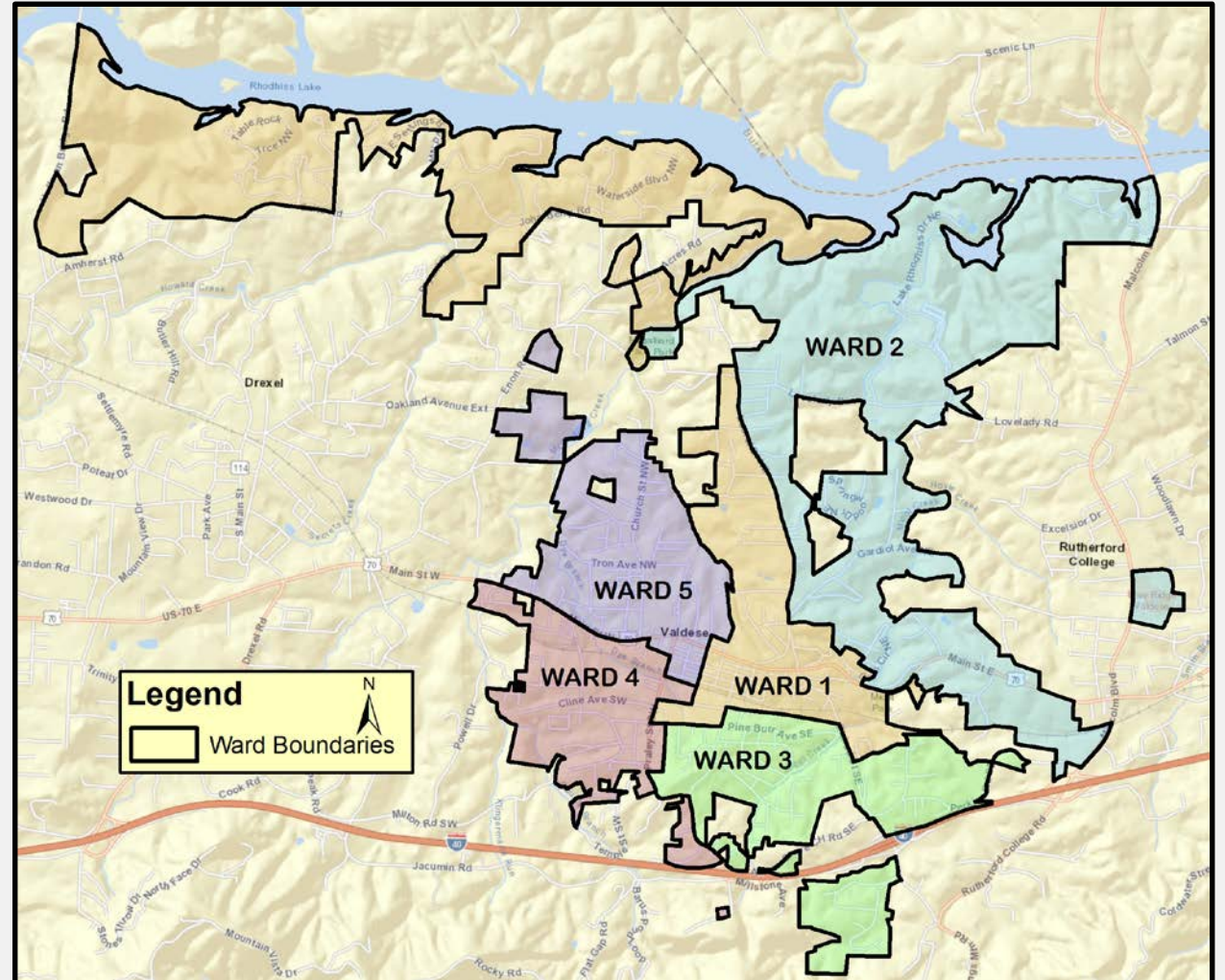
- Current Ward Boundaries
- 2022 Ward Redistricting Recommendations based on 2020 Block Group Populations
- New Ward Boundaries

