

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
MARCH 1, 2021**

The Town of Valdese Town Council met electronically via Zoom on Monday, March 1, 2021, at 6:00 p.m. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Deputy Town Clerk Jessica Lail, and various department heads.

Absent: None.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m.

OPEN FORUM/PUBLIC COMMENT:

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF FEBRUARY 1, 2021

APPROVED SUNDAY, APRIL 11, 2021 AS TAX LIEN ADVERTISING DATE FOR REAL PROPERTY

APPROVED RENEWAL OF LEASE AGREEMENT AT THE OLD ROCK SCHOOL WITH DR. KYLE BARNES: Lease agreement with Dr. Kyle Barnes for rental space at the Old Rock School, in the amount of \$50.00 per month.

APPROVED REAPPOINTMENT TO VALDESE ABC BOARD: WT Sorrell III was reappointed to the Valdese ABC Board for a second, full three-year-term which expires April 1, 2024.

APPROVED REQUEST TO SELL WINE AT APRIL CRAFT MARKET: Waldensian Style Wines will be selling wine at the April Craft Market on April 10, 2021.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

ARBOR DAY PROCLAMATION: Mayor Black presented the following proclamation:

ARBOR DAY 2021 PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2021 is the 149th Anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut our heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town of Valdese has received the prestigious Tree City USA award for the past 32 years.

NOW, THEREFORE, I, John F. Black, Jr., Mayor of the Town of Valdese, North Carolina, do hereby proclaim Friday, March 20, 2021, as the 149th Anniversary celebration of; and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

This 1st day of March, 2021.

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

Mayor Black shared that a tree had been planted at the Valdese Town Hall to celebrate Arbor Day.

APPROVED REQUEST FOR FUNDS FOR WATERLINE REPLACEMENT – RODORET: Public Service Director Greg Padgett explained that during the replacement of the current waterline project on Main Street, it was discovered that an additional area of aged and galvanized water line needed to be replaced on Rodoret Street. Mr. Padgett shared that the additional funds required would be in the amount of \$41,894.00 as a change order with the Main Street waterline project.

Councilman Ogle made a motion to approve the additional funds in the amount of \$41,894.00, seconded by Councilman Thompson. The vote was unanimous.

APPROVED RESOLUTION AUTHORIZING THE USE OF SIGNATURE STAMPS: Finance Director Bo Weichel presented the following resolution:

TOWN of VALDESE

RESOLUTION

Authorizing the Use of Signature Stamps

WHEREAS, G.S. 159-28.1 states that the governing board may provide by appropriate resolution for the use of signature stamps or other similar devices in signing checks or drafts, and the Town Council desires to authorize the use of those devices; and

WHEREAS, G.S. 159-28.1 also states that the governing board shall charge the finance officer or some other bonded officer or employee with the custody of the necessary signature stamps and other devices and that that person and the sureties on his official bond are liable for any illegal, improper, or unauthorized use of them;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Valdese, North Carolina that:

Section 1. The use of signature stamps and similar devices by the Town Manager and Finance Director are authorized for use in the signing of checks, drafts, purchase orders, and pre-audits.

Section 2. The finance officer is charged with the custody of the necessary signature stamps and similar devices, and the finance officer and the sureties on his official bond are liable for any legal, improper, or unauthorized use of them.

THE FOREGOING RESOLUTION IS ADOPTED THIS 1st DAY OF MARCH, 2021.

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

ATTEST:

/s/ Town Clerk

Mr. Weichel shared that the signature stamps would be locked up, and it would be a more convenient way to sign checks and purchase orders throughout the week. Mr. Weichel explained that signing checks require dual signatures. Councilwoman Hildebran asked if a Councilmember was not supposed to co-sign the checks. Mr. Weichel explained that Councilman Sweezy was co-signing until the COVID 19 pandemic

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began. Councilwoman Hildebran expressed her concern with two staff members signing the checks and feels that a Councilmember should be co-signing for the protection of our staff. Councilman Sweezy stated that he would resume signing checks this week.

