



Town of Valdese
Town Council Meeting
102 Massel Avenue SW, Valdese
Monday, March 1, 2021
6:00 P.M.

Please note due to COVID-19 (coronavirus), this meeting is being held electronically to allow for remote participation by Council Members, members of the media, citizens and members of the general public, and all other interested parties. The meeting can be accessed through ZOOM as follows:

OPTION 1 - Join the meeting through Zoom on your computer, tablet, or smartphone

Simply click on the following link or type it into your internet browser:

https://us02web.zoom.us/j/85044905498

Meeting ID: 850 4490 5498

Passcode: 868398

1. Call Meeting to Order

2. Informational Items:

- A. Communication Notes
- B. Reading Material

3. Open Forum/Public Comment

4. 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 5.

- A. Approval of Regular Meeting Minutes of February 1, 2021
- B. Set Sunday, April 11, 2021 as Tax Lien Advertising Date for Real Property
- C. Lease Agreement at the Old Rock School with Dr. Kyle Barnes
- D. Reappointment to Valdese ABC Board
- E. Request to Sell Wine at the April Craft Market

5. New Business

- A. Arbor Day Proclamation
- B. Request for Funds for Waterline Replacement – Rodoret
- C. Resolution Authorizing the Use of Signature Stamps
- D. Resolution Authorizing the Use of Electronic Payments
- E. Purchase Agreement for Alba Waldensian Pineburr Property
- F. Capital Project Ordinance – McGalliard Creek Bridge
- G. Capital Project Ordinance Amendments
- H. Budget Amendment

6. Manager's Report

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

OPTION 2 - Join the meeting through audio only via telephone

Simply call the following number:

1 (646) 558 - 8656

When prompted, enter the Meeting ID: 850 4490 5498, followed by the Pound sign (#). Passcode: 868398
--

Depending on your carrier, long distances charges may apply.
--

- B. Annual Budget Retreat is scheduled for Tuesday, March 23, 2021, 9:00 a.m. – 5:00 p.m. at the Old Rock School, Waldensian Room
- C. Town Offices Closed on Friday, April 2, 2021, for the Easter Holiday
- D. Next Council meeting scheduled for Monday, April 12, 2021, 6:00 p.m.

7. Mayor and Council Comments

8. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: February 26, 2021

Subject: Monday, March 1, 2021 Council Meeting

4. Consent Agenda

A. Approval of Regular Meeting Minutes of February 1, 2021

B. Set Sunday, April 11, 2021 as Tax Lien Advertising Date for Real Property

Staff recommends the aforementioned date be set as Tax Lien Advertising Date for real property.

C. Renewal of Lease Agreement at the Old Rock School with Dr. Kyle Barnes

Enclosed in your agenda packet is a lease agreement with Dr. Kyle Barnes. Dr. Kyle Barnes works with a current tenant, Dream Connections, Inc. Dream Connections, Inc. provides an adult day program service and Dr. Kyle Barnes offers patient care for their clients; he would like to continue to rent the storage space located on the lower level of the Old Rock School for file storage/office space. Dr. Barnes has been a tenant since 2018. The space would be rented for \$50.00 per month. Staff recommends that Council approve the lease agreement with Dr. Kyle Barnes for \$50.00 per month.

D. Reappointment to Valdese ABC Board

Staff recommends the reappointment of WT Sorrell III to the Valdese ABC Board for a second, full three-year-term which expires April 1, 2024.

E. Request to Sell Wine at April Craft Market

Enclosed in the agenda packet is a request from Waldensian Styles Wines to sell wine at the April Craft Market event on April 10, 2021, from 9:00 a.m. to 4:00 p.m. on the Old Rock School Field.

5. New Business

A. Arbor Day Proclamation

Enclosed in the agenda packet is a Proclamation for Arbor Day 2021. Staff plans to hold a ceremony when it is safe to do so due to the COVID 19 pandemic. For now, a Rising Sun Redbud tree has been planted at the Valdese Town Hall front lawn in honor of Arbor Day.

B. Request for Funds for Waterline Replacement – Rodoret St.

Enclosed in your agenda packet is a request from Public Services Director Greg Padgett to request funds for the replacement of a 2" waterline located at Rodoret Street South. This would request would remove approximately 450 linear feet of aged galvanized waterlines and be replaced with approximately 300 linear feet of PVC. It would also include sidewalk and asphalt removal and replacement. Staff recommends the current contractor replacing the Main Street waterlines, Iron Mountain, to complete the replacement. The cost is \$41,894.00. Funding would come from the Utility Fund Balance.