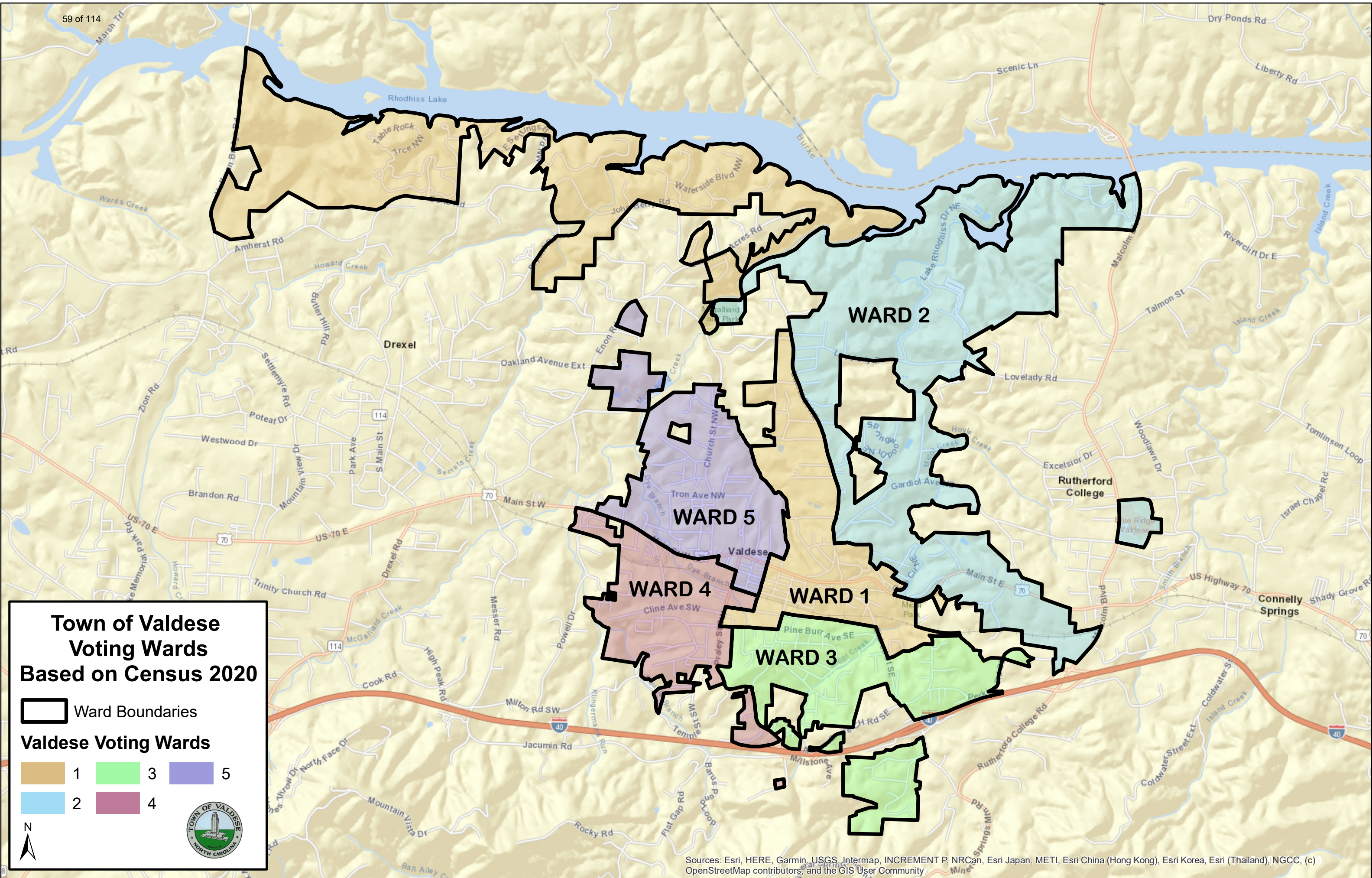


# Analysis Results – New Ward Populations

Wards	New Ward Population (Census 2020) After Redistricting	% Difference from Average Ward Population*
Ward 1	944	0.6%
Ward 2	939	0.1%
Ward 3	939	0.1%
Ward 4	939	0.1%
Ward 5	928	-1.1%
Total	4,689	(x)

\*State Law requires that the population of each ward must be + or - 5% of the average ward size of 938.





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Jack W. Moss/ Chief of Police  
**Date:** 09/30/22  
**Agenda:** 10/04/2022

**REQUEST**

Approve the proposed vagrancy ordinance as presented.

**BACKGROUND**

The Town of Valdese has experienced an increased presence of homeless individuals camping and sleeping at or near public areas and business. The proposed ordinance will provide our law enforcement officers with the tools needed to help resolve this issue.

**ANALYSIS**

Our current ordinances do not have any sections pertaining to or restricting vagrancy and loitering.

**RECOMMENDATION**

Staff recommends approval new ordinance as presented.

**BUDGET ANALYSIS:*****Budgetary Action***

Is a Budget Amendment required?

Yes

No

XX

# VAGRANCY ORDINANCE 2022



1. The Town of Valdese is experiencing an increased presence of homeless persons.
2. Valdese Police Department has received several calls concerning campsites and subjects sleeping at or near town-owned properties.
3. The Valdese Police Department receives daily calls of subjects loitering and panhandling at our local businesses.
4. We have removed four campsites as of this date.
5. Our Officers offer homeless individuals information on area resources that they can take advantage of, but many refuse help.
6. Several communities in our area have passed vagrancy legislation.
7. The proposed vagrancy ordinance addresses loitering, camping, sleeping, and panhandling in our public spaces and businesses.

# CAMP OR CAMPING

Is the use of town property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on town property for living accommodation purposes.



## *TEMPORARY SHELTER*

Any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.



# TENTS, TEMPORARY SHELTERS OR OTHER CAMPING GEAR

Is prohibited on town property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on town property unless expressly permitted to do so in writing by the town manager or his designee.



The violator may be charged with a misdemeanor punishable in accordance with the provisions of N.C.G.S. 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.

Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.

This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.



# ► Questions:



**TOWN OF VALDESE ORDINANCE NO. 22-\_\_\_\_\_**

**RESOLUTION ADOPTING AN ORDINANCE PROHIBITING CAMPING AND  
UNAUTHORIZED USE OF TOWN PROPERTY AND FACILITIES AND  
REGULATING PUBLIC SOLICITATION AND BEGGING**

WHEREAS, the Town of Valdese has significant governmental interest in protecting the health, safety and welfare of its employees, customers, and the general public and in preserving the public order; and

WHEREAS, the Town may, pursuant to G.S. 160A-174, adopt an ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of the public; and

WHEREAS, the Town has a significant governmental interest in maintaining the aesthetics, cleanliness and proper sanitation of Town-owned property; and

WHEREAS, the Town has a significant governmental interest in maintaining the safety of people who use Town-owned property and in reducing the risk of liability arising from the use by anyone of Town-owned property; and

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE  
TOWN OF VALDESE, THAT:**

**SECTION 1: AMENDED PROVISIONS.**

**Section 8-12001 Camping and unauthorized use of town property.**

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
  - a. *Camp* or *Camping* means the use of Town Property for living accommodation purposes such as sleeping, or making preparations to sleep (including the laying down of bedding for the purposes of sleeping), or storing personal belongings, or placing any tent or a temporary shelter on Town Property for living accommodation purposes.
  - b. *Temporary Shelter* means any tent, any tarp, or any type of structure or cover that provides complete or partial shelter from the elements.
  - c. *Town Property* means any parcel of real property owned by the Town of Valdese, including property located within public right-of-ways and sidewalks.

## 2. *Prohibited Activity.*

- a. Unless otherwise expressly permitted in writing by the Town Manager or his/her designee, it is unlawful for any person to camp on any Town Property including property located within public rights-of-way and sidewalks.
- b. Tents, temporary shelters or other camping gear are prohibited on Town Property regardless of whether the tents are occupied and/or contain bedding or camping gear, except in locations designated in writing for camping and permitted for such activity. It is unlawful for any person to place or leave any tent, any temporary shelter, or any bedding on Town Property unless expressly permitted to do so in writing by the Town Manager or his designee.
- c. It is unlawful for any person to light or use a campfire or bonfire on Town property, unless specifically authorized by written permit to do so.
- d. It is unlawful to hang, fasten, or attach any rope, wire, chain, sign, banner, or electrical device or power cord to any Town Property, including buildings, bridges, overpasses, vehicles, construction equipment, memorials, utility poles or artwork unless express permission has been granted in writing by the Town Manager or his/her designee.

## 3. *Enforcement and penalties.*

- a. Camping on Town Property, including property located within public right-of-ways and sidewalks, is a public nuisance. Anyone camping, attempting to camp, or placing any tent or temporary shelter on Town Property in making preparations to sleep, or store personal belongings without written permission to do so, shall be directed by any duly sworn law enforcement officer or Town employee having authority to do so to cease such activity and to remove any camping gear or personal belongings from Town Property. Any duly sworn law enforcement officer or Town employee may summarily remove any tent, temporary shelter, bedding or personal belongings from Town Property.
- b. Lighting or using a campfire or bonfire on Town Property poses a potential danger to the public and unless permitted to do so, any person lighting or using a bonfire on Town Property shall be directed to stop, to extinguish any burning material, and to remove same once that can be safely done. Any duly sworn law enforcement office or Town employee may summarily extinguish any burning material.
- c. Upon violation of any provision of this Ordinance, violators are subject to one or more of the following enforcement actions:
  - i. Duly sworn law enforcement officers with jurisdiction within the Town of Valdese shall have the duty and responsibility to enforce this Ordinance by charging the violator with a misdemeanor and shall also be empowered to

issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated. Town employees and others designated in writing by the Town Manager shall have the authority to issue citations for civil penalties when in their judgment any provision of the Ordinance has been violated.