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

APPROVED RESOLUTION AUTHORIZING THE USE OF ELECTRONIC PAYMENTS: Finance Director Bo Weichel presented the following resolution:

TOWN of VALDESE
RESOLUTION
Authorizing the Use of Electronic Payments

WHEREAS, it is the desire of the Town Council that the Town of Valdese is authorized to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441; and

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Town Council, to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409; and

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the Town Council, to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Valdese, North Carolina that:

Section 1. Authorizes the Town of Valdese to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441.

Section 2. Authorizes the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03.0409.

Section 3. Authorizes the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transaction as required by NC Administrative Code 20 NCAC 03.0410.

Section 4. This resolution shall take effect immediately upon its passage.

THE FOREGOING RESOLUTION IS ADOPTED THIS 1st DAY OF MARCH, 2021.

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

ATTEST:
/s/ Town Clerk

Mr. Weichel explained passing this resolution will get us in line with the General Statutes.

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

APPROVED PURCHASE AGREEMENT FOR PINEBURR MILL PROPERTY: Finance Director Bo Weichel presented the following:

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OFFER TO PURCHASE AND CONTRACT

THE TOWN OF VALDESE (a North Carolina municipality) as Buyer, hereby offers to purchase and **PINEBURR 408, LLC** (a North Carolina limited liability corporation), as Seller, upon acceptance of said offer, agrees to sell and convey, all of the three (3) parcels of land described below, together with all buildings and improvements thereon, if any (referred to as "the Property"), upon the following terms and conditions:

1. PROPERTY: Located in Burke County, North Carolina, being a portion of the property known as the former Alba-Waldensian Pineburr facility, and more particularly described as follows:
Street Address: 650, 800 and 0 Pineburr Avenue SE, Valdese, North Carolina 28690
Parcel ID Number(s): 2743137307, 2743135181, and 2743037173
Deed Reference: A portion of property described in Deed Book 2383 Page 782, Burke County Registry. Reference is also made to Plat Book 5, Page 95, Burke County Registry.

Seller also agrees that all personal property belonging to the Seller, in or on the Property at the time of this Contract, shall be included in this sale.

2. PURCHASE PRICE: The purchase price is \$ **98,132.00** and shall be paid as follows:

(a) \$ **10,000.00** EARNEST MONEY DEPOSIT paid by certified check or wire transfer upon execution of this contract and held in Trust by Buyer Attorney Mark Mitchell, Esq. to be applied as part payment of the Purchase Price of the Property at Closing or disbursed as agreed upon under the provisions of Section 8(b) herein.

(b) \$ **88,132.00** Remainder of the purchase price paid by certified check or wired funds due at closing.

3. CONDITIONS:

(a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use or subdivision of the real property for Buyer's purposes.

(b) The Property must be in substantially the same condition at closing as on the date of this offer, reasonable wear and tear excepted.

(c) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

(d) Title must be delivered at closing by SPECIAL WARRANTY DEED, and must be fee simple marketable title, free of all encumbrances except ad valorem taxes for the current year; utility easements, access easements, right of way and unviolated restrictive covenants; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis up until the date of Closing (b) all utilities shall be paid by Seller through date of Closing (c) any lease payments credited to Seller through date of Closing.

5. CLOSING EXPENSES: Seller shall pay for preparation of a deed, and for excise tax (revenue stamps) required by law. Buyer shall pay for any new survey of the property, any costs of property inspections or appraisals, and recording of the deed. Seller and Buyer will pay for their respective legal fees, if any.

6. EVIDENCE OF TITLE: Seller agrees to use its best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, a copy of any title insurance policy, survey, and deed relating to the Property in possession of or available to Seller.

7. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer's title insurance company showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer and Buyer's title insurance company against all loss from any cause or claim arising there from.

