

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

The Town of Valdese Town Council met on Monday, June 5, 2023, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Mayor Pro Tem Frances Hildebran, Councilwoman Rexanna Lowman, Councilman Tim Skidmore, Councilman Tim Barus, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Assistant Town Manager/CFO Bo Weichel, Town Clerk Jessica Lail, and various Department Heads.

Absent: None

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

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

**Rule 5. Public Comment**

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

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

**Valdese Lakeside Park**  
—  
Visitation and Economic Impact Model

**Visitation**

Average Number of Daily Visits: 375

**Estimated Annual Visits: 136,974**

Highest Day: 660 (April 2nd)

Highest Weekend: 1149 (May 6+7)

Total Entering VLP 28 Day Moving Average

**Average Visitation By Day**

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

**Direct Economic Impact from Valdese Lakeside Park**

Measured in 3 Ways

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

**Visitor Stats**

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

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

**Total Annual Valdese Business Impact**

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

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

**Annual Town of Valdese Total Revenue Increase**

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

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

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

**Annual Valdese Resident Savings**

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

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

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

**Averaging Healthcare and Transportation**

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

Total Annual Valdese Resident Savings: \$335,343

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

**Total Economic Impact from Valdese Lakeside Park**

Valdese Business Revenue Increase: \$882,300

Town of Valdese Revenue Increase: \$24,666

Valdese Resident Savings: \$335,343

**Total Economic Impact: \$1,242,308**

136,974 Annual Visits to Valdese Lakeside Park

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

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

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

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

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

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

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

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

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

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

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

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

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

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

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

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

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

TOWN OF VALDESE BUDGET ORDINANCE  
FISCAL YEAR 2023-2024

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

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

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

TOWN OF VALDESE BUDGET ORDINANCE  
FISCAL YEAR 2023-2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Council \_\_\_\_\_, and seconded by Council \_\_\_\_\_, the vote was \_\_\_\_\_.

This ordinance is adopted on this the 5<sup>th</sup> day June, 2023.

\_\_\_\_\_  
Charles Watts, Mayor

Attest: \_\_\_\_\_  
Jessica Lail, Town Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF VALDESE

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

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



**PREPARED BY AND RETURN TO:**

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

**STATE OF NORTH CAROLINA**  
**COUNTY OF BURKE**

**WITHDRAWAL FROM DEDICATION  
OF UNOPENED ROADWAY**

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

**WITNESSETH:**

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

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

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

282738-1

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

See attached Exhibit "A" Description.

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

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

THE TOWN OF VALDESE,  
a North Carolina Municipal Corporation

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BURKE

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

Witness my hand and notarial stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_.

**Exhibit "A"**

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

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

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

**PREPARED BY AND RETURN TO:**

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

**STATE OF NORTH CAROLINA  
BURKE COUNTY**

**MASTER ENCROACHMENT AGREEMENT  
TOWN RIGHT OF WAY**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Recitals. The Recitals are incorporated herein.

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

12. Miscellaneous.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**THE TOWN OF VALDESE,**  
a North Carolina Municipal Corporation

\_\_\_\_\_  
CHARLES WATTS, Mayor (Seal)

ATTEST:

\_\_\_\_\_  
JESSICA LAIL, Town Clerk

**STATE OF NORTH CAROLINA  
COUNTY OF BURKE**

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

Witness my hand and notarial stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL]

My Commission Expires: \_\_\_\_\_.

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

**FOOTHILLS BROADBAND, LLC**

By: \_\_\_\_\_  
ZACHARY CHIZ, Chief Operating Officer

By: \_\_\_\_\_  
JODI CHIZ, Chief Executive Officer

**STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_**

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

Witness my hand and official stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

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

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

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

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

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

Town of Valdese  
North Carolina

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

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

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

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

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

Adopted this 5th day of June 2023.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mayor