- ii. The violator may be charged with a misdemeanor punishable in accordance with the provisions of G.S. § 14-4 with a fine of up to five hundred dollars (\$500.00) or any other sanctions allowed by law.
- iii. Each such person receiving a citation for a civil penalty is subject to a civil penalty of two hundred fifty dollars (\$250.00) per day which may be collected by civil action in the nature of debt if not paid within seventy-two hours after being issued.
- iv. This Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction.

#### **Section 8-12002 Public solicitation and begging regulated.**

1. *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
  - a. *Accosting* means approaching or speaking to someone in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession.
  - b. *After dark* means from one half hour after sunset until one half hour before sunrise. The times of sunset and sunrise will be established by the times listed in The News Herald or another publication of similar distribution.
  - c. *Beg, solicit or panhandle* includes, without limitation, use of the spoken, written, or printed word, or other acts as are conducted in the furtherance of the purpose of immediately collecting contributions for the use of oneself or others. As used in this ordinance, the word "solicit," and its forms, includes begging and panhandling.
  - d. *Financial institution* means a bank, trust company, savings and loan association, credit union, check-cashing business or other entity principally engaged in the business of lending money or receiving or soliciting money on deposit.
  - e. *Forcing oneself upon the company of another* means:
    - i. Continuing to solicit in close proximity to the person addressed after the person to whom the solicitation is directed has made a negative response,

either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;

ii. Blocking the passage of the person solicited; or

iii. Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.

2. *Prohibited acts.* It shall be unlawful for any person to beg, solicit or panhandle on a public sidewalk, public right of way or within a public park owned by the city:

a. By accosting another, or by forcing oneself upon the company of another;

b. Within 20 feet of the entrance to any financial institution or any automated teller machine, regardless of whether or not such automated teller machine is located at or near a financial institution;

c. Within 20 feet of any outdoor dining area or outdoor merchandise area, provided such areas are in active use at the time;

d. Within 20 feet of any transit stop or taxi stand;

e. While the person being solicited is standing in line waiting to be admitted to a commercial establishment;

f. By touching the person being solicited without that person's consent; or

g. After dark by means of verbal communication.

3. *Public transportation vehicle.* It shall be unlawful for any person to beg, solicit or panhandle on a public transportation vehicle.

4. *Penalty.* Any person who violates any of the provisions of this section shall be guilty of a misdemeanor as provided in G.S. § 14-4 and, upon conviction, shall be subject to a maximum fine of \$500.00, or imprisonment, or both.

## **SECTION 2: SEVERABILITY.**

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

## **SECTION 3: REPEALED.**

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

**SECTION 4: EFFECTIVE DATE.**

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

\_\_\_\_\_  
Jessica Lail, Town Clerk

# WAYNE OWENS RENOVATIONS

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TOWN OF VALDESE TOWN COUNCIL MEETING

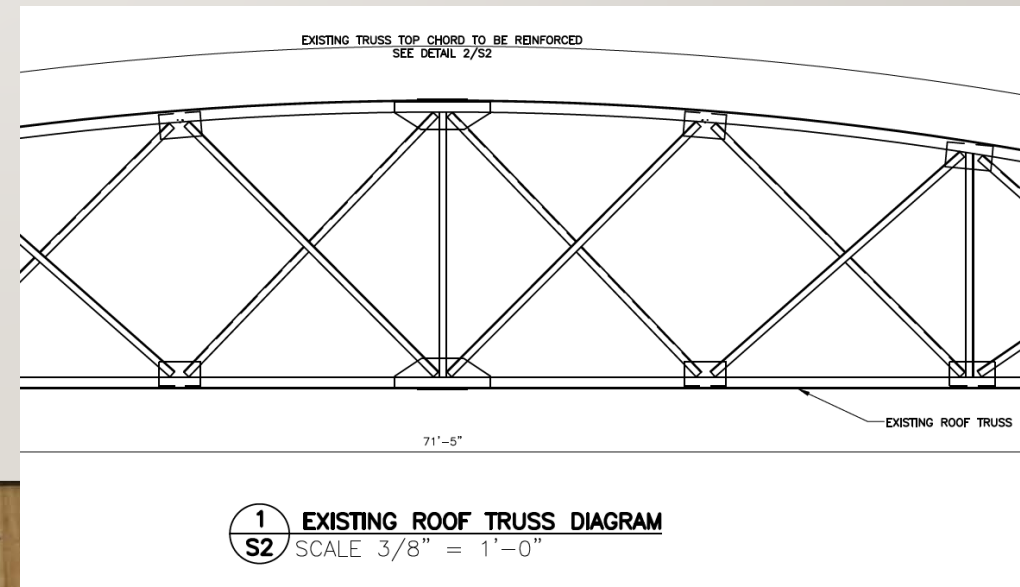
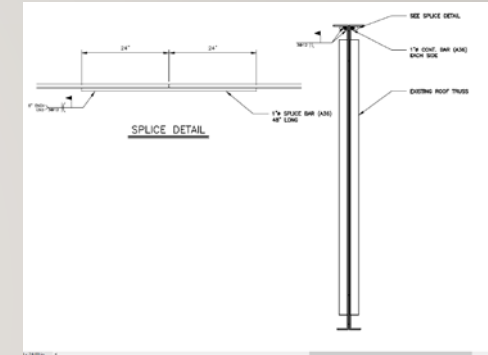
OCTOBER 3, 2022



# WAYNE OWENS GYMNASIUM RENOVATIONS

## TRUSS REINFORCEMENT

- Taylor and Viola Structural Engineers:
  - Existing ceiling trusses can't support additional weight
  - Completed plan to strengthen supports using 1" steel rods
- Richard's Welding and Repair: \$17,781.00



## Valdese Town Council Meeting

Monday, October 3, 2022

## Capital Project Ordinance Amendment # 2-37

Subject: Community Center Gymnasium Renovation

Description: This amends the project ordinance from November 2021 to allow for the additional cost of truss reinforcement per structural engineers Taylor and Viola to accommodate the additional load of basketball goals.

## Proposed Action:

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

## Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
37.3970.004	Transfer from General Fund Balance		17,781
Total		\$0	\$17,781

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
37.6200.150	Renovations	17,781	
Total		\$17,781	\$0

## Section II:

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

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Bo Weichel, Assistant Town Manager  
**Date:** October 3, 2022  
**Re:** Community Center Renovations

**REQUEST**

To award the construction contract with Moss-Marlow Building Co, Inc.

