



**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Monday, December 6, 2021  
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. Recognitions of Retiree & Outgoing Council

**6. Oaths of Office Administered by Burke County Clerk of Superior Court Mabel H.**

**Lowman:** Andy Thompson – Ward 1, Paul Mears – Ward 2, Rexanna Lowman – Ward 3,  
Charlie Watts - Mayor

**7. 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 8.

- A. Approval of Regular Meeting Minutes of November 1, 2021
- B. Resolution Adopting 2022 Town Council Meetings Calendar
- C. Appointments/Reappointments to Boards and Commissions
- D. Approval of Cash Security Request for Edelweiss Subdivision

**8. New Business**

- A. Council Organizational Meeting
- B. Approval of Licenses Agreement with Burke County Board of Education & Town of Valdese
- C. Contract Amendment with CBSA for Public Safety Building
- D. Budget Amendments
- E. Project Ordinance Amendments

**9. Manager's Report**

- A. Trail of Lights displayed at the Trail of Faith, November 23 – December 24, 6:00 p.m. – 9:00 p.m.
- B. Letters to Santa can be placed in the mailbox at the Old Rock School.
- C. Submissions for the Home Holiday Decorating contest are due by Monday, December 6, 2021. Winners will be announced on Monday, December 13, 2021
- D. Christmas in Valdese, Tree-Lighting and Christmas Carols by the Old Colony Players at the Old Rock School, Hot Chocolate & Santa Visits, Friday, December 10, 2021 at 6:00 p.m.
- E. OCP Production Elf, The Musical, Show Dates December 10-12 and 16-19, 2021; visit [www.oldcolonyplayers.com](http://www.oldcolonyplayers.com) for more information and to purchase tickets.

- F. Christmas Shop Hop, December 13–18, 2021, Visit participating shops for a stamp. Winners will be announced Monday, December 20, 2021.
- G. Movies at the Rock: Polar Express & Photos with Santa, Tuesday, December 14, 2021 at the Old Rock School, Tickets \$2.00 per person.
- H. Story Time with Special Guests will be held on the Town of Valdese Facebook, Dates TBA
- I. Town Offices Will Be Closed December 23, 24 & 27, 2021, in Observance of Christmas and December 31, 2021 for New Year's Day
- J. Next Council meeting scheduled for Monday, January 3, 2022, 6:00 p.m.

## **10. Mayor and Council Comments**

## **11. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** December 3, 2021

**Subject:** Monday, December 6, 2021 Council Meeting

7. Consent Agenda:

**A. Approval of Regular Meeting Minutes of November 1, 2021**

**B. Resolution Adopting 2022 Town Council Meetings Calendar**

Enclosed in the agenda packet is a resolution for the 2022 Town Council meeting dates.

**C. Appointments/Reappointments to Boards and Commission**

Staff Liaisons contacted representatives with expiring terms on the town's boards and commissions; most everyone agreed to be reappointed. Staff contacted replacement representatives who chose not to be reappointed, with recommendations for replacements included on the list in the agenda packet.

**D. Approval of Cash Security Request for Edelweiss Subdivision**

Enclosed in the agenda packet is a memo and supporting documentation from Planning Director Larry Johnson for the request of cash security from Cold Creek Investments, LLC, in the amount of \$53,400.00. Council approved the Performance Agreement for Edelweiss Subdivision at the August 2020 meeting, allowing the developer to seek a return of the cash security deposited with the town.

8. New Business:

**A. Council Organizational Meeting**

Enclosed in your packet is the proposed Council Organizational Plan. Mayor will present the plan.

**B. Approval of License Agreement with Burke County Board of Education & Town of Valdese**

Enclosed in the agenda packet are a memo and a license agreement between Burke County Board of Education and the Town of Valdese to use the football field property known as "Temple Field." The Town of Valdese has facilities on this property used for recreational programs, town sponsored events, and parking. The new agreement was created to outline future expectations with maintenance, stage construction, additional events, and recreation programs. The original agreement was last amended on August 1, 2016.

**Requested Action:** Staff recommends that Council approve this new license agreement between Burke County Board of Education & the Town of Valdese as presented.

### **C. Contract Amendment with CBSA for Public Safety Building**

Enclosed in the agenda packet is an amendment to the existing contract from September 2020 with CBSA Architects for public safety facility project services. The town chose CBSA Architects through a strict Qualification Based Selection for these professional services on the public safety facility. This agreement provides the town with a comprehensive and thorough assessment of the existing facility's condition and the costs associated with long-term repairs of the building to industry standards and modern building codes. The scope of work includes architectural, structural, and civil engineering assessments in conjunction with North Carolina building codes. It will include an opinion of the probable cost of repairs. The fee for these base services will be \$25,500.

**Requested Action:** Staff recommends that Council approve this agreement to amend the existing contract with CBSA Architects to perform the assessment on the existing facility.

### **D. Budget Amendments**

Enclosed in the agenda packet are two budget amendments prepared by Finance Director Bo Weichel. These amendments will move funds to the appropriate account. Mr. Weichel will be at the meeting to present.

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

### **E. Project Ordinance Amendments**

Enclosed in the agenda packet are two Capital Ordinance Amendments prepared by Finance Director Bo Weichel. These amendments will move funds to appropriate accounts. Mr. Weichel will be at the meeting to present these amendments.

**Requested Action:** Staff recommends that Council approve the Capital Ordinance Amendments as presented.

# READING MATERIAL

## VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT

### OCTOBER 1st-31st, 2021

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF OCTOBER, 2021. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>MONTHLY TOTAL</u>
STATION DUTY	164 HOURS
VEHICLE DUTY	73 HOURS
EQUIPMENT DUTY	80 HOURS
EMERGENCY RESPONSES (ON DUTY)	52 HOURS
TRAINING (ON DUTY)	96 HOURS
FIRE ADMINISTRATION	182 HOURS
TRAINING ADMINISTRATION	4 HOURS
MEETINGS	7 HOURS
FIRE PREVENTION ADMINISTRATION	27 HOURS
FIRE PREVENTION INSPECTIONS	23 HOURS

<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	0	0
BUSINESS	0	0
DAYCARE	0	0
EDUCATIONAL	3	0
HAZARDOUS	0	0
INSTITUTIONAL	2	1
MERCANTILE	0	0
RESIDENTIAL	0	0
STORAGE	0	0
UTILITY/MISC	0	0
REINSPECTIONS	10	18
<b>TOTAL:</b>	<b>15</b>	<b>19</b>

PUBLIC RELATIONS	17 HOURS
HYDRANT MAINTENANCE	1 HOURS
SAFETY ADMINISTRATION	22 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	4 HOURS
EXTRA DUTY FIRES	4 HOURS
NON-DEPARTMENTAL DUTIES	5 HOURS
EXTRA DUTY TRAINING	84 HOURS
EXTRA DUTY FIRE/MED STANDBY	11 HOURS
PHYSICAL TRAINING	17 HOURS
EXTRA DUTY MEDICAL RESPONSES	13 HOURS
VOLUNTEER FIREFIGHTER TRAINING	284 HOURS
<b>TOTAL TRAINING MANHOURS:</b>	<b>464 HOURS</b>