Requested Action: Staff recommends Council approve the request for funds to replace the waterline at Rodoret St. South using contractor Iron Mountain, in the amount of \$41,894.00.

C. Resolution Authorizing the Use of Signature Stamps

Enclosed in the agenda packet is a Resolution authorizing the Town Manager and Finance Director to use signature stamps. Signature Stamps are a convenient and time-saving method of signing large quantities of documents weekly.

Requested Action: Staff recommends that Council approve the Resolution authorizing the use of signature stamps for the Town Manager and Finance Director, as presented.

D. Resolution Authorizing the Use of Electronic Payments

Enclosed in the agenda packet is a Resolution authorizing the Town of Valdese to engage in the use of electronic payments. This includes the use of credit cards and ACH payments. Approval of this Resolution will satisfy the requirements of G.S. 159-28.

Requested Action: Staff recommends that Council approve the Resolution authorizing the use of electronic payments, as presented.

E. Purchase Agreement for Alba-Waldensian Pineburr Property

Enclosed in the agenda packet is an Offer to Purchase and Contract for the property located at 650, 800, and 0 Pineburr Ave. SE, formally known as the Alba-Waldensian Pineburr facility. The purchase price is in the amount of \$98,132.00. There will be an examination period for property inspections sixty (60) days starting the day after the contract date. The intent of purchasing this property is for the new Public Safety Building.

Requested Action: Staff recommends that Council authorize the Town Manager to purchase the property in the amount of \$98,132.00, as presented.

F. Capital Project Ordinance – McGalliard Creek Bridge

Enclosed in the agenda packet is a Capital Project Ordinance for the McGalliard Creek Bridge project. This project proposes a suspension pedestrian bridge to connect McGalliard Park and Valdese Lakeside Park. The project is to be financed by private donations. The appropriated funds for this project are in the amount of \$51,000.00. This ordinance will move funds to appropriate accounts. Mr. Weichel will be at the meeting to present.

Requested Action: Staff recommends that Council approve the Capital Project Ordinance for the McGalliard Creek Bridge project, as presented.

G. Capital Project Ordinance Amendments

Enclosed in the agenda packet are two Capital Project 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.

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

H. Budget Amendment

Enclosed in the agenda packet is a budget amendment prepared by Finance Director Bo Weichel. The amendment will move funds into the appropriate accounts.

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

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT

JANUARY 1st-31st, 2021

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JANUARY, 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	315 HOURS
VEHICLE DUTY	143 HOURS
EQUIPMENT DUTY	58 HOURS
EMERGENCY RESPONSES (ON DUTY)	76 HOURS
TRAINING (ON DUTY)	105 HOURS
FIRE ADMINISTRATION	197 HOURS
TRAINING ADMINISTRATION	28 HOURS
MEETINGS	24 HOURS
FIRE PREVENTION ADMINISTRATION	12 HOURS
FIRE PREVENTION INSPECTIONS	19 HOURS

<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	1	52
BUSINESS	0	0
DAYCARE	0	0
EDUCATIONAL	0	0
HAZARDOUS	0	0
INSTITUTIONAL	3	3
MERCANTILE	1	10
RESIDENTIAL	4	14
FOSTER HOMES	0	0
UTILITY/MISC	0	0
REINSPECTIONS	1	0
TOTAL:	10	79

PUBLIC RELATIONS	0 HOURS
HYDRANT MAINTENANCE	1 HOURS
SAFETY ADMINISTRATION	30 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	7 HOURS
EXTRA DUTY FIRES	39 HOURS
NON-DEPARTMENTAL DUTIES	1 HOURS
EXTRA DUTY TRAINING	37 HOURS
EXTRA DUTY FIRE/MED STANDBY	0 HOURS
PHYSICAL TRAINING	0 HOURS
EXTRA DUTY MEDICAL RESPONSES	26 HOURS
VOLUNTEER FIREFIGHTER TRAINING	80 HOURS
TOTAL TRAINING MANHOURS:	222 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	8
MUTUAL AID TO STATION 63	4
MUTUAL AID TO STATION 66	2
MUTUAL AID TO STATION 67	4
STRUCTURE FIRE	1
SMOKE/GAS ODOR	1
GAS LEAK	1
SERVICE CALLS	0
VEHICLE FIRE	0
LANDING ZONE	<u>1</u>
	22
<u>MEDICAL:</u>	
ABDOMINAL PAIN	3
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	1
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	5
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	1
FAINTING	0
FALL	6
GUNSHOT	0
LACERATION/HEMORRAGE	2
OTHER	1
OVERDOSE/INTOXICATED	1
PREGNACY	0
PSYCHIATRIC	1
RESPIRATORY	1
SEIZURE	1
SICK	1
STABBING	0
STROKE	0
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>0</u>
	24
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	<u>1</u>
	1
<u>TOTAL RESPONSES:</u>	<u>47</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