**BACKGROUND**

In conjunction with the Gymnasium Renovation project at the Community Center, the Town solicited bids in July to renovate other areas of the facility that are heavily used by the public and need updates and/or repairs. A formal bidding process was followed per North Carolina General Statute 143-129.

A pre-bid walkthrough meeting was held on August 10<sup>th</sup> with all bidding contractors so they understood the complexity and scope of the project.

**ANALYSIS**

The Town received three bids with the lowest responsible, responsive bidder being Moss-Marlow as shown below. The accompanying bid document follows this memo.

CONTRACTOR	LUMP SUM BID
Houck Contracting	\$ 628,449
Moss-Marlow Building Co.	587,921
Wilkie Construction	607,780

In summary, the scope of work covered with this bid includes renovations to:

- Main Level
  - Lobby
  - Stairwell to Upper Floor
  - Stairwell to Lower Floor
  - Men's Restroom
  - Women's Restroom
- Lower Level
  - Women's Locker Area
  - Women's Toilet Area
  - Women's Shower Area
  - Men's Locker Area
  - Men's Toilet Area
  - Men's Shower Area
  - Lower Lobby and Corridor
  - Pool Office and Entry

The contractor will be provided a Notice to Proceed once the contract is approved. This notice will give the contractor 180 days to complete the renovations (April 2023).

**RECOMMENDATION**

Staff recommends for Council to award the contract to Moss-Marlow Building Co, Inc. in the amount of \$587,921.00

This project will be fully paid by Town funds. This will not require debt issuance.

# VALDESE COMMUNITY CENTER RENOVATIONS

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TOWN OF VALDESE TOWN COUNCIL MEETING

OCTOBER 3, 2022



# VALDESE COMMUNITY CENTER RENOVATIONS

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- Formal bid process in accordance with North Carolina General Statute 143-129
- Low Bid: Moss-Marlow Construction of Hickory: \$587,921

## SCOPE OF WORK

### Main Level

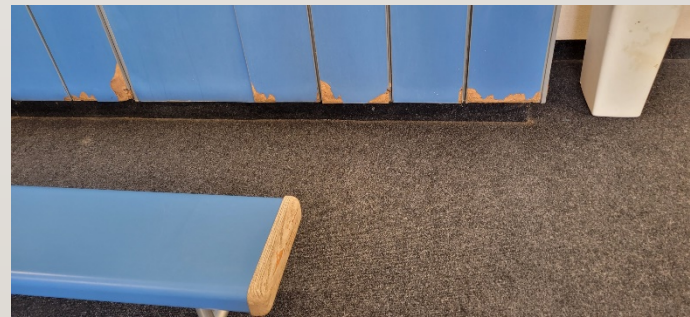
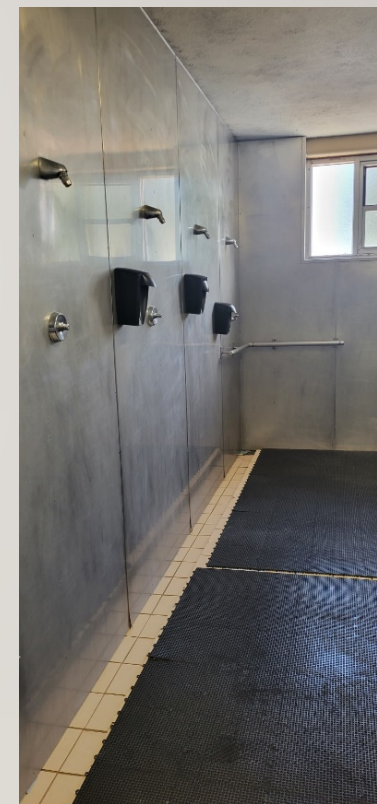
- Lobby
- Stairwell to Upper Floor
- Stairwell to Lower Floor
- Men's Restroom
- Women's Restroom

### Lower Level

- Women's Locker, Toilet, and Shower Area
- Men's Locker, Toilet, and Shower Area
- Lower Lobby and Corridor to Bowling Alley
- Pool Office and Entry

# VALDESE COMMUNITY CENTER RENOVATIONS

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## TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

### Valdeese Community Center Renovations

**22-100**

#### **SUBMIT SEALED BIDS TO:**

Bo Weichel, CFO  
PO Box 339  
Valdeese NC 28690  
[bweichel@valdesenc.gov](mailto:bweichel@valdesenc.gov)  
828.879.2123

#### **DIRECT INQUIRIES TO:**

David Andersen, Parks and Recreation Director  
[dandersen@valdesenc.gov](mailto:dandersen@valdesenc.gov)  
828.874.6733

Date bid advertised:

July 22, 2022

No Bids Received After  
Public Bid Opening:

**11:00 am      September 16, 2022**

**Valdeese Town Hall  
Community Room  
102 Massel Ave SW  
Valdeese, NC 28690**

#### **Project Summary**

Complete scope of work can be found on page 19 of this document.  
Contractors are encouraged to attend scheduled pre-bid / walkthrough to see the facility and more details.

In general, work consists of renovations to the main level lobby area to include new flooring; repair and painting walls, ceiling, and stairwell; restrooms; minor electrical; bottle fill station.

The lower level renovations include demolition of shower areas with new showers and air circulation; toilet areas; new flooring in toilet area and corridor; repair and paint walls and ceilings; minor electrical; plumbing.

## **Pre-Bid Meeting & Walkthrough**

Date :            Wednesday, August 10<sup>th</sup>, 2022

Time:            11:30 AM

Location:        Valdeese Parks and Recreation  
                      Community Center Facility  
                      312 Massel Ave SE  
                      Valdeese, NC 28690



# TOWN of VALDESE

## Invitation to Bid and Contract

Bid Number:

**Valdeese Community Center Renovations**

**22-100**

<u>Vendor Name:</u> Moss-Marlow Building Co., Inc.		<u>Point of Contact:</u> Todd Temple	
<u>Mailing Address:</u> PO Box 2423			
<u>Town:</u> Hickory	<u>State:</u> NC	<u>Zip:</u> 28603	
<u>Area Code and Phone Number:</u> 828-328-2333		<u>Email Address:</u> ttemple@mossmarlow.com	
<u>Federal Employer Identification Number or Social Security Number:</u> 56-2072352			

### THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: North Carolina  
STATE OF North Carolina COUNTY OF Catawba, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and Town officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - a. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
  - b. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - c. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the Town of Valdeese any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the Town of Valdeese, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

FIRM: Moss-Marlow Building Co., Inc.