**FIRE DEPARTMENT EMERGENCY RESPONSES:**

<b><u>FIRE:</u></b>	<b><u>MONTHLY TOTAL</u></b>
FIRE ALARM	1
OUTSIDE FIRE	1
MUTUAL AID TO STATION 67	1
TREE DOWN	1
GAS ODOR	2
STRUCTURE FIRE	0
SMOKE INVESTIGATION	0
SERVICE CALL	1
VEHICLE FIRE	0
STANDBY	<u>7</u>
	<b>14</b>
<b><u>MEDICAL:</u></b>	
ABDOMINAL PAIN	1
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	1
BACK PAIN	0
CANCELLED ENROUT	0
CARDIAC	0
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	1
DOA	0
FAINTING	0
FALL	9
HEADACHE	0
HEMORRHAGE	0
OTHER	0
OVERDOSE/INTOXICATED	3
PREGNACY	0
PSYCHIATRIC	1
RESPIRATORY	2
SEIZURE	0
SICK	4
STROKE	0
TRAUMATIC	2
UNCONSCIOUS	6
UNKNOWN	<u>0</u>
	<b>32</b>
<b><u>FIRE AND MEDICAL:</u></b>	
MOTOR VEHICLE ACCIDENT	<u>2</u>
	<b>2</b>
<b><u>TOTAL RESPONSES:</u></b>	<b><u>48</u></b>

---

GREG STAFFORD, CHIEF  
VALDESE FIRE DEPARTMENT

## 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

Nov 19, 2021

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

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	62	Visual Checks / Walk around
Old Rock School	53	Visuals Checks / Walk around
Children's Park	37	Visual Checks / Walk around
Community Center	40	Visual Checks / Walk around
Lakeside Park	27	Community Contact
Main St Extra Patrol		Nightly Door Checks
Business/Residential Contact	37	Community Policing
Family Fun Night	0	Community policing
Myra's Car show		When event takes place now



Our officer have logged 461 residential/business security checks, 543 extra patrols and 37 community policing contacts in 30 days for a total of 1041 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs.

## Community Affairs & Tourism Monthly Stats

### November 2021

#### Tourism Statistics

*townofvaldese.com Visits* 1,276 views

*visitvaldese.com Visits (reported from Nov 1-21)* 3,339 views

*Top 5 Pages Viewed: 1)Utilities 2)Career Opportunities3) Recreation 4) Aquatics 5) Fire Dept Recruitment*

#### Facebook

*# of followers* 14,019

*Total # of engaged* 12,535

*Daily Total Reach* 179,323

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

Postive 98.26%

Negative 1.74%

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

*Approximate # of Visitors to the Tourism/CA Office* 383

#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	5
TEACHER'S COTTAGE	11
WALDENSIAN ROOM	14
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	3
Major Events Held at the Old Rock School	Average Number of Attendees
CINCS, Bluegrass at the Rock, Burke Co. Voting	710
Monthly Old Rock School Rentals	31
Old Rock School Total Attendance	2,544

#### CA Summary for November 2021

A busy November brought along execution of Fall events as well as preparation for the holiday season for the Community Affairs Dept. The first weekend of the month kicked off with a sold out Bluegrass concert with Doyle Lawson & Quicksilver. The following weekend hosted the extremely successful Christmas in November Craft Show. Hosting over 50 handmade crafting vendors, this 2 day event brought in an estimated 1,500 attendees, raising a significant amount of money for the Historic Valdese Foundation, as well as donations of canned goods for local food banks. The first annual Great Gobbler Art Contest took place the following week. With assistance from Farris Insurance Agency, this contest awarded 4 winning families over \$250 in local restaurant gift cards and the groceries for a Thanksgiving dinner. The final weeks of November consisted of Small Business Saturday promotions, planning for several upcoming holiday events (parade, tree lighting, movie, etc.) and selling tickets/promotion for the December bluegrass concert. The Old Rock School saw another busy month for facility rentals- hosting 31 total events.

## Town of Valdese Personnel Report

<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<b><i>Promotions</i></b>				
<b><i>New Hires</i></b>				
Nathan Barajas	Utility Field Tech		Public Works	11/1/2021
<b><i>Transfers</i></b>				
Caleb Mace	Police Officer	Reserve Police Officer	Police Department	10/9/2021

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

The Town of Valdese Town Council met on Monday, November 1, 2021, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilwoman Susan Stevenson, Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent:

A quorum was present.

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

**OPEN FORUM/PUBLIC COMMENT:**

**VALDESE LAKESIDE PARK RIBBON CUTTING – BETH HEILE, 5291 MINERAL SPRINGS MTN AVE., VALDESE:** Ms. Heile invited all to the Valdese Lakeside Park Ribbon Cutting for the Phase I Construction Project. The Ceremony will take place on Tuesday, November 23<sup>rd</sup>, 2021, at 1:15 p.m. gathering time, 1:30 p.m. start time. Ms. Heile thanked the Council for helping make this project happen.

**DATA-BASED DECISION-MAKING – GLENN HARVEY, 801 MICOL AVE NE, VALDESE:** Mr. Harvey thanked the Council for their service to the Town. Mr. Harvey addressed the incoming Council members and talked about Data-based decision-making common in business and local governments that can be used for strategic planning, surveys, etc. Mr. Harvey recalls three controversial topics: Food Trucks, Public Safety Building, and the Friday Night Concert Series location that could be used in data-based decision-making. Mr. Harvey feels the Town could save money and time if it would require solid data and justification coming before the Council.

**APPRECIATION TO TOWN – CARLA BERRY, 204 COLOMBO ST. NW, VALDESE:** Ms. Berry thanked the Council for all their hard work and knows that it is not easy. Ms. Berry said she has confidence in the Council and the decisions they make. Ms. Berry also shared that she will be refreshing the benches in Town.

**RESOLUTION OF APPRECIATION FOR MARC MITCHELL:** Mayor Black shared that this was Town Attorney Marc Mitchell's last meeting due to his retirement. Mayor Black presented the following Resolution of Appreciation to Town Attorney Marc Mitchell:

**WHEREAS**, Marc Mitchell began his service as Town Attorney to the Town Council on April 6, 1987; and

**WHEREAS**, for the past 34 years Marc Mitchell has served the Town of Valdese with distinction as a committed and dedicated Town Attorney; and throughout those years the Council and staff have relied on his knowledge and wisdom to guide us through complicated legal issues and preserve our democratic process; and

**WHEREAS**, his services as Town Attorney were complimented by his exemplary dedication to the community, working tirelessly for the betterment of its cultural and aesthetic development, including his involvement in the Valdese Public Art Commission; and

**WHEREAS**, Marc Mitchell has demonstrated high ethical standards, professionalism, attention to detail and thorough preparation in his role as Town Attorney, and has earned the admiration, respect and affection of his fellow public servants, who are proud to call him "friend."

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Valdese as we take this occasion to express honor, respect, and admiration to **Marc Mitchell** for his outstanding contributions to the Council, Staff and Citizens of Valdese.

**BE IT FURTHER RESOLVED**, that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Marc Mitchell for his leadership and guidance to the Town of Valdese during the past 34 years as its Town Attorney and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this the 1 day of November, 2021.

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

ATTEST: /s/ Town Clerk

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

**APPROVED REGULAR MEETING MINUTES OF OCTOBER 4, 2021**

**APPROVED REQUEST TO SELL ALCOHOL DURING TOWN EVENT AT THE OLD ROCK SCHOOL:**

Request from Waldensian Style Wines to sell wine at the Christmas in November Craft & Gift Show event on Friday, November 12<sup>th</sup>, 2021, from 4:00 p.m. to 8:00 p.m. and Saturday, November 13<sup>th</sup>, 2021, from 9:00 a.m. to 2:00 p.m., Waldensian Room at the Old Rock School.