Community Affairs & Tourism Monthly Stats

JANUARY 2021

Tourism Statistics

townofvaldese.com Visits 10,807 views (5,043 new)

downtownvaldese.com Visits 201 views

Top Pages Viewed: 1)Community 2)Utilities 3) Career Opportunities 4) Recreation

Facebook

of followers 11,786

Total # of engaged 7,413

Daily Total Reach 108,938

Zoho Social Media Monthly Report: Postive vs. Negative Feedback

Postive 99.31%

Negative .69%

TOP FIVE MARKETS: Morganton, Charlotte , Nashville, Atlanta, Hangzhou

Approximate # of Visitors to the Tourism/CA Office 28

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	0
TEACHER'S COTTAGE	56
WALDENSIAN ROOM	0
CLASSROOMS	0
MAJOR EVENT (ENTIRE SCHOOL)	0

Major Events Held at the Old Rock School	Number of Attendees
One Blood: Blood Drive	17

Monthly Old Rock School Rentals 8

Old Rock School Total Attendance 56

CA Summary for January 2021

Community Affairs kicked off the year with production of new visitor brochures and guides, which have been approved for display at all 7 visitor centers in NC. Ticket design and creation for the 2021-2022 Concerts at the The Rock Bluegrass season was completed, and ticket/season pass sales are underway. 2021 Annual Events have been updated with the VisitNC calendar, in addition to several other promotional calendars online. Business Resource packets for downtown businesses and "Welcome" packets for our new residents have been stocked and are available for distribution. Community Affairs also sponsored the One Blood: Blood Drive on Thursday, January 21st. All 17 donation slots were filled and the drive was a major success, during a crucial time where the need is great and participation is low. We would like to extend a huge "thank you!" to all the staff support surrounding this event!

Town of Valdese Personnel Report (New Hires will be introduced when we return to the Council Chambers)				
Employee Name	Position	Previous Position	Department	Date of Event
<i>Promotions</i>				
<i>New Hires</i>				
Emily Fore	Customer Service Rep		Finance	2/1/2021
<i>Transfers</i>				

February 1, 2021, MB#31

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

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

Absent: None.

A quorum was present.

Mayor Black called the meeting to order at 6:00 p.m. Mayor Black encouraged Council to review the Reading Material regarding the Planning Boards discussion of a Food Truck Ordinance and provide feedback to Planning Director Larry Johnson.

OPEN FORUM/PUBLIC COMMENT: None

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JANUARY 4, 2021

APPROVED CASH SECURITY REQUEST FOR EDELWEISS SUBDIVISION: Cold Creek Investments, LLC, requested cash security in the amount of \$46,800.00 for contract work to be completed for the Edelweiss Subdivision. The Performance Agreement that was approved at the August 2020 Council meeting allowed the developer to seek a return of the cash security deposited with the Town.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

APPROVED CLOSED SESSION MINUTES OF JANUARY 4, 2021: Mayor Black explained that the reference as to why we had the Closed Session meeting needed to be corrected from NC General Statute 143-318.11 (a) (4) to NC General Statute 143-318.11 (a) (5) to establish, or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Councilman Ogle made a motion to correct the Closed Session minutes, seconded by Councilwoman Stevenson. The vote was unanimous.

APPROVED WPCOG VALDESE LAKESIDE PARK GRANT ADMINISTRATION CONTRACT: Parks & Recreation Director Doug Knight shared that he has been working with the WPCOG from the start of the Lakeside Park project. Mr. Knight explained that a contract had not been created, and when they realized it, they decided to produce a contract that would begin July 1, 2021. The contract is in the amount of \$10,000. The funds for this come from either grants or donations; no Town funds have been used.

February 1, 2021, MB#31

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
TOWN OF VALDESE
FOR THE PROVISION OF
TECHNICAL ASSISTANCE:
VALDESE LAKESIDE PARK GRANT ADMINISTRATION
JULY 31, 2021 – JUNE 30, 2022

This AGREEMENT, entered into on this the _____ day of _____, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Town of Valdeese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.
3. **Compensation**
The Local Government will pay the Planning Agency an amount not to exceed \$10,000 (ten thousand dollars) for the satisfactory performance of all services

person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **Access to Records and Record Retention.** All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. **Grantee Assurances.** In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2021, and ending June 30, 2022.
6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified disabled

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
TOWN OF VALDESE

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOVTS.