ADDRESS: Hickory, NC 28602  
(Town, State, Zip)

PHONE: 828-328-2333

  
SIGNATURE OF AUTHORIZED AGENT  
Tracey Setzer, VP of Commercial Operations  
PRINT/TITLE NAME/TITLE

Subscribed & sworn before me this 14<sup>th</sup> day of Sept, 2022

  
Notary Public

My Commission Expires: 8/4/2024





**TOWN of VALDESE**  
**Invitation to Bid and Contract**

*Bid Number:*

**Valdeese Community Center Renovations**

**22-100**

***IMPORTANT INFORMATION AND INSTRUCTIONS***

**1. DOCUMENTS WITHIN THIS AGREEMENT:** The pages of this agreement consist of:

- a. Invitation and Bidder Information
- b. Important Information and Instructions
- c. General Conditions
- d. Special Conditions
- e. Affidavit of Prime Contractor
- f. Release and Waiver of Claims
- g. Asbestos Free Warranty
- h. Specifications/Description of Work to be Performed
- i. Bid Form, Bonding, & General Contract
- j. E-Verify Compliance Form

**1. SUBMIT ALL PAGES:** All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document with completed information.

**2. BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:**

- a. The name of the General Contractor
- b. The Project Title and Project Number
- c. Date and Location of bid opening

**3. BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT.**

**4. LIQUIDATED DAMAGES:** As discussed in further detail under General Conditions Item 40, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse the Town for liquidated damages.

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## TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

**Valdeese Community Center Renovations**

**22-100**

### *GENERAL CONDITIONS FOR BIDDING REQUIREMENT CONTRACTS WITH THE TOWN OF VALDESE*

**BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files (if available) which include copies of specifications, drawings, schedules or special instructions are on file with the Purchasing Agent for the Town of Valdeese and may be examined during normal business hours, or may be found on the Town's website (See Exhibit 'A' for further instruction).
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID," and explain the reason in the space provided thereon. Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the Purchasing Agent no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way so as to alert the Purchasing Agent of the urgency of the communication. The envelope must be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Agent, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of the Town and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
  - a. As the best interest of the Town may require, the right is reserved to:
    1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.



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2. Award based upon a geographical district basis with one or more vendors.
3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
  - b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by the Town and appropriate documents executed. The Town of Valdese reserves the right to add or delete any item from this contract when deemed to be in the best interests of the Town.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of the Town of Valdese and is fully executed by both parties.
9. **WAIVER:** The Town of Valdese reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of the Town.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Town shall make the final determination. Failure to notify the Town in writing of any deviation from the specifications within 7 calendar days may cause the agreement to be rejected and/or terminated without further compensation at the discretion of the Town.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the Town. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.
16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the Town. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with



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North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the Town of ValdeSe Purchasing Bidder/Vendor mailing list, and the Town may pursue any and all other remedies available either in equity or by law.

17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The Town accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
  - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
  - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by the Town, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the Town to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from the Town shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, the Town may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. The Town may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.
22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.



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23. **LIABILITY:** The Bidder/Vendor shall hold and save the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to the Town of Valdese, and shall not at any time be or represent itself as an agent or employee of the Town of Valdese.
25. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be F.O.B. Valdese, North Carolina at the indicated department's address and include packing, handling and shipping charges fully prepaid by the Vendor. Bid prices shall be valid for a minimum of sixty (45) days from the date of bid opening.
26. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/Vendors are to accept only those purchase orders issued by the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Finance Department forms, unless instructed otherwise in the Invitation to Bid or executed Contract Agreement.
27. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the Town of Valdese, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
28. **SUMMARY OF TOTAL SALES:** The Bidder/Vendor agrees to furnish the Town of Valdese Purchasing Division a summary of sales, including total dollar amount made under the contract at the end of each quarter; or as stipulated in the attached special conditions.
29. **PAYMENT:**
- INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the Town at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
  - REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The Town does not promise to purchase the quantity shown. The Town reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
  - DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices



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quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

- d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
30. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the Town and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
31. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of Town of Valdese's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of the Town of Valdese or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches..
32. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless the Town of Valdese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Town of Valdese. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
33. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to the Department of Housing and Urban Development and the Town of Valdese for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
34. **FACILITIES AND EQUIPMENT:** The Town reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
35. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, the Town shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of the Town under this contract to the time of such termination.
36. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of the Town.
37. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by the Town. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
38. **INSURANCE:** If insurance is required in the specifications to this Agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the Town showing the Town as an additional insured thereunder without cost to the Town of Valdese prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the bid package with the Certificate Holder being: *Town of Valdese, PO Box 339, Valdese NC 28690.*



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- a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the Town of Valdeese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
  - b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, the Town Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the Town of Valdeese, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Town.
  - c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and the Town against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with the Town.
39. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtaining material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and the Town Council's acceptance.
40. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to the Town the sum of \$250.00 per day, not as a penalty, but as compensation to the Town for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Town would in such event sustain.  
It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.
41. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to the Town of Valdeese. This amount will be retained by the Town as



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- damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement, but shall in no way act as a remedy or limitation on damages available to the Town, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to the Town of Valdeese. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
42. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affectation, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affectation, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
- b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
- c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by the Town. The Bidder/Vendor may be declared by the Town ineligible for further contracts with the Town until satisfactory proof of intent to comply is made by the Bidder/Vendor.
43. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
44. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).



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- a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half time his basic rate of pay for all hours worked in excess of 40 hours in such work week.
  - b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
  - c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
  - d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
  - e. **Questions Concerning Certain Federal Statutes and Regulations:** All questions arising under this contract which related to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said acts, or (d) the labor standards provisions of any other pertinent federal statute shall be referred through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this contract.
46. **APPLICABILITY OF FEDERAL REGULATIONS TO FEDERALLY FUNDED PROJECTS:** If it is indicated in the specifications to this Agreement that federal funding is used in the completion of this project, the following provisions shall apply in compliance with the regulations of the United States Department of Housing and Urban Development.
- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them for complying with the Part 135 Regulations.
  - c. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3



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- clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
  - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.
47. **REPORTING REQUIREMENTS:** The Contractor will provide such reports as required for submission to the Department of Housing and Urban Development pertaining to racial, gender, age and ethnic status of its employees for carrying out the work under this contract.
48. **ADVERTISING:** In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.
49. **TERMINATION FOR CONVENIENCE OF THE TOWN:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by the Town, in whole or in part, whenever it is determined to be in the best interest of the Town.
  - b. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.
50. **VENUE:** This contract shall be governed by the laws of the State of North Carolina.
51. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.
52. **DELIVERY OF NOTICES:** Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.
53. **SEVERABILITY:** If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.



## TOWN of VALDEESE Invitation to Bid and Contract

Bid Number:

### Valdeese Community Center Renovations

22-100

54. **PARTIAL PAYMENTS:** Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25<sup>th</sup> of the month. OWNER will make payment to the Contractor on or about the 25<sup>th</sup> of the following month.

55. **PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT):** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.



## TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

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### *SPECIAL CONDITIONS*

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and the Town. Any such requirement specifically set forth in any contract document between the bidder and the Town shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the Town. All construction and materials shall conform to the Town of Valdeese's Manual of Practice which includes the standard specifications and details.
3. **GUARANTEE:** Unless otherwise specified by the Town the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by the Town. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the Town. These repairs or replacements or adjustments shall be made only at such time as will be designated by the Town as least detrimental to the operation of the Town. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify affidavit is required to enter any contract with the Town of Valdeese.

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**TOWN of VALDESE**  
**Invitation to Bid and Contract**

Bid Number:

**Valdeese Community Center Renovations**

**22-100**

**AFFIDAVIT OF PRIME CONTRACTOR**  
**(STATUS OF SUBCONTRACTORS AND MATERIAL SUPPLIERS)**

We, Moss-Marlow Building Co., Inc., certify that to the best of our knowledge and belief, no claims or liens exist against any material suppliers or subcontractors who will furnish materials or labor on the above mentioned Project, or if any appear afterwards, we (as Contractor) shall save the Owner harmless on account thereof. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable Attorney's fee.

Sworn to and subscribed before me this 16<sup>th</sup> day of Sept, 2022.

Tracey Setzer  
 Signature

Tracey Setzer

Printed Name

Vice President of Commercial Operations

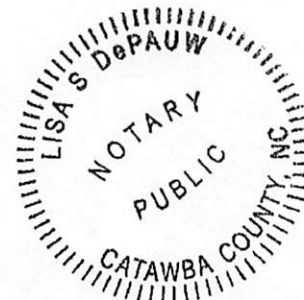
Title

9/16/2022  
 Date

Lisa S. DePAUW  
 Notary Public

9/16/2022  
 Date

SEAL:





**TOWN of VALDESE**  
**Invitation to Bid and Contract**

Bid Number:

**Valdese Community Center Renovations**

**22-100**

**RELEASE AND WAIVER OF CLAIMS AND CONSENT OF SURETY**

**PRIME CONTRACTOR**

On September 16, 2022 there personally appeared before me the undersigned authority in and for said County Catawba (County) and State of North Carolina (State) by the name of Tracey Setzer (Name), who is the Vice President of Commercial Operations (Title), for Moss-Marlow Building Co., Inc. (Company).

Who being duly sworn by me, states that all payrolls, material bills, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liabilities have been paid in full, incurred for use in the performance the above mentioned Project and waives any claims and releases the Town of Valdese from any rights or claims for debts due and owing by virtue of the furnishing of any material or supplies of any lien thereon.

Sworn to and subscribed before me this 16<sup>th</sup> day of Sept, 2022.

Tracey Setzer  
 Signature

Tracey Setzer

Printed Name

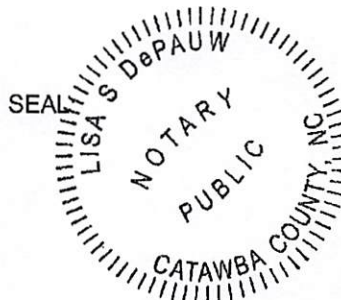
Vice President of Commercial Operations

Title

9/16/2022  
 Date

Lisa S. DePauw  
 Notary Public

9/16/2022  
 Date





# TOWN of VALDESE

## Invitation to Bid and Contract

Bid Number:

Valdeese Community Center Renovations

22-100

### ASBESTOS FREE WARRANTY

The undersigned Contractor hereby warrants that no asbestos-containing materials of any kind will be used in the above mentioned Project.

Sworn to and subscribed before me this 16th day of September, 2022.

Tracey Setzer  
Signature

Tracey Setzer

Printed Name

Vice President of Commercial Operations

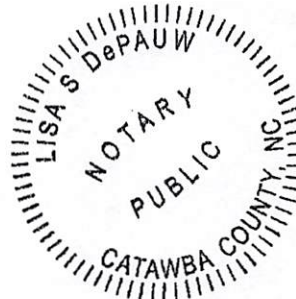
Title

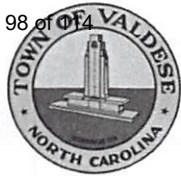
9/16/2022  
Date

Lisa S DePAUW  
Notary Public

9/16/2022  
Date

SEAL:





## TOWN of VALDEESE Invitation to Bid and Contract

Bid Number:

### Valdeese Community Center Renovations

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#### *SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED*

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of the Town and the manufacturer representative, at the prices and amounts shown.

#### **NOTICE TO PROCEED**

Bidder agrees to complete work on this project within **(180)** days of Notice to Proceed and to complete this project as specified.

#### **SCOPE**

##### Main Level - Lobby Area and Stairs

##### Section I : Lobby

1. Scrape, re-texture, and repaint 10' gypsum ceilings with orange peel texture
2. Remove and reinstall light fixtures to accommodate refinished ceiling
3. Patch existing plaster walls as required
4. Paint walls, wood base, ceilings, steel window frames, steel door frames at restrooms and gym entrance
5. Remove and replace flooring with luxury vinyl tile (LVT)
6. Remove existing ceiling hung electric unit heater, disconnect, and conduit
7. Install 16'x14" deep solid surface countertop with a 4" backsplash at 42" above floor level on South exterior wall
8. Install three (3) new electrical receptacles surface mounted in wire mould above the new countertop fed from existing receptacles located in the activity room above
9. Remove existing EWC, install new bottle filler union, rework electrical, patch plaster as required

##### Section II : Stairwell to Upper Floor (4x27")

1. Remove and replace twenty (20) 42" wide rubber stair treads
2. Paint walls, steel pickets, stringer, stair risers
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

##### Section III : Stairwell to Lower Floor (4'x20' upper flight and landing; 6'x20' lower flight and landing)

1. Remove and replace nineteen (19) 48" wide rubber stair treads
2. Paint existing brick walls, textured drywall ceilings, steel hand rails, stair treads
3. Stairwell landing remove and replace flooring with luxury vinyl tile (LVT)

##### Section IV : Men's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing



## TOWN of VALDESE

### Invitation to Bid and Contract

Bid Number:

#### Valdeese Community Center Renovations

**22-100**

##### Section V : Women's Restroom

1. Demolition of existing ceramic tile floor 6'x14', 60" ceramic tile wainscot, existing drywall, existing water closet, existing toilet accessories
2. Replace existing 2'-8" x 7'-0" wood door and hardware including closer, push/pull plates, thumb turn deadbolt, hinges, silencers
3. New moisture resistant drywall on all four walls; also allow for framing
4. 8' gypsum ceilings with orange peel texture- scrape and repaint
5. New 48" tall ceramic tile wainscot, new ceramic floor tile
6. Paint walls, ceiling, and new wood door
7. Relocate existing surface mounted wall heater to rear corner
8. Remove existing hand dryer and electrical
9. Remove and reinstall existing light fixtures to accommodate ceiling refinishing