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**APPROVED APPOINTMENT OF NEW TOWN ATTORNEY:** Mayor Black shared that he appointed a committee to look at several attorneys appropriate for the Town. Mayor Black shared that the committee chose Timothy Swanson with Young, Morphis, Bach & Taylor, LLP. Councilman Ogle explained that it was a hard decision because three of them had a lot of experience working with Local Governments.

**YOUNG, MORPHIS, BACH & TAYLOR, LLP**

ATTORNEYS AT LAW

NORTH PARK BUILDING  
858 2ND STREET NE, SUITE 200 (28601)  
POST OFFICE DRAWER 2428  
HICKORY, NORTH CAROLINA 28603-2428  
[www.hickorylaw.com](http://www.hickorylaw.com)

CHARLES R. YOUNG, SR. (RETIRED) ♦  
THOMAS C. MORPHIS (1947 - 2009)  
WAYNE M. BACH  
TERRY M. TAYLOR ♦  
PAUL E. CULPEPPER  
KEVIN C. MCINTOSH  
JIMMY R. SUMMERLIN, JR.  
TIMOTHY D. SWANSON  
JOHN W. CRONE III  
JORDAN L. FAULKNER  
JARRYD A. DE BOER

TELEPHONE: (828) 322.4663  
FACSIMILE: (828) 324.2431  
WRITER'S EMAIL: [timothys@hickorylaw.com](mailto:timothys@hickorylaw.com)

♦ CERTIFIED MEDIATOR  
♦ BOARD CERTIFIED SPECIALIST IN  
REAL PROPERTY LAW-RESIDENTIAL,  
BUSINESS, COMMERCIAL &  
INDUSTRIAL TRANSACTIONS

October 4, 2021

**VIA U.S. MAIL AND E-MAIL**

Town of Valdese  
c/o Seth Eckard, Town Manager  
102 Massel Avenue SW  
Valdese, NC 28690  
E-mail: [seckard@valdesenc.com](mailto:seckard@valdesenc.com)

RE: Engagement Letter

Dear Mr. Eckard:

I am pleased to have the opportunity to serve as the Town of Valdese's attorney. At the outset of any engagement it is appropriate to confirm in writing the nature of the engagement and the terms of representation, and that is the purpose of this letter. Should you have any questions about this letter or any of its provisions, please do not hesitate to call me. Otherwise, this letter will represent the terms of our attorney-client agreement.

My objective is to provide high quality legal services to my clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. Should you have any questions at all concerning the terms of this engagement or our ongoing representation of the Town, I invite your inquiries.

Let me take a moment to address the professional ethics that will govern my representation. As a matter of professional responsibility, I am generally required to preserve the confidences and secrets of my clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his/her lawyer. I can perform truly beneficial services for the Town only if I am aware of all information that might be relevant to my representation. Consequently, I trust that my attorney-client relationship with the Town will be based on mutual confidence and unrestricted communication that will facilitate my proper representation of the Town.

268451-1

Letter to Town of Valdese  
October 4, 2021  
Page 2

In addition, the Town representatives should be aware that my attorney-client relationship will be with the Town and not with its individual representatives. Thus, with respect to work performed under this Engagement Letter, my professional responsibilities will be owed to the Town. Of course, I can and will be happy to represent individual representatives of the Town and members of the community in matters that do not conflict with the interests of the Town.

Our firm will bill the Town of Valdese monthly for legal services rendered and out-of-pocket costs incurred on the Town's behalf during the immediately preceding month. Payment is due within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Each monthly statement will include an itemized description of out-of-pocket costs advanced by our firm on behalf of the Town. The costs and expenses commonly include postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, filing fees, litigation expenses, investigation expenses, consultants' fees, professional, mediator, arbitrator and/or special master fees and other similar items. All costs and expenses will be charged at our firm's actual cost. We endeavor to provide as much billing information as required and in the form desired, and are willing to discuss any particular billing format that suits the Town's needs.

For purposes of determining our firm's fees, we periodically assign to each lawyer in our firm an hourly rate, based upon his or her ability, experience, and reputation. Our firm's base billing rates range from \$250.00 to \$350.00 per hour for partners, \$150.00 to \$200.00 per hour for associates, and \$85.00 to \$125.00 per hour for law clerks, legal assistants and paralegals. I will have primary responsibility in the representation of the Town. My normal billing rate is \$300.00 per hour, but I have agreed to bill at a reduced hourly rate of \$235.00 per hour for all work performed under this Engagement Letter. My paralegal, Kayla Wallace, bills at \$125.00 per hour. All time is charged in units of one-tenth (.10) of an hour. We invite the Town to freely discuss with us any questions it has concerning our fee structure or any particular fees charged for matters handled for the Town under this Engagement Letter. We want the Town to be completely satisfied with both the quality of our legal work and the reasonableness of the fees we charge for those services.

We are grateful for the opportunity to work with the Town and look forward to a mutually satisfactory relationship. If the foregoing terms of engagement are acceptable, please return an executed copy of this Engagement Letter for our file. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

YOUNG, MORPHIS, BACH & TAYLOR, LLP

Timothy D. Swanson

268451-1

Letter to Town of Valdese  
October 4, 2021  
Page 3

**ACCEPTANCE**

Accepted by the Town Council for and on behalf of the Town of Valdese, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

(SEAL)

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

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

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

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, John F. Black, Jr., sealed with its corporate seal and attested by her as its Town Clerk.

WITNESS my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Print Name: \_\_\_\_\_

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

☞ NOTARY SEAL

\_\_\_\_\_  
Councilman Ogle made a motion to appoint Timothy Swanson as the new Town Attorney, seconded by Frances Hildebran. The vote was unanimous.

**APPROVED FAMILY FRIDAY NIGHTS – PERMANENT STAGE LOCATION:** Community Affairs  
Director Morrissa Angi presented the following:



Town Council Meeting 11.1.21  
Concert Series Location & Permanent Stage



## November 1, 2021, MB#31



**Record attendee numbers – on average 500 each Friday night**  
**Crowds of all ages – families**  
**15 volunteer groups – profited between \$400-\$500**

**Concession Profits & 50/50 Raffle – ALL TO THE VALDESE COMMUNITY!**  
 Heritage Middle School PTO, DHS Athletic Boosters, Boy Scouts, Rock School Arts Foundation,  
 Old Colony Players, local church groups, Pilot Club, Historic Valdese Foundation and others

**Games were offered – Cornhole, Bowling, Connect 4, Giant Jenga**

**Attendee Feedback – (comments to staff, survey responses, comments to volunteers)**



*“Perfect location to spread out. Love seeing the children play. Much safer!”*

*“We moved here 2 years ago and have never come before. Love this location! We will be back every Friday.”*

*“We come most Fridays from Brevard – love the new location! We are looking to move here.”*