By: _____
Town Manager

By: _____
Executive Director

LOCAL GOVERNMENT:

PLANNING AGENCY:

By: _____
Mayor

By: _____
Chairman

Preaudit statement:

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

By: _____
Local Government Finance Officer

February 1, 2021, MB#31

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF VALDESE
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
JULY 1, 2021 – JUNE 30, 2022
ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning grant administration activities by the Western Piedmont Council of Governments for the Town of Valdese.

Erin Schotte, Community Development Administrator will be responsible for administering the PARTF and DWR (DEQ) grants for the Valdese Lakeside Park, Phase I development project.

Work Program

The activities to be completed include:

- Work with Town and granting agencies on any amendments needed to the contract(s) between PARTF and the Town and/or between DEQ and the Town
- Coordinate requests for reimbursement from PARTF and DEQ to the Town
- Work with Architect to assure grant compliance
- Complete As-Built site plan map for final closeout of grant
- Work with Town, as needed, to amend DEQ grant scope and/or apply for additional funding through the DWR program.

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 12-month period beginning July 1, 2021, and ending June 30, 2022.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$10,000. The budget is broken down as follows:

Salaries	\$ 4,625
Fringe Benefits	2,405
Travel	756
Indirect	<u>2,214</u>
Total	\$ 10,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

February 1, 2021, MB#31

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701h. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Councilwoman Stevenson made a motion to approve the Administrative contract with WPCOG, seconded by Councilman Thompson. The vote was unanimous.

CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Capital Project Ordinance Amendment. This CPO will move funds for the WPCOG contract approved to the appropriate account.

Valdese Town Council Meeting

Monday, February 1, 2021

Capital Project Ordinance Amendment # 2-34

Subject: Lakeside Park Phase I

Description: To amend capital project ordinance Fund 34
The original CPO was approved at the November 4, 2019 meeting.
This amendment moves funds from the construction account to pay for grant administration.

Proposed Action:

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

Section I:

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.760	Construction		10,000
	Total	\$0	\$10,000

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.040	Administration	10,000	
	Total	\$10,000	\$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.

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

February 1, 2021, MB#31

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

Valdese Town Council Meeting

Monday, February 1, 2021

Budget Amendment #

7

Subject:

Children's Park repairs

Description:

Children's Park lost more than half the fencing around the baseball field from excessive flooding. This amendment is for repairing and installing new fencing to restore the fence for the baseball field.

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, 2021:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		5,820
Total		\$0	\$5,820

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	5,820	
Total		\$5,820	\$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.

Valdese Town Council Meeting

Monday, February 1, 2021

Budget Amendment #

8

Subject:

McGalliard Falls repairs

Description:

McGalliard Falls has two large washed out areas resulting from flooding. These are located next to the road going out to the bridge that crosses McGalliard Creek. This amendment will be used to fill the areas with an estimated 19 loads of dirt, packed, and reseeded. A tree that was damaged in the area will also be removed.

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, 2021:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		6,950
Total		\$0	\$6,950

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	6,950	
Total		\$6,950	\$0

Section II:

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

Councilwoman Stevenson asked if insurance covered any of the damage to the Parks, and Town Manager Seth Eckard said no. Mr. Weichel noted there was a possibility down the road that FEMA would cover it. Councilman Ogle asked if the money could come from somewhere else besides the Fund Balance. Mr. Eckard shared that the budget is tight, and there was nowhere else to pull it.

February 1, 2021, MB#31

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

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

The next meeting is a regularly scheduled meeting on Monday March 1, 2021, 6:00 p.m.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle asked if the Town would have to repave Main Street or contract it after the waterline project is completed. Mr. Eckard shared that what you see now after they installed the new line is a temporary repair. As part of the contract, after they complete everything, the contractor will come back and repair one side of the road with new asphalt that will be flush with the other side. Councilman Thompson asked when we last repaved Main Street. Mr. Eckard shared that DOT will repave HWY 70 every five to seven years, and it was paved around three years ago.

ADJOURNMENT: At 6:15 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday March 1, 2021, 6:00 p.m., via electronically via Zoom

Town Clerk

Mayor

jl

COUNCIL AGENDA MEMO

To: Town Clerk
From: Bo D. Weichel / Finance Director
Agenda: 3/01/2021
Re: 2020 Delinquent Taxes

REQUEST

G.S. 105-369(a) mandates that the tax collector must first inform the governing body of and then advertise the "total amount of unpaid taxes for the current fiscal year that are liens on real property".