#### Lower Level

##### Section VI : Women's Locker Area

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting exposed ceiling structure (9'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Relocate baby changing station from toilet area to locker area
8. Remove current water fountain and add fountain with bottle filler

##### Section VII : Women's Toilet Area

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting exposed ceiling structure (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install three (3) new flush valve toilets
10. Install one (1) new "Suitmate" swim suit water extractor in place of an existing lavatory
11. Install one (1) new circuit for the new swim suit water extractor
12. Replace toilet partitions and toilet accessories

##### Section VIII : Women's Shower Area

1. Remove shower partitions
2. Remove ceramic floor tile and setting bed
3. Remove Wall tile
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (8'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the five (5) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Install a dehumidifier/air vent system to minimize moisture



**TOWN of VALDESE**  
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**Section IX : Men's Locker Area**

1. Install Ecore Hydrogrip floor with 4" rubber base
2. Patch/refinish damaged texture ceiling as required
3. Painting existing CMU
4. Painting existing texture finish on ceilings (10'-0")
5. Remove carpet and base
6. Remove and replace lockers
7. Install one (1) new "Suitmate" swim suit water extractor tied into existing sink plumbing
8. Relocate baby changing station from toilet area to locker area
9. Remove current water fountain and add fountain with bottle filler

**Section X : Men's Toilet Area**

1. Remove Ceramic Tile and setting bed
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Patch/refinish damaged textured ceiling as required
4. Painting existing CMU
5. Painting existing texture finish ceiling (10'-0")
6. Remove existing sink fixtures
7. Install two (2) new undercounter mount lavatories in solid surface countertop
8. Install one (1) Step n' Wash fixture
9. Install two (2) new flush valve toilets
12. Install two (2) new urinals
13. Replace toilet partitions and toilet accessories
14. Install new ventilation fan utilizing existing ductwork.

**Section XI : Men's Shower Area**

1. Remove stainless steel wall panels
2. Remove ceramic floor tile and setting bed
3. Remove wall framing
4. Install 2x2 vinyl clad gypsum panels/ Aluminum grid ceiling (9'-0")
5. Remove light fixtures and install four (4) new lay-in fixtures
6. Textured spray product for seamless waterproof walls and floor
7. Replace five (5) shower heads and controls along North Wall
8. Remove and cap inside wall plumbing as related to the six (6) existing shower heads and controls along South Wall
9. Drywall sub include metal framed wall with durock 10' tall on two walls with existing and new shower heads to accommodate reworking of plumbing
10. Allow for reworking, replace two (2) existing floor drains located in the NW and SW corners
11. Install air ventilation system fitted to existing shower window

**Section XII : Lower Lobby and Corridor**

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. Paint existing texture finish ceilings (10'-0")
5. Paint all ductwork and piping
6. Include Ecore Hydrogrip floor into the Guard room. Entry door will need to be adjusted to accommodate the extra flooring height
7. Add one (1) new electrical receptacle in Guard room.



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Section XIII : Pool Office and Entry

1. Remove carpet and base
2. Install Ecore Hydrogrip floor with 4" rubber base
3. Paint existing CMU
4. 2x2 ACT ceiling (9'-0")
5. Remove existing light fixtures and install nine (9) new lay-in fixtures
6. Remove and replace lockers in pool office
7. Remove the public side upper countertop and replace with a solid surface material (appx. 12" deep x 25 LF in length)
8. Resurface the public side vertical surface with a new plastic laminate (appx. 42" tall x 25' long)
9. Resurface the employee side lower countertop (24" deep x 25' long) and up the vertical riser back (12" tall x 25' long)
10. Install conduit to hide existing cables/wires. Paint same color as walls and/or ceiling.

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## TOWN of VALDESE Invitation to Bid and Contract

Bid Number:

**Valdese Community Center Renovations**

**22-100**

### *BID FORM & GENERAL CONTRACT*

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above mentioned Project and that he has satisfied himself about performance required by this bid.

The bidder agrees that if this bid is accepted, to contract with the Town of Valdese in the form of contract specified, to furnish all necessary management, supervision, equipment, tools, materials, apparatus, means of transportation, and labor necessary to complete the contract in full and in complete accordance with the specifications and contract documents, to the full and entire satisfaction of the Town, at the prices and amounts shown.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request. By submitting this bid, Contractor agrees to coordinate his schedule with the Town of Valdese forces working on this project to the fullest extent possible.

The Town of Valdese reserves the right to deduct items above as deemed in the best interest of the Town. The Bidder further proposed and agrees hereby to commence work under his contract on a date to be specified in a written order of the Designer.

### **BONDING**

- A. BID BOND: REQUIRED TO BE IN THE AMOUNT OF FIVE (5) PERCENT OF THE TOTAL BID AMOUNT.** Bond may be in the form of cash, cashier's check, certified check, or bid bond issued by a surety licensed to do business in North Carolina and approved by the Town. Bids submitted without the required Bid Bond will not be considered. The Town may annul the award of contract and bid deposits or bonds shall be retained by the Town if the successful bidder fails to execute a Contract or accept a Purchase Order within the (10) days after award of bid or fails to give satisfactory surety as required for this bid.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

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**TOWN of VALDESE**  
**Invitation to Bid and Contract**

Bid Number:

**Valdeese Community Center Renovations**

**22-100**

The Town reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of the Town.

Do not include Federal tax or NC State and local sales or use taxes in your bid. The Town of Valdeese is exempt from federal tax. Contractor(s) shall submit a certified Sales Tax Report (attached) for reimbursement of sales taxes by Owner.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

**The below bid amount includes all specifications and addendums.**

Acknowledge Addendum # <u>1</u>	Date <u>Rec. 8/11/2022</u>
Acknowledge Addendum # <u>2</u>	Date <u>Rec. 9/2/2022</u>
Acknowledge Addendum # <u>3</u>	Date <u>Rec. 9/9/2022</u>
Acknowledge Addendum # <u>4</u>	Date <u>Rec. 9/13/2022</u>

**LUMP SUM PRICE to provide a turn-key project.**

\$ 587,921 .00 (numeric)

\$ Five Hundred Eighty Seven thousand Nine hundred (written)  
twenty one

If a separate spreadsheet or other list showing unit price was used,  
please attach as an independent document.

Bid shall not be qualified with any statements on the bid forms or by separate  
attachment.