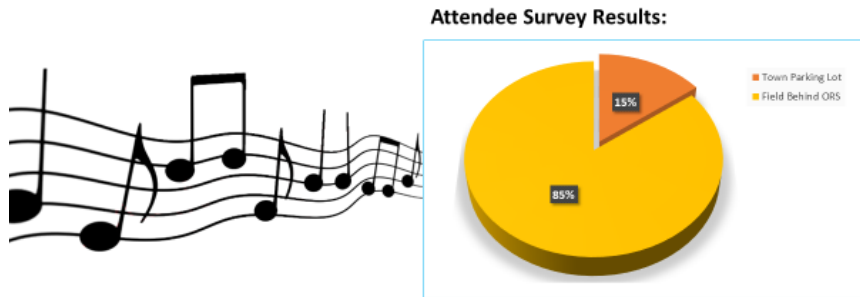
*“Love that you can spread out! Plenty of room for the crowd!”*

*“You can enjoy the music so much more without the road noise of Main Street.”*

*“So much cooler than the pavement. And there is parking!”*

*“Should have made this move along time ago. Much better location.”*





Survey Results for Merchants that are **open after 5pm** Friday nights:

**No Preference:**

1. Jack B Quick
2. Los Compadres
3. Dollar Tree
4. AutoZone
5. McDonald's

**Town Parking Lot**

1. Self's Treasures (Now Rusty's)
2. Myra's & Little Italy – "It brings people into the downtown area."

**Field at Old Rock School:**

1. One Stop – "Helps the business a lot – Please keep them forever in the field – Thank you all."
2. Twin Brothers Pizza
3. 100 Main – "I have mixed thoughts, but believe the field brings more people to Valdese overall."
4. The Levee – "helps increase parking availability for businesses" – Message to Morrissa Angi – Week of 6/28

### What about the Outdoor Drama?

*Statement from General Manager, Edyth Potter:*

The summer concert series worked very well on the field behind the Old Rock School. Morrissa Angi and the Town of Valdese Employees went above and beyond to ensure that the sound from the concert series would not affect the outdoor drama. At the box office, patrons could hear the music (which was actually nice), but once in the seating area, the music interference was negligible. Every once in a while, we could hear just a little bleed through. The sound interference was much LESS than it had been in the past with the concert series downtown and Myra's car show. I appreciate Morrissa's dedication to making things work for everyone concerned. She is an asset to the Town of Valdese.

### Town Parking Lot at Wells Fargo

**Pros**

- Proximity to merchants
- On Main Street = Visibility

**Challenges**

- 18,000 sq.ft.
- Asphalt is extremely hot in summer temps
  - 40-60 degrees hotter than the air temp
- Packed area in 2019 = no room to grow event
- Parking can be a challenge
- Location is on a hill
- Little to no band visibility with dancers
- Traffic to ATM with pedestrians coming to the event – until 6pm
- Keeping emergency access road behind stage clear
- Hard to hear music over loud cars and traffic on Main Street
- No area for children to play safely

### Field behind the Old Rock School

**Pros**

- 108,000 sq.ft.
- Permanent Concession Stand
- Grass - Level Area – Cooler during summer heat
- Permanent Restrooms = Slight Cost Savings
- Off Main Street = Safer for Families with young children
- Parking proximity and amount of parking available
- Handicap accessible
- Utilize Teachers Cottage for Band dressing area
- Easier for families to join - grassy area, picnics, blankets
- Room for the event to grow & expand
- Game area for children
- Sunsets

**Challenges**

- Proximity to merchants

## Proposed Location



Located partially on BCPS property:

- TOV under 10 year lease agreement from BCPS renewed in 2016
- Board of Education unanimously in favor of this project
- BCPS – attorney drafting MOU for use of the field by TOV for FFN purposes
- BCPS – excited for possible uses for VES



West View



South View



Sample roof structures & uprights

- Angled metal roof 14' tall in the front – sloped to 10' in the back
- Recommended design per sound engineer





Installation of a permanent stage would **save approximately \$4,000** per year  
 Construction of a permanent stage would be paid for through private donations and sponsorships – Pledges already made

- Anticipated costs range from \$15-20,000 depending on the level of finishes ex. Waldensian rock work
  - Stage Dimensions 20' deep by 30' wide by 2' tall
  - Site prepped by Public Works
  - Knee wall along rear side
  - Ramp for accessibility
  - Slanted metal roof with timber framing
  - Waldensian style rock work to surround concrete foundation and halfway up 4 supporting columns
  - Electrical – power service to site, lighting, outdoor ceiling fans
  - Landscaping
  - 16' x 40' Dance Floor – Poured concrete – ground level – adjacent to the track
- Additional improvements/amenities could be planned for in phases if original budget doesn't allow  
 Examples: Enhancing the structure with lighting, outdoor sound system, landscaping etc.



- Requesting Approval to move FFN to Temple Field permanently starting with the 2022 season
- Requesting Approval for staff to proceed with estimates & fundraising for a permanent stage

Ms. Angi shared an overview of the FFN Temple Field location's success brought from concessions sales, how many people came out, games, and feedback from merchants and participants. Ms. Angi reviewed the pros and cons and, at this point, did not feel like we would fit in the Wells Fargo parking lot. Temple Field is six times larger and allows us to grow the event. Ms. Angi stated that after the successful 2021 season the idea of a permanent stage came since the Industrial Arts Building was demolished. Ms. Angi shared that she met with Burke County Public School System, and they were excited about the idea of the permanent stage. Ms. Angi also met with the Sound Engineer to ensure that the location would be ok with sound projection. Ms. Angi talked briefly about what the stage would possibly look like and the financials of the project. Private donations and sponsorships would pay for the cost of the construction. The

anticipated cost range would be around \$15 - \$20K. Ms. Angi asked for Council's consideration on moving the FFN series to the Temple Field starting in 2022 and proceeding with the estimates and fundraising for the permanent stage.

Councilwoman Hildebran made a motion to approve the change of venue and the construction of the permeant stage at Temple Field, seconded by Councilman Sweezy.

Discussion: Councilman Ogle asked when it went from Valdese Merchants being a part of the Family Friday Nights to Valdese running it. Ms. Angi shared that the Valdese Merchants Association did not hire the entertainers; they did the concession stand. Ms. Angi stated that the volunteerism is gone, and many of our Merchants don't have the staffing to help. Ms. Angi would welcome the Merchants to come set up booths.

The vote was unanimous.

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

Valdese Town Council Meeting

Monday, November 1, 2021

Budget Amendment #

6

Subject: Foundation Forward Educational Park sidewalk replacement

Description:

At the August Council meeting, a proposal was presented by Foundation Forward, Inc. with three options to replace sidewalk in front of the new park. Council voted to pay the replacement in full. This amends the budget to allow for that expense.

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, 2022:

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		5,800
Total		\$0	\$5,800

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4350.150	Maintenace Buildings & Grounds	5,800	
Total		\$5,800	\$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 Councilwoman Hildebran. The vote was unanimous.

Valdese Town Council Meeting

Monday, November 1, 2021

Budget Amendment #

7

Subject: Repairs to exterior rock at Town Hall

Description: Several areas of rock are dislodging and falling from the exterior walls. This exposes the wall to water damage and poses a safety risk with rock falling from the building. This amends the budget to allow for unplanned repairs to the building.

**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, 2022:

**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		6,500
Total		\$0	\$6,500

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4200.150	Maintenace Buildings & Grounds	6,500	
Total		\$6,500	\$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 asked who was going to do the work. Town Manager Seth Eckard said that Jeff McGee would be doing it, and we would look at ways to create a permanent solution so rocks wouldn't fall in the future.

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

Capital Project Ordinance Amendment # 3-41

Subject:

To amend capital project ordinance Fund 41: PUBLIC ART

This recognizes a recent Rostan donation for public art and accounting functions to balance the fund's accounts.