8. PROPERTY INSPECTIONS:

(a) **Examination Period:** shall mean the period beginning on the first day after the Contract Date and extending through 11:59 pm **sixty (60) days starting the day after the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(b) **Property Inspection:** Seller agrees to use best efforts to deliver to Buyer copies of all studies, reports, surveys and other information currently in Seller's possession, if any. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, third party inspections to determine whether utilities, zoning, environmental matters, soil conditions, title and survey matters are suitable for Buyer's intended use. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

(c) **Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN AS IS/WHERE IS CONDITION.**

The Property is being conveyed by Seller in AS IS/WHERE IS condition without representation or warranty, express or implied, as to the condition thereof, the merchantability thereof or the fitness thereof for any particular use or purpose, and Seller is under no obligation to repair any portion of the Property.

9. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of inspection and/or evaluation of the Property. Buyer will hold Seller harmless for its actions or the actions of its employees or agents.

10. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before **Thirty (30) Days after the end of the Examination Period** at the office of Buyer's attorney, or as designated by Buyer. Seller may elect to close in escrow via overnight delivery of documents. The deed is to be made to Buyer or as directed by Buyer.

11. POSSESSION: Possession shall be delivered at Closing.

12. BROKER: Seller is represented by Robert J. Dunn with The Stump Corporation as Seller's Agent, and is the only Agent involved in the transaction. Seller shall be responsible to pay the commission due at Closing under the terms of a separate agreement with Seller's Agent.

13. ASSIGNMENT: Buyer may assign this contract only with the written consent of Seller, but if assigned, then this contract shall be binding on the assignee and his heirs and successors.

14. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

16. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party, and the parties adopt the word "SEAL" beside their signatures below. This offer remains open for acceptance by Seller for five (5) days after the date signed by Buyer, and the offer shall terminate if it is not so accepted. Seller shall promptly return to Buyer a signed counterpart of this contract after Seller signs it.

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17. INDEMNITY: The Buyer indemnifies and holds harmless the Seller and the Seller's heirs, assigns, successors, employees, officers, agents or any related party to Seller, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from the operations or activities of Buyer subsequent to the closing date. The Buyer indemnifies and holds harmless the Seller and the Seller's heirs, assigns, successors, employees, officers, agents or any related party to Seller, from any and all actions, causes of action, suits, claims and losses of any nature relating to or from any and all conditions of the Property existing at the closing date.

18. APPLICABLE LAW: This Agreement shall be construed under the laws of the State of North Carolina

Seller: **PINEBURR 408, LLC**

Buyer: **TOWN OF VALDESE**

By: _____ (SEAL)

By: _____ (SEAL)

Name: _____

Name: _____

Title: Member/Manager _____

Title: _____

Address: Susie Hamrick Jones
Gresham Orrison
Post Office Box 816
Morganton, NC 28680

Address: Seth Eckerd, Manager
Town of Valdese
102 Massel Ave SW
Valdese, NC 28690

Phone: 828-443-7076
hamrickjones@gmail.com

Phone: 828-879-2120
seckard@ci.valdese.nc.us

Date: _____, 2021

Date: _____, 2021

Mr. Weichel explained that this Purchase Agreement is for purchasing three parcels in the amount of \$92,132.00. Mr. Weichel shared that we have an examination period for property inspections sixty (60) days starting the day after the contract date. Town Manager Seth Eckard shared that we may consider not purchasing the property depending on what they find. Phase I of the environmental review has already started. Councilman Sweezy asked about the fourth lot on the property. Mr. Eckard explained that that would be in the form of a donation from the property owner. Town Attorney Marc Mitchell confirmed that the Town has sixty days to back out for any reason and increase the diligence period.

Councilman Ogle made a motion to approve the Purchase Agreement for the Alba-Waldensian Pineburr property, seconded by Councilman Sweezy. The vote was unanimous.

APPROVED CAPITAL PROJECT ORDINANCE – MCGALLIARD CREEK BRIDGE: Finance Director Bo Weichel presented the following:

TOWN OF VALDESE
McGALLIARD CREEK BRIDGE
CAPITAL PROJECT BUDGET 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 McGalliard Creek Bridge. Project proposes a suspension pedestrian bridge to connect McGalliard Park and Valdese Lakeside Park. The project is to be financed by private donations.