BACKGROUND

A taxing unit has the option of also advertising personal property taxes that are not a lien on real property, but the cost of that advertisement may not be passed along to taxpayers as is the cost of the real property tax lien advertisement. The amount advertised should be only the principal amount of taxes owed, not including any interest, costs, or fees.

G.S. 105-369(c) requires that real property tax liens for the current year be advertised at any time from March 1 through June 30.

Three actions must occur before the advertisement may be published and posted. (1) The governing body is informed of the "total amount of unpaid taxes for the current fiscal year that are liens on real property". (2) The governing body must issue an order to the tax collector to advertise the tax liens; the order will be issued, presumably, immediately upon receipt of the tax collector's report. (3) At least thirty days before the advertisement is published and posted, the tax collector must provide written notice to the affected taxpayers of the intent to publish outstanding current tax liens.

ANALYSIS

In compliance with item (1) above, the Tax Collector reports a total amount of unpaid 2020 Real Property taxes to be \$109,542.37.

In compliance with item (3) above, written notice was provided on February 10, 2021.

RECOMMENDATION

The Tax Collector has informed Town Council of the unpaid tax amounts for the current fiscal year. It is recommended that Council issue an order to advertise all real tax amounts in the Morganton News Herald in an attempt to collect the outstanding amounts. The advertisement date will be Sunday April 11, 2021.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒
LIST THE EXPENDITURE CODE:

**ORDER OF THE TOWN OF VALDESE CITY COUNCIL
IN ACCORDANCE WITH NCGS 105-369**

State of North Carolina
Town of Valdese

To: Kimberly Cline, Tax Collector, Town of Valdese

- You are hereby authorized, empowered, and commanded to advertise tax liens on real property for failure to pay 2020 property taxes.
- You shall advertise said liens by publishing each lien in the local newspaper having general circulation in Valdese and adjacent areas.
- Advertisement of the liens shall be made on **Sunday April 11, 2021.**

This order shall be full and sufficient authority to direct, require, and enable you to advertise said tax liens in accordance with North Carolina General Statute 105-369.

Witness my hand and official seal, this 1st day of March 2021.

John F. Black Jr.
Mayor

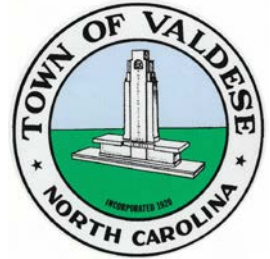
Attest:

Jessica Lail
Deputy Clerk



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **April 2021**, by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **Dr. Kyle Barnes** hereinafter called “Lessee”; Lessor and Lessee are hereinafter referred to collectively as the “Parties”.

ARTICLE 1.00

Creation of Tenancy, Term and General Conditions

- 1.01 **DEMISE OF PREMISES:** Lessor, for and in consideration of the rentals hereinafter provided and in further consideration of the covenants, conditions, and provisions hereinafter contained, does hereby demise and lease unto Lessee the property (hereinafter called “Premises”) located in that building known as the Valdese Old Rock School, Main Street, Valdese, Burke County, North Carolina, and being Suite(s) **Storage Room** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **April, 2021** and extending to the **31st** day of **March 2022**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$50.00**. The first month’s rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month’s rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor’s sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.
- 1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

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

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

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

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

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

ARTICLE 3.00

Condition of Premises

3.01 ACCEPTANCE OF PREMISES: Lessee acknowledges that the act of taking possession of the premises shall constitute conclusive evidence that Lessee has inspected and examined the premises, and that the same were and are in good and satisfactory condition.

3.02 MAINTENANCE: Lessee covenants and agrees to maintain said premises in their present condition, reasonable wear and tear excepted, during the term of this Lease or any extension thereof at Lessee's own cost and expense. Lessor shall maintain the roof, exterior walls, plumbing, heating and electrical

21 of 42
system except to the extent that the same shall be damaged by the negligence, misuse or overuse by Lessee in which case Lessee shall make said repairs.

In addition, the Lessor shall be responsible for and maintain all common areas in the building, which shall consist of halls and restrooms. The Lessee and its guests may use such common areas, but will make no business use of or store any property in any common areas.