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
41.3970.003	Rostan Donation		10,000
41.3970.002	Gifts	3,524	
Total		\$3,524	\$10,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
41.4350.740	Public Art	13,959	
41.4350.150	Display		7,483
Total		\$13,959	\$7,483

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 asked where the Public Art was located. Community Affairs Director Morrissa Angi stated it was a part of the Public Arts Commission projects.

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

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

TOWN OF VALDESE  
COMMUNITY CENTER GYMNASIUM RENOVATION  
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 Gymnasium Renovation. Project proposes replacing the gym floor along with other upgrades to gym features such as bleachers, scoreboards, basketball goals, wall padding, and lobby renovation. The project is to be financed by private donations and a Town match budgeted in the FY 2021-22 CIP.

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	\$ 50,000	37.3970.001
Town Match	50,000	37.3970.002
	-----	
	\$ 100,000	

=====

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

<b>Source</b>	<b>Amount</b>	<b>Assigned Account Number</b>
Renovations	\$ 100,000	37.6200.150
	-----	
	\$ 100,000	
	=====	

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 November 2021.

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

ATTEST: /s/ Town Clerk

Councilman Ogle made a motion to approve the aforementioned capital project ordinance, seconded by Councilwoman Stevenson. The vote was unanimous.

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

Bluegrass at the Rock: *Doyle Lawson & Quicksilver* is November 6<sup>th</sup>, 2021, at 7:30 p.m. Visit [www.townofvaldese.com](http://www.townofvaldese.com) for ticket information.

Christmas in November Craft & Gift Show at the Old Rock School is scheduled for Friday, November 12<sup>th</sup>, 2021, 4:00 p.m. – 8:00 p.m. & Saturday, November 13<sup>th</sup>, 2021, 9:00 a.m. – 2:00 p.m.

Town Offices will be closed on November 11<sup>th</sup>, 2021, in observance of Veterans Day, and November 25<sup>th</sup> and 26<sup>th</sup>, 2021, in observance of Thanksgiving.

Saturday, December 4<sup>th</sup>, 2021, Valdese Christmas Parade, 10:00 a.m.

Bluegrass at the Rock: *Sister Sadie* is December 4<sup>th</sup>, 2021, at 7:30 p.m. Visit [www.townofvaldese.com](http://www.townofvaldese.com) for ticket information.

**MAYOR AND COUNCIL COMMENTS:** Councilwoman Hildebran thanked the Police Department for the 672 public safety events completed in October. Councilman Hildebran also thanked Officer Dylan Hicks for the Code Enforcement report and what he is doing for our Town.

**ADJOURNMENT:** At 6:51 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, December 6<sup>th</sup>, 2021.

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

\_\_\_\_\_  
Mayor

jl



**TOWN OF VALDESE**  
**RESOLUTION ADOPTING 2022 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, pursuant to Section 2-1011 of the Town of Valdese Code of Ordinances, there shall be a regular meeting of the council at the town hall, on the first Monday in each month, at 6:00 p.m., unless another place, date or time shall be designated.

NOW, THEREFORE, BE IT RESOLVED that the Town of Valdese Town Council adopts the following Meeting Schedule for 2022:

<b>January 3, 2022</b>	
<b>January 13, 2022</b>	Employee Insurance Workshop Town Hall – Community Room, 10:00 a.m.
<b>February 7, 2022</b>	
<b>February 15, 2022</b>	Public Safety Building Workshop – Old Rock School Auditorium, 6:00 p.m.
<b>March 7, 2022</b>	
<b>March 23, 2022</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 1: 9:00 a.m.
<b>March 24, 2022</b>	Annual Budget Retreat - Old Rock School - Waldensian Room Day 2: 9:00 a.m.
<b>April 4, 2022</b>	
<b>April 14, 2022</b>	Council Budget Workshop 1 Dinner Old Rock School – Waldensian Room, 6:00 p.m.
<b>April 25, 2022</b>	Council Budget Workshop 2 (If needed) Old Rock School – Waldensian Room, 6:00 p.m.
<b>May 2, 2022</b>	
<b>June 6, 2022</b>	Budget Public Hearing
<b>July 11, 2022</b>	
<b>August 1, 2022</b>	
<b>September 6, 2022</b>	Tuesday, due to Labor Day Holiday
<b>October 3, 2022</b>	
<b>November 7, 2022</b>	
<b>November 15, 2022</b>	Tuesday, Annual Dinner Meeting with Valdese Merchants Association
<b>December 5, 2022</b>	

This 6<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Leonard “Charlie” Watts, Mayor

## **2022 Board and Commission Appointments/Reappointments**

### **Parks and Recreation Commission (3-year terms)**

Reappointment of Nancy Tucker

Appointment of Scott Compton – See Bio attached

### **Planning Board & Board of Adjustment (4-year terms)**

Reappointment of Roy Sweezy

Reappointment of Paul Mears

Reappointment of Libby Braswell

### **Public Art Commission (3-year terms)**

Reappointment Greg Mastin

### **Scott Compton – Parks & Rec Commission**

My name is Scott Compton and I have lived in Valdese since 2008 when I married my wife who is a lifelong Valdese citizen. I work in Business Development for Springbrook Autism Behavioral Health, a psychiatric hospital in Travelers Rest, South Carolina that specializes in the treatment of children on the autism spectrum that exhibit severe and profound behaviors.

My three daughters are growing up in Valdese and they have participated in a wide range of recreational sports. I've had the pleasure of volunteering as a coach for their teams many times over the years. I greatly enjoy helping out with soccer, basketball, softball, and swimming.



# TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2124

FAX (828) 879-2139

OFFICE OF THE PLANNING DIRECTOR

## Memorandum

To: Leonard "Charlie" Watts, Mayor  
Valdeese Town Council

From: Larry Johnson, Planning Director

A handwritten signature in blue ink, appearing to be "L. Johnson", written over the name "Larry Johnson" in the "From:" field.

Date: November 10, 2021

Subject: Edelweiss Subdivision (Release of Security)

Cold Creek Investments, LLC requests a release of the cash security deposited with the Town per the signed Performance Agreement between Valdeese and the Developer.

The Performance Agreement allows the developer to seek a return of the cash security deposited with the Town of Valdeese that guaranteed planned improvements to the Edelweiss Subdivision. Sections 5(b) of the agreement state the following:

*"The Town Council upon application thereof by the Developer and the recommendation by Planning Board may authorize the release of a portion of the security given for faithful performance of the improvement work as the work progresses."*

The previous reimbursement was \$44,800.00, and \$53,400.00 is the amount requested. The Planning recommends releasing the requested amount from the security deposit. Attached is the developer's request, engineer certification of improvements, and the construction cost estimate to assist your decision.

Please get in touch with me if you have questions.



201 Main Street East  
P.O. Box 758  
Valdese, NC 28690

---

November 9, 2021

Mr. Larry Johnson  
Planning Director  
Town of Valdese  
P.O. Box 339  
Valdese, NC 28690

Dear Mr. Johnson,

On November 4<sup>th</sup>, we provided David Poore, an engineer for West and Associates, test results for and quantities of asphalt and stone used for the roads and cul-de-sacs at our Edelweiss subdivision. Mr. Poore agreed that this satisfied items #2, 3, and 6 on his original construction cost estimates. These items include:

- \$7,000 - ABC stone to widen the Harris Street, NW extension to 22 feet.
- \$24,650 - 1½" asphalt overlay 22' wide for the Harris Street extension and for the newly constructed Harris Court, NW.
- \$21,750 - 1½" asphalt overlay for a new cul-de-sac on each road.