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**TOWN of VALDESE**  
**Invitation to Bid and Contract**

*Bid Number:*

**Valdeese Community Center Renovations**

**22-100**

Acceptance and entry into this Agreement by and on behalf of the Town of Valdeese is made this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN OF VALDESE,**  
A North Carolina Municipal Corporation

(SEAL)

\_\_\_\_\_  
Seth Eckard, Town Manager

**Attest:**

\_\_\_\_\_  
Jessica Lail, Town Clerk

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

\_\_\_\_\_  
Bo Weichel, CFO

## TOWN OF VALDESE E-VERIFY EMPLOYER COMPLIANCE STATEMENT

### E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with the Town of Valdese.

Employer affirms that if the answer to question B below is "yes" then after hiring an employee to work in the United States it shall verify the work authorization of said employee through E-Verify in accordance with North Carolina General Statute §64-26(a).

Employer acknowledges that a subcontractor that transacts business in the State of North Carolina and employs 25 or more employees in this State must comply with E-Verify.

Employer will ensure that any subcontractor subsequently hired by Contractor will comply with E-Verify.

**Below check with the type of employer and complete the information.**

**A) Employer with less than 25 employees, not required to use E-verify: \_\_\_\_\_**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**OR:**

**B) Employer with 25 or more employees required by NCS.L.213-418 to use E-verify:**

**Yes, we comply:** ☒

Moss-Marlow Building Co., Inc.

\_\_\_\_\_  
Company Name

*Carol P. Fox Corp. Sec*

\_\_\_\_\_  
Signature and Title

*9/15/2022*

\_\_\_\_\_  
Date

# NORTH CAROLINA PROPOSAL BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, That we, **Moss-Marlow Building Co., Inc.**

as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation of the State of Connecticut, as Surety, which is duly licensed to act as Surety in North Carolina, are held and firmly bound unto **Town of Valdese**

as Obligee, in the sum of **Five Percent of Bid** Dollars (\$ **5%** ),

lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this **16th** day of **September, 2022.**

WHEREAS, the said Principal is herewith submitting proposal for **Valdese Community Center Renovations**

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance bond as required by G.S. 143-129, as amended by Chapter 1104 of the Public Laws of 1951, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

**Moss-Marlow Building Co. Inc.**

By:

*Tracey Setzer*

**TRACEY SETZER**

(Name &

Title) **V.P. Commercial Operations** Seal

*Carol P. Fox*

Witness Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By:

*David W. Neal*

David W. Neal / (Attorney-in-Fact)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David W. Neal** of **HICKORY North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: 

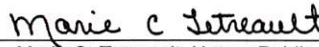
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16<sup>th</sup> day of September, 2022



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECRET



**TOWN OF VALDESE  
COMMUNITY CENTER RENOVATIONS  
CAPITAL PROJECT ORDINANCE**

Be it ordained by the Town Council of the Town of Valdese that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted.

Section 1. The project authorized is the Community Center Renovations. Project proposes repairs and upgrades to select areas on the main and lower levels including but not limited to restrooms, showers, and lobby areas. The project is to be financed by Town funds.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the program ordinance and the budget contained herein.

Section 3. The following revenues are anticipated to be available to contribute to this project:

<b><u>Source</u></b>	<b><u>Amount</u></b>	<b><u>Assigned Account Number</u></b>
Town Funds	\$ 617,317	39.3970.000
	-----	
	\$ 617,317	
	=====	

Section 4. The following amounts are appropriated for the project:

<b><u>Source</u></b>	<b><u>Amount</u></b>	<b><u>Assigned Account Number</u></b>
Renovations	\$ 587,921	39.6200.150
Contingency	29,396	39.6200.900
	-----	
	\$ 617,317	
	=====	

Section 5. The finance officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to town council required by the program procedures, loan agreement(s), grant agreement(s) and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of the past and future cost and revenues on this project in every budget submission made to this board.

Section 9: Copies of this project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 3rd day of October 2022.

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Charles Watts, Mayor

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Jessica Lail, Town Clerk

**COUNCIL AGENDA MEMO**

**To:** Town Clerk  
**From:** Bo Weichel, Assistant Town Manager  
**Date:** October 3, 2022  
**Re:** Sale of 408 & 409 Pineburr Ave SW

The Town has received an offer to purchase the following two properties commonly known as "Pineburr Mill":

3.426 Acres at 408 Pineburr Ave SE, Valdese, NC (Mill)  
0.40 Acres at 409 Pineburr Ave SE, Valdese, NC (Parking Lot)

The offer is from WC Erwin, or assigns, with the intent to develop the property into residential units. The property was originally provided to the Town in exchange for purchasing the adjacent land for a future building site. The above mentioned parcels are not needed by the Town.

The offer for both parcels is \$30,000. The Town has received a 5% deposit.

**RECOMMENDATION**

Adopt the resolution for authorizing the upset bid process with the intent to sell the parcels.



## RESOLUTION AUTHORIZING UPSET BID PROCESS

(Sale of 3.426 Acres at 408 Pineburr Ave SE, Valdese, NC)

And

(Sale of 0.40 Acres at 409 Pineburr Ave SE, Valdese, NC)

WHEREAS, the Town of Valdese owns certain property located at 408 and 409 Pineburr Avenue SE, Valdese, NC, which is described as follows:

408 Pineburr Avenue, SE, Valdese, NC

DEED REF: Book 2540, Page 374, Burke County Public Registry

REID NO.: 33227

PIN NO.: 2743038327

409 Pineburr Avenue, SE, Valdese, NC

(Parking Lot)

DEED REF: Book 2540, Page 371, Burke County Public Registry

REID NO.: 30873

PIN NO.: 2743037173

WHEREAS, North Carolina General Statute §160A-269 permits the town to sell property by upset bid, after receipt of an offer for the property;

WHEREAS, the town has received an offer to purchase the property described above, in the amount of \$30,000.00, submitted by WC Erwin or assigns; and

WHEREAS, WC Erwin or assigns has paid the required five percent (5%) deposit of his offer.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the town clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the town council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:
  - (a) the town council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed;
  - (b) the buyer must pay the purchase price in certified funds at the time of closing;
  - (c) the property shall be sold "as is" and subject to all existing easements;
  - (d) the town will reserve easements for all town utility lines located on or under the property; and
  - (e) the property shall be conveyed by special warranty deed.
8. The town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time.

THIS RESOLUTION IS ADOPTED OCTOBER 3<sup>rd</sup>, 2022.

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Charles Watts, Mayor

\_\_\_\_\_  
Jessica Lail, Town Clerk

## Valdese Town Council Meeting

Monday, October 3, 2022

Budget Amendment #

4

Subject:

Water Plant emergency electrical repairs

Description:

On September 11th there was an underground failure from the switch gear to the raw water pumping station powering three of four raw water pumps.

This amendment pays for the material and labor of repairs, generator rental, and fuel to power the generator.

## Proposed Action:

BE IT ORDAINED by the Council of the Town of Valdese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2023:

## Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appropriated		225,000
Total		\$0	\$225,000

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
30.8100.160	Maint & Repair Equipment	225,000	
Total		\$225,000	\$0

## Section II:

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