- 3.03 PARKING:** The Lessee and its guests and/or customers, may use the parking lot adjacent to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday, and such other times subject to regulations and restrictions as may be determined by the Lessor.
- 3.04 ACCESS:** The Lessee shall have access to the building between the hours of 7:30 A.M. and 6:00 P.M. on Monday through Friday (except on Holidays) and such other times subject to regulations and the Lessor may determine restrictions. The Lessor reserves the right to secure and lock the building and otherwise limit access, as it should determine advisable during other hours.
- 3.05 CONDITIONS UPON TERMINATION:** Upon the expiration, termination or acceleration of Lessee's obligations under this Lease, Lessee shall return the premises to a condition at least as good as their condition upon the commencement of this Lease, ordinary wear and tear accepted.

ARTICLE 4.00

Insurance, Liability of Parties

- 4.01 CASUALTY INSURANCE:** Lessor shall carry, at Lessor's expense, fire insurance with extended coverage insuring loss or damage to the premises. Lessee shall be responsible for insuring Lessee's personal property on the premises.
- 4.02 LIABILITY INSURANCE:** Throughout the continuance of this Lease, Lessee shall keep the premises insured, at Lessee's sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance, with a single limit of at least \$500,000.
- 4.03 INDEMNIFICATION:** The Lessee will protect, indemnify, save and hold harmless the Lessor, its officers, agents, servants, and employees, from and against any and all claims, demands, expense, and liability, arising out of injury or property which may occur on or in the demised premises or which may arise, or in any way grow out of any act or omission of the Lessee, its (his) agents, subcontractors, servants, and employees of the use and occupancy of the demised premises by the Lessee or anyone using or occupying said premises as a guest, patron, or invitee of Lessee.
- 4.04 WAIVERS:** Insofar as it may be permitted by the terms of the fire or extended coverage insurance policy carried by the Lessor or Lessee, each party hereby releases the other with respect to any claim (including a claim for negligence) that it might have against the other party for loss, damage or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this Lease. In the event one or both of the

22 of 42
parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

ARTICLE 5.00

Termination, Default, Remedies

- 5.01 HOLDOVER TENANCY:** In the event that Lessee remains in possession after the expiration of the term hereof or the validly commenced extension thereof and without the execution of a new Lease, Lessee shall not acquire any right, title or interest in or to the premises and in such event Lessee shall occupy the premises as Lessee from month to month and be subject to all conditions, provisions, and obligations of this Lease in so far as the same shall be applicable.
- 5.02 DEFAULT OR BREACH OF COVENANT:** If Lessee shall fail to timely make any payment of rent herein provided for, or promptly perform any other covenant or obligation imposed upon it hereunder and shall fail to make good such Default within ten (10) days after written notice from the Lessor to Lessee, Lessor may enter the premises and expel Lessee therefrom without prejudice to any and all other remedies that may be available to Lessor under the laws.
- 5.03 REMEDIES ARE CUMULATIVE:** To the extent that the remedies provided for under this Lease are not clearly inconsistent, they shall be cumulative, and Lessor shall be entitled to pursue all or any part of the remedies provided herein. The remedies specified in this Lease are in addition to, and not in lieu of any remedies otherwise available to Lessor by law or in equity. Pursuit of any remedy by Lessor shall not constitute a binding election of such remedy or prevent Lessor from seeking other relief.
- 5.04 COSTS AND ATTORNEYS FEES:** In addition to any other damages sustained by Lessor as a result of Lessee's Default, Lessor shall be entitled to recover of Lessee all reasonable attorneys' fees and costs incurred in pursuit of Lessor's remedies.
- 5.05 ACCEPTANCE OF SURRENDER:** No act or conduct of Lessor, including without limitation, the acceptance of the keys to the premises shall constitute an acceptance of the surrender of the premises by Lessor before the expiration of the term. Only a Notice from Lessor to Lessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

ARTICLE 6.00

Destruction or Taking of Premises

- 6.01 DAMAGE BY CASUALTY OR FIRE:** If said premises should be damaged or destroyed by casualty, explosion or fire, as to be unfit for Lessee's continued use, then this Lease shall thereupon be terminated and the rent for the month in which the damage occurred shall be apportioned and refunded to Lessee; but if said premises should be damaged or destroyed by casualty, explosion or fire, however caused or

23 of 42
by the elements, or any cause or happening and still be fit for Lessee's continued use, then the same shall be promptly restored by Lessor to their previous condition and a just and fair proportion of the rent herein reserved shall abate until the same have been completely restored, and a like proportion of any rent unpaid in advance shall be refunded to Lessee.

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

ARTICLE 7.00

Additional Provisions

- 7.01 ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign or sublet the within Lease or sublet the premises in whole or in part without first obtaining the written consent of the Lessor. No approval of assignment or subletting shall be effective until the prospective assignee or Sublessee shall have given Lessor Notice acknowledging familiarity with the terms of this Lease and evidencing agreement to be bound thereby. Any assignment or subletting in violation of this provision shall be void and the discretion of the Lessor as to whether to permit such assignment or sublease is absolute.
- 7.02 RIGHT OF ENTRY:** Lessor shall have the right at all reasonable times to enter and inspect the premises, and to take any action which Lessor reasonably believes to be necessary to protect the premises from damage.

ARTICLE 8.00

Special Provisions

- 8.01 RELATIONSHIP OF PARTIES:** It is specifically understood that the parties hereto have created a Lessor-Lessee relationship with respect to the demised premises and that the Lessor shall in no way control or be responsible for the acts of the Lessee with respect to the operations carried out on the demised premises. The Lessee specifically agrees to indemnify and hold harmless the Lessor from any loss by reason of operation on the premises and it is further agreed to erect a suitable sign to be placed in a visible located on the demised premises indicating the name and ownership of the business being rented upon the property and further the Lessee agrees not to take any action that might in any way indicate any involvement by Lessor in the Lessee's business except as hereinafter set out.

ARTICLE 9.00

Interpretation, Execution

- 9.01 GOVERNING LAW:** The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity, and interpretation of this Lease and of all agreements, instruments and documents heretofore, now or hereafter executed by Lessee and delivered to Lessor pertaining or relating to this Lease or the transaction contemplated herein.

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

X_____

Town of Valdese

Seth Eckard, Town Manager

Lessor

X_____

Dr. Kyle Barnes.

Dr. Kyle Barnes, Owner

Lessee

X_____

Witness (Attest)

X_____

Witness



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2120 | FAX (828) 879-2139 | TOWNOFVALDESE.COM

MEMORANDUM

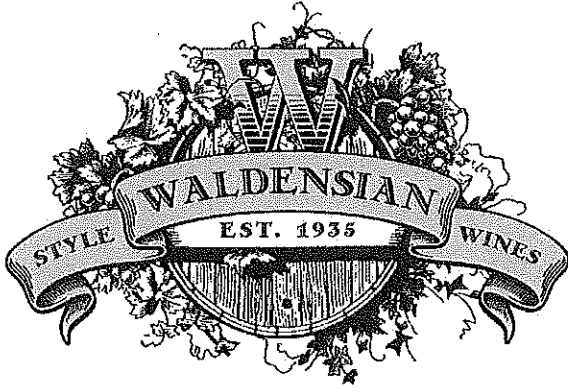
TO: Mayor and Town Council

FROM: Seth Eckard, Town Manager

DATE: February 26, 2021

SUBJECT: Valdese ABC Board Reappointment

Staff recommends the reappointment of WT Sorell to a second, three-year term on the Valdese ABC Board. The term will expire April 1, 2024.



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

Town of Valdese,

Respectfully request to sell wine at the April Craft Market event held on April 10, 2021 from 9:00am until 4:00pm on the Old Rock School Field. All our wines are listed as North Carolina wines. Waldensian style Wines does have a Special Event permit and will follow the guidelines enforced by the North Carolina ABC Commission.

Thank you!

A handwritten signature in dark ink, appearing to be 'EJ' or 'Eddie', written over a horizontal line.

Eddie Zimmerman

ARBOR DAY 2021 PROCLAMATION

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

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

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

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

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

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

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

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

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

This 1st day of March, 2021.

John F. Black, Jr., Mayor

Mayor and Council,

Rodoret Street South Water Line Replacement:

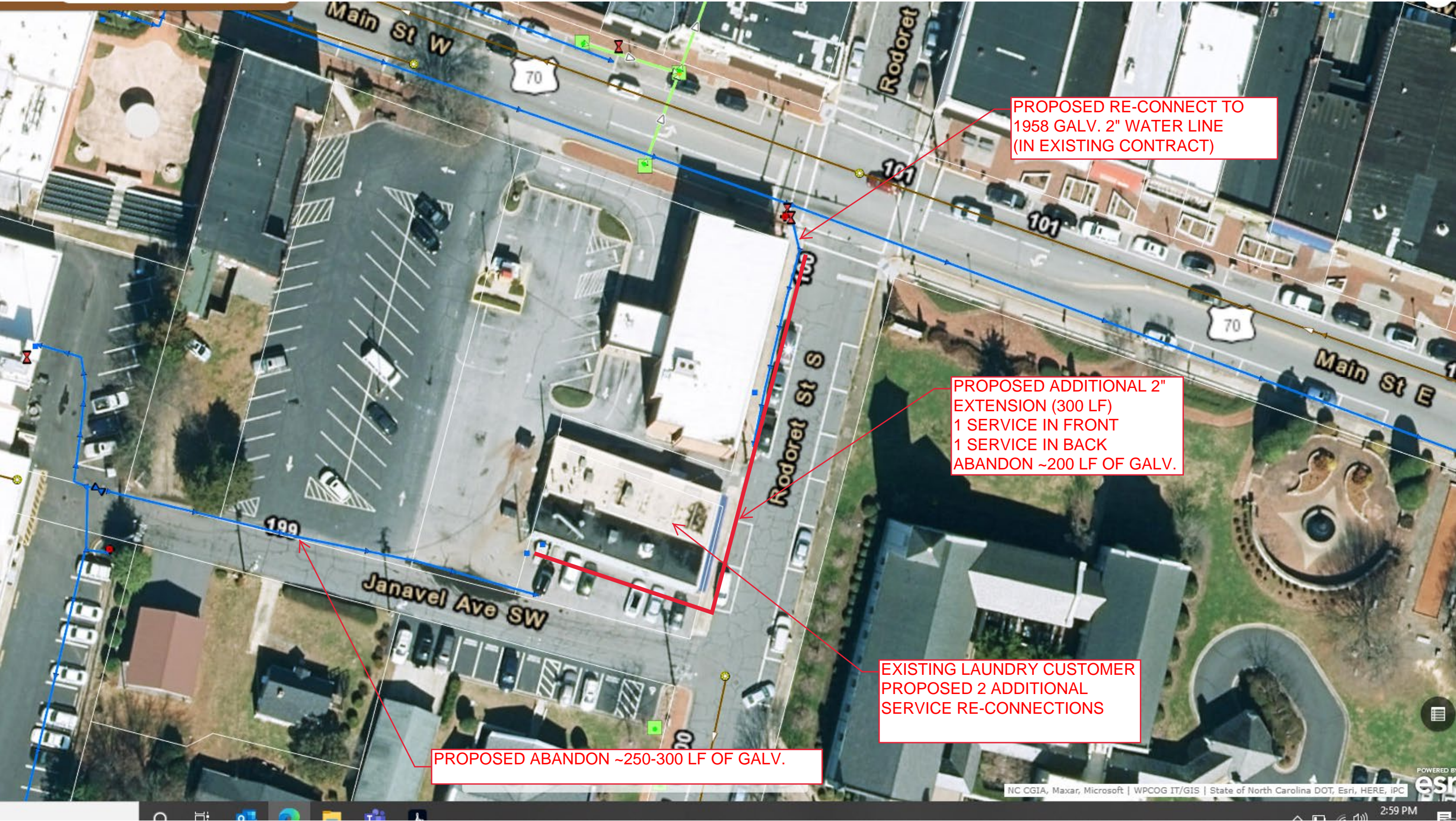
The primary purpose for the Town in the current main street water line project is to replace the aged and failing water main that runs east and west through main street. Along with the main line replacement, the project's intent is also for the removal of aged and risky galvanized water lines that extend just off of Main Street.

One such additional area for 2" galvanized replacement has been identified recently and staff would like to move forward with its replacement using the current contractor's (Iron Mountain) unit pricing. Please refer to the attached quantity and cost summary projection from Iron Mountain along with the attached sketch from the Town's GIS software showing where the proposed extension would be constructed and the two segments of galvanized line that would be abandoned.

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

Total cost is \$41,894.00 and would need to come from the utility fund balance.

It is staffs' conclusion that this needs to be done sooner or later. And by doing at this time the Town can avoid the additional cost associated with current contractor or another contractor having to charge additional for mobilization.





IRON MOUNTAIN CONSTRUCTION CO., INC.

“Safety & Quality 1st”

January 11, 2021

Attention: Allen Hudson, Public Works Assistant Director
Town of Valdese

From: Sam Icenhour
President

Project: Main Street Waterline Replacement
RE: Cost Analysis for Rodoret Street 2” Waterline Replacement

Pay Item	Quantity	Unit Price	Total
No. 6: 2” SDR13.5 Water line	300 lf	73.00	21,900.00
No. 11: 2” Gate Valve & Box	1 each	788.00	788.00
No. 19: Re-connect water service-short side	3 each	2100.00	6300.00
No. 22: Asphalt milling 1/3 & overlay	33 lf	48.00	1584.00
No. 23: Sidewalk removal and replacement	111 sy	102