Since the roads are now completed to Town of Valdese requirements, we'd like to request release of \$53,400 of our security funds held with the town, which currently total \$95,800. This amount is determined based on the initial cost estimates of these items provided by Mr. Poore. We've been pleased to find that Mr. Poore's estimates continue to be very close to what we've incurred.

Mr. Poore has sent a letter affirming that he has examined and signed off on these improvements. Please let me know if you have any questions or concerns.

Sincerely,

Mark Rostan  
Cold Creek Investments, LLC



November 9, 2021

Mr. Larry Johnson  
Planning Director  
Town of Valdese  
P.O. Box 339  
Valdese, NC 28690

Re: Edelweiss Subdivision

Dear Mr. Johnson,

I hope this letter finds you well. I have inspected the work done on the Edelweiss Subdivision. ABC Stone to widen the street to 22 feet, 1-1/2" asphalt overlay to widen the street to 22 feet, and 1-1/2" asphalt for the two new cul-de-sacs was substantially complete. The total value for these three items based on my cost estimate of January 2020 is \$53,400.00. I am writing this letter so that the Town of Valdese can release funds accordingly for the construction of Edelweiss Subdivision.

Please feel free to contact me if you need any further information.

Sincerely,  
WEST CONSULTANTS, PLLC

A handwritten signature in cursive script that reads 'David Poore'.

David W. Poore, PE, CPESC

EDELWEISS SUBDIVISION  
FOR COLD CREEK INVESTMENTS  
PRELIMINARY CONSTRUCTION COST ESTIMATE

January 2020

Item	Quantity & Unit Price	Total
1. Grading to Widen Street to 22 feet	Lump Sum	\$ 3,500.00
2. ABC Stone to Widen Street to 22 feet	200 TN @ \$35.00/TN	7,000.00
3. 1-1/2" Asphalt Overlay 22' wide	170 TN @ \$145.00/TN	24,650.00
4. Street Grading for 2 New Cul-de-sacs	460 LF @ \$50.00/LF	23,000.00
5. ABC Stone for 2 New Cul-de-sacs	580 TN @ \$35.00/TN	20,300.00
6. 1-1/2" Asphalt for 2 New Cul-de-sacs	150 TN @ \$145.00/TN	21,750.00
7. Sewer Service Lateral to Serve Lot #20	120 LF @ \$30.00/LF	3,600.00
	Subtotal	\$103,800.00
	Contingencies (10%)	10,000.00
	TOTAL	\$113,800.00

\*This cost estimate provides for costs associated with widening the existing pavement to 22 feet and constructing two new cul-de-sacs to serve the proposed subdivision. Existing water and sewer lines within the development will provide water and sewer service for the proposed lots.

# VALDESE TOWN COUNCIL ORGANIZATIONAL PLAN

## Mayor **Leonard “Charlie” Watts**

Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired Fire Chief

NC Fire Chiefs Association Lifetime Member

LPDA Member

WPCOG Policy Board Delegate

BDI Board

Street Paving Committee

## Ward 1 **Andy Thompson**

Appointed by Council 10/01/2018

Reelected 11/05/19: Term 12/02/19 – 12/06/21

Reelected 11/02/21: Term 12/06/21 – 12/04/25

Heritage Funeral Home Owner

Public Art Commission

Street Paving Committee

## Ward 2 **Paul Mears**

Elected 11/02/2021: Term 12/06/21 - 12/04/25

Nationwide Insurance

Valdese Rotary Club President

Planning Board Member

Main Street Committee

## Ward 3 **Rexanna Lowman**

Elected 11/02/2021: Term 12/06/21 - 12/04/25

Retired BC Public Schools-Director of Secondary Edu

ASU Supervisor of Students Teachers

Alpha Nu Chapter of Delta Kappa Gamma

Burke Women’s Fund

WPCOG Policy Board Alternate

WPCOG Metropolitan Planning Organization

## Ward 4 **Frances M. Hildebran**

Elected 11/08/11: Term 12/05/11 – 12/07/15

Reelected 11/03/15: Term 12/07/15 – 12/02/19

Reelected 11/05/19: Term 12/02/19 – 12/04/23

Blue Ridge HealthCare, Executive Assistant

Former Town Clerk

Retired Local Government

Citizens for Affordable Housing

Street Paving Committee

BC Library Board Member Dec. 2011 - Dec. 2019 –

Reappointed 12/06/2021

## Ward 5 **B. Keith Ogle**

Elected 11/04/03: Term 12/01/03 – 12/03/07

Reelected 11/06/07: Term 12/03/07 – 12/05/11

Reelected 11/08/11: Term 12/05/11 – 12/07/15

Reelected 11/03/15: Term 12/07/15 – 12/02/19

Reelected 11/05/19: Term 12/02/19 – 12/04/23

A Caring Alternative, LLC, H.R. Director

Retired Military

Downtown Revitalization

Former WPCOG MPO and Policy Board Alt.

Parks & Recreation Commission

VEDIC Board Member

## Town Manager **Seth Eckard**

Assistant Town Manager 06/18/15 – 06/30/15

Appointed Town Manager: 07/01/2015

Catawba-Wateree Water Management Group

WPCOG Water Resources Committee

VEDIC Member

Valdese ABC Board – Chairman

Valdese Tourism

BDI Board

Valdese Rotary

LPDA Member

## Town Attorney **Timothy Swanson**

Young, Morphis, Bach & Taylor, LLP



## **2022 Board and Commission Council Appointments**

### **Mayor Charlie Watts:**

WPCOG Policy Board Delegate  
BDI Board  
Street Paving Committee

### **Ward 1 Councilman Andy Thompson:**

Public Are Commission  
Street Paving Committee

### **Ward 2 Councilman Paul Mears:**

Planning Board  
Main Street Committee

### **Ward 3 Councilwoman Rexanna Lowman:**

WPCOG Policy Board Alternate  
WPCOG Metropolitan Planning Organization

### **Ward 4 Councilwoman Frances Hildebran:**

Citizens for Affordable Housing  
Street Paving Committee  
Library Board

### **Ward 5 Councilman Keith Ogle:**

Parks & Recreation Commission  
VEDIC Board

Community Affairs  
Recreation Department

# Memo

To: Valdese Town Council

From: Morrissa Angi & Doug Knight

cc: Seth Eckard

Date: 11/23/2021

Re: Agreement with BCPS for use of Temple Field property for town events & programs

---

Please review the attached agreement.

Burke County Public Schools owns the property located between the Old Rock School and Valdese Elementary School. This property, known as Temple Field, is used for many Town sponsored activities, events, parking, and recreation programs. The Town of Valdese has facilities on this property that are used for recreation programs.

A new agreement was created to outline future expectations with maintenance, additional events, stage construction, and recreation programs. This agreement has been discussed in depth with BCPS officials, legal counsel, and town staff.

It is staff's recommendation to enter into this agreement.

**STATE OF NORTH CAROLINA**

**LICENSE AGREEMENT**

**COUNTY OF BURKE**

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made as of the 1<sup>st</sup> day of November, 2021, by and between the **BURKE COUNTY BOARD OF EDUCATION**, a body politic and corporate and local educational agency of the State of North Carolina, the licensor (hereinafter referred to as the "Board") and the **TOWN OF VALDESE**, a body politic and corporate of the State of North Carolina, the licensee (hereinafter referred to as the "Town"), (collectively the "Parties").