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:

Source	Amount	Assigned Account Number
Donations - Rostan	\$ 51,000	33.3970.001

	\$ 51,000	
	=====	

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

Source	Amount	Assigned Account Number
Professional Services	\$ 43,000	33.6200.040
NCFMP Review Fee	8,000	33.6200.140

	\$ 51,000	

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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 1st day of March, 2021.

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

ATTEST:
/s/ Town Clerk

Mr. Weichel reminded Council that this Capital Project Ordinance is for the bridge suspension at the Lakeside Park, and the funds for this come from private donations. This amount of \$51,000.00 is for the environmental study that has to be completed before moving forward with the bridge project.

Councilwoman Hildebran made a motion to approve the Capital Budget Ordinance in the amount of \$51,000.00, seconded by Councilwoman Stevenson. The vote was unanimous.

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

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Capital Project Ordinance Amendment # 3-34

Subject: Lakeside Park Phase I

Description: To amend capital project ordinance Fund 34
The original CPO was approved at the November 4, 2019 meeting.
This amendment recognizes a pledge of reimbursable funds from the NCDOT

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

Section I:
Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
34.3970.003	Donations		\$1,000
Total		\$0	\$1,000

Account	Description	Increase/ Debit	Decrease/ Credit
34.3970.007	Grant-NCDOT	\$1,000	
Total		\$1,000	\$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.

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Monday, March 1, 2021

Capital Project Ordinance Amendment # 4-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
Purchase of three parcels on Pineburr Avenue
Civil engineer services for site selection and due diligence
Phase I environmental testing and study

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
35.3480.003	Future Loan		98,132
35.3480.003	Future Loan		20,000
Total		\$0	\$118,132

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.150	Land Acquisition		98,132
35.5300.041	Professional Services	20,000	
Total		\$118,132	\$0

Section II:

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

Councilwoman Hildebran made a motion to approve both aforementioned budget amendments, seconded by Councilwoman Stevenson. The vote was unanimous.

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

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Budget Amendment # 9

Subject: Rodoret Street 2* Waterline Replacement

Description: In conjunction with the Main St. Waterline Replacement project, this request removes approximately 450 linear feet of galvanized from service and replaces it with approximately 300 linear feet of PVC. (The goal is to have no galvanized in the system). This will include some sidewalk and asphalt removal and replacement.

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Fund Balance Appropriated		41,894
Total		\$0	\$41,894

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	41,894	
Total		\$41,894	\$0

Section II:

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

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

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

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The Lucky Leprechaun Hunt is scheduled for Wednesday, March 10 – March 17, 2021. Participants will search for Leprechauns hidden around Valdese. Prizes can only be redeemed during the Old Rock School hours, Mon-Fri 8:00am – 5:00pm.

Town Council's Annual Budget Retreat is scheduled for Tuesday, March 23, 2021, 9:00 a.m. – 5:00 p.m. in the Waldensian Room at Old Rock School.

Town Offices will be closed on Friday, April 2, 2021 for the Easter Holiday.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle suggested that we do away with the WPCOG Code Enforcement contract due to all the violations around Town not being completed. Councilman Thompson agrees. Councilman Sweezy suggested that we wait until the budget meeting to discuss since we have a contract. Councilwoman Hildebran has been disappointed and agrees with the other Council members. Councilman Ogle suggests that the Town Manager tell WPCOG that we will not renew our contract next year. Mr. Eckard has already shared this with WPCOG.

Councilwoman Hildebran has a concern with the litter around Town. Councilman Sweezy shared that Friends of the Valdese Rec picked up litter last week. Mr. Eckard will meet with staff to come up with a strategy to help.

Mayor Black shared that he has made the decision not to run for Mayor at the November elections. Mayor Black hopes that our citizens, elected officials, and volunteers on our Boards will consider how they want to participate in our Municipal government.

ADJOURNMENT: At 6:35 p.m., there being no further business to come before Council, Councilwoman Stevenson made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, April 12, 2021, 6:00 p.m., Valdese Town Hall.

Town Clerk
jl

Mayor