**WHEREAS**, the Board is owner of that land described in a deed dated the 5<sup>th</sup> day of October, 1939, from Albert Tron and wife Adele Tron and recorded in Deed Book 37 at page 447 of the Burke County Public Registry, to which reference is hereby made for a more complete and accurate description, which property comprises the field, football field, press box, field house, concession and storage buildings, picnic shelters, and parking lot located to the south of Valdese Elementary School (hereinafter collectively referred to as the "Football Field Property");

**WHEREAS**, the Town has been a valued partner of the Board in its educational mission, having, among other things, previously provided for construction of the press box located upon the Football Field Property; and

**WHEREAS**, the Town owns the property to the west of the Football Field Property, site of the former "Teachers' Cottage," and has utilized the Football Field Property over the past several months for its activities, and now desires to use a portion of the Football Field Property for public events and athletic programs, and to facilitate the same by constructing a stage on the western end of the Football Field Property, and the Board consents to such use, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

**1. GRANT OF LICENSE.** The Board hereby grants and conveys to the Town a non-exclusive license to access and use of the Football Field Property for construction of a stage and for public Town-sponsored events and athletic programs during the term of this Agreement, including any renewals thereof, on the terms and conditions set forth herein

**2. TERM.** The Term of this Agreement shall begin on the date first written above and shall end at midnight on December 31, 2026 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for additional successive renewal terms of two (2) years each.

**3. COMPENSATION.** The Town shall pay to the Board the sum of ONE DOLLAR AND NO/100 (\$1.00) on or before the execution of this Agreement as compensation for the use of the Board's property.

#### **4. OBLIGATIONS OF THE PARTIES.**

**A. The Board's obligations shall be as follows:**

- i. Permit the Town to use a portion of the Football Field Property to install and maintain a stage structure on the western side thereof, subject to the review and approval of the Board's Superintendent as to the location of the stage structure, which approval shall not be unreasonably withheld.
- ii. Permit the Town to access and use the Football Field Property for purposes of Town-sponsored events and athletic programs that are open to the public, during non-school hours unless specifically permitted in writing by the Board or other designated school representative.
- iii. Use reasonable efforts to notify the Town in advance, in the event that the Board's operations require temporary suspension or termination of the Town's use of the Football Field Property. The Parties will use best efforts to avoid scheduling conflicts concerning use of the Football Field Property. In the event of a scheduling conflict, the Board shall have first priority of use and the Town shall have second priority of use.

**B. The Town's obligations shall be as follows:**

- i. Use the portion of the Football Field Property that is approved for construction of the stage structure for the purpose of constructing and maintaining the same; provided, however, that the license granted herein shall also include the right to enter onto the property for purposes of maintaining, repairing, and replacing the stage structure. The Town shall use best efforts to diligently and adequately maintain and repair the stage structure during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage necessitated by the Town's use.
- ii. The Town shall also use best efforts to diligently and adequately maintain and repair the parking lot and other improvements located on the Football Field Property during the term of this Agreement; provided, however, that the Town shall only be obligated to provide for such maintenance and repairs resulting from ordinary wear and tear or damage arising from the Town's use.
- iii. Cause the stage structure to be constructed using good materials and workmanship, and to be responsible for the safe upkeep and appearance of the structure. All permits for construction of the stage structure shall be the Town's sole responsibility and expense. The stage structure shall be constructed in such a manner as to block

- students and others from accessing it when not in use, except for any events for which such use is specifically agreed to by the Parties.
- iv. Permit the Board to use the stage structure during school hours for school activities, and at other times by prior permission of the Town Manager.
- v. Use reasonable efforts to limit its activities to construct and maintain the stage structure to non-school hours.
- vi. Town events utilizing the Football Field Property shall be restricted to non-school hours, unless specifically permitted by the Board or designated school representative as described above.
- v. Use reasonable efforts, including signage and painting, as agreed upon by the Board's Superintendent, to direct the general public attending Town events to the Football Field Property, and to promptly provide for the repair of damages caused to any Board property by such use, reasonable wear and tear excepted.
- vi. Consult with the Superintendent before changing the location or dimensions of the stage structure, after it is initially constructed.

**5. RELATION OF THE PARTIES.** Nothing in this Agreement or otherwise creates or shall be construed such that an employment, agency, subcontractor, joint venture, or partnership relationship exists between the Board and Town.

**6. INDEMNIFICATION.** To the extent permitted by applicable law and covered by applicable insurance, the Town hereby agrees to indemnify and hold harmless the Board and its members, employees, volunteers, agents and their successors and assigns, from any and all causes of action, claims, demands, losses and costs, including attorneys' fees, of any nature whatever arising out of or in any way relating to this Agreement, including any such claims which allege negligent acts or omissions of the Board and its board members, employees, volunteers, agents and their successors and assigns. The Town shall further include the Football Field Property on any commercial general liability policy that it maintains, shall provide for special event insurance for specific events upon the property, and shall require any sublicensees to purchase special event insurance.

**7. TERMINATION.** Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement, including all rights and obligations set forth herein, if the other party fails to cure a material breach within thirty (30) days receipt of written notice of such breach from the non-breaching party or without cause upon twelve (12) months written notice prior to the end of any contract term.

## **8. MISCELLANEOUS PROVISIONS.**

- A. **Governing Law.** This Agreement shall be controlled by the laws of the State of North Carolina and proper venue for any claim hereunder shall be Superior Court, Burke County.

- B. Amendment. This Agreement may only be modified or amended if the modification is made in writing and signed by both Parties.
- C. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter of this Agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements or representations between the Parties.
- D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforcement with full effect.
- E. Authority. The signatories to this Agreement are fully vested with the authority to sign this Agreement on behalf of their respected entities.
- F. Successors. This Agreement shall be binding upon the successors and/or assigns of the Parties until this Agreement is terminated pursuant to its terms.
- G. Notices. Any notice, submittal or communication required or permitted to be served on a party to this Agreement shall be in writing and shall be deemed given if delivered in person or mailed by certified mail addressed as follows:

To the Board:           Burke County Board of Education  
                                  Attn: Dr. Mike Swan  
                                  Superintendent  
                                  PO Drawer 989  
                                  Morganton, NC 28680

To the Town:           Town of Valdese  
                                  Attn: Seth Eckard  
                                  Town Manager  
                                  P.O. Box 339  
                                  Valdese, NC 28690

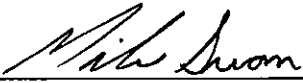
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

**THE TOWN OF VALDESE**

**BURKE COUNTY BOARD OF EDUCATION**

---

Seth Eckard  
Town Manager



---

Dr. Mike Swan  
Superintendent

November 16, 2021

Mr. Seth Eckard, Town Manager  
Town of Valdese  
113 West Main Street  
Maiden, NC 28650

**Re: Town of Valdese  
Existing Public Safety Building Assessment  
Architectural Services Proposal**

Dear Mr. Eckard:

Please find the following Scope of Work explaining each phase of service proposed to review and assess the condition of the existing Public Safety Building. The fee proposal follows the Scope of Work.

We propose this work to be added as an amendment to the existing Owner Architect Agreement AIA B101-2017 and dated September 8, 2020.

**A. SCOPE OF WORK**

**Base Services**

**Architectural Assessment:**

This assessment includes site visits, consultation with building code officials, town staff, design consultants, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, 2018 Edition of North Carolina Building Code, and ICC A117.1-2017 will be reviewed and applied to the existing building for long term repair and various levels of alteration and accessibility. A phasing plan will be developed to address possible structural repair, interior alterations and required building code upgrades for life safety and accessibility. An opinion of probable cost of construction will be developed to address the identified phases of work. A comparison will be presented to identify program requirements which may be addressed as well as program requirements which are not addressed in a potential interior alteration project.

**Structural Engineering Assessment:**

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing Public Safety Building. The 2018 Edition of the North Carolina Existing Building Code, Chapter 16, and Chapter 19 of the International Building Code will be reviewed and applied to develop a plan of action for repair of the damaged structural components.

**Civil Engineering Assessment**

This assessment includes site visits, consultation, review of published reports, drawings, and other documentation related to the review of existing conditions of the existing storm drain system located below the existing building. The interior of the underground drainpipe will be inspected



with the use of CCTV. The existing pipe and drainage structures will be reviewed, and an assessment prepared by our civil engineer to determine current conditions and offer an evaluation of potential improvements. The proposed service fee includes the cost of CCTV camera work in the amount of \$5,500.00. Client may choose to contract with the camera work provider used for other town services. If this is the case the cost of camera work will be omitted from this proposal.

## B. PROFESSIONAL FEE

1. We propose the following Base Service Fee for the before mentioned scope of work. All fees are fixed fees. The fees shall be adjusted according to any required adjustment in the scope of work. Any such adjustment shall be agreed in writing by both Client and CBSA Architects.

### Base Service

Architectural Assessment	\$12,500.00
Structural Assessment	\$ 2,500.00
Civil Engineering	\$10,500.00
Total Base Service Building Assessment	\$25,500.00

2. Compensation to CBSA Architects for additional services requested by Client beyond the described Scope of Services will be negotiated, or an additional fee will be based on our current hourly rates which are as follows.

Architect – Principal/Project Manager	\$135.00
Architect – Principal/Project Architect	\$135.00
Architect – Consultant	\$130.00
Interior Designer	\$100.00
Senior CAD Technician	\$ 85.00
Graphic Designer	\$ 80.00
CAD Technician	\$ 75.00
Administrative Assistant	\$ 60.00

3. Compensation to CBSA Architects for additional services beyond the described Scope of Services provided by our Consulting Engineers will be billed at a rate of 1.10 times the amount invoiced to CBSA Architects.
4. Fees exclude normal reimbursable expenses such as document reproduction costs, promotional materials, postage, and overnight deliveries as directed by Client. Expenses for mileage are waived for travel to and from project site. Any other long-distance travel outside of Catawba and Burke Counties as required by Client will be billed as a reimbursable expense. Reimbursement for long distance travel mileage shall be billed at the current legal IRS rate. Other reimbursable expenses shall be billed at a rate of 1.10 times the expense.
5. Any plan review fees not paid by Client and required to facilitate approval for permit by AHJ may be paid by CBSA and will be billed as a reimbursable expense at a rate of 1.10 times the expense.
6. Permit fees and other fees required to facilitate actual construction will not be paid by CBSA.
7. In consideration of performance of the services described in the Scope of Services, Client will pay CBSA Architects in accordance with the agreement, and CBSA Architects shall charge the

Owner only in accordance with those same rates. Client will pay CBSA Architects following submission of deliverables, as per agreement, and accompanying invoice.

8. If services are terminated prior to completion an invoice will be submitted to reflect the portion of services completed. Client will pay CBSA Architects following submission of partially completed deliverables and accompanying invoice.
9. Invoices shall be submitted for payment upon completion of each phase of work. Invoices are due upon receipt. Invoices not paid within 30 days from the date of receipt by Owner will be considered past due. Interest will be assessed against past due balances at the rate of one percent (1.5%) per month.

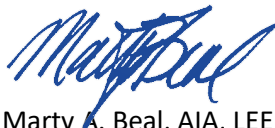
### C. WHY CBSA?

Our design team includes McGill Associates (Civil Engineers) and Taylor & Viola Structural Engineers. These consultants along with CBSA Architects are key contributors to this assessment.

1. We are currently under contract with the Town of Valdese for the proposed new Public Safety Facility. We have developed the new building program and can offer firsthand knowledge of the current and future needs of the police and fire departments.
2. The Town of Valdese has selected CBSA Architects from a large field of architectural firms from other parts of our state including Charlotte. Therefore, we are qualified.
3. Our design team has the personnel and resources to assess the existing building based upon previous experience with similar projects.
4. We are a local firm with a team of local consultants.
5. We are experienced working with local municipalities.
6. We have a local vested interest to provide a service within the best interest of our client.
7. We will provide a fair assessment and offer an objective opinion.

Thank you for the opportunity to provide a proposal for this project. If you are in agreement with this proposal, please sign below and return a copy to our office. Please call with any questions or misunderstandings I may have presented within this proposal.

### CBSA Architects



Marty A. Beal, AIA, LEED AP BD+C  
Principal

### Client: Town of Valdese

\_\_\_\_\_  
Signature

Seth Eckard

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

Town Manager

\_\_\_\_\_  
Printed Title

12/07/2021

\_\_\_\_\_  
Date

cc: File

## Valdese Town Council Meeting

Monday, December 6, 2021

Budget Amendment #

8

Subject:

Adjustment to capital outlay for Gym Renovations

Description:

The adopted CIP for the general fund included expenses for the Gym Renovations. This project was transitioned to a Capital Project Ordinance at the November Council meeting.

This amendment will reduce the budgeted amount in the capital outlay budget as it is now included with the Capital Project Ordinance.

## 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, 2022:

## Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3350.000	Donations	50,000	0
Total		\$50,000	\$0

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay		50,000
Total		\$0	\$50,000

## 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.

## Valdese Town Council Meeting

Monday, December 6, 2021

Budget Amendment #

9

Subject:

Utility fund capital outlay adjustment

Description:

Several capital items were identified in the budget process last fiscal year to be paid for using a portion of the Americal Rescue Plan funding. Due to the lack of guidance of allowable expenditures at this point of the budget year, this amendment will transfer reserve utility funds to be used for these capital expenditures in the utility CIP.

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, 2022:

Section I:

The following revenues available to the Town will be decreased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserve		260,000
Total		\$0	\$260,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.740	#3 Finished Water Motor Replacement	25,000	
30.8100.740	Tank Maintenance	40,000	
30.8110.740	Primary Clarifier #2 Drive & Bridge	85,000	
30.8110.740	Recycle Valve to Aeration Basin	40,000	
30.8110.740	#3 influent valves and check valves	70,000	
Total		\$260,000	\$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.

## Valdese Town Council Meeting

Monday, December 6, 2021

Capital Project Ordinance Amendment # 7-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35  
Assessment of existing Public Safety facility added to existing contract with CBSA.

## 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		25,500
Total		\$0	\$25,500

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.039	Existing Facility Assessment	25,500	
Total		\$25,500	\$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.

## Valdese Town Council Meeting

Monday, December 6, 2021

Capital Project Ordinance Amendment # 8-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35  
Preparation and submittal of environmental report for USDA

## 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		1,820
Total		\$0	\$1,820

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	1,820	
Total		\$1,820	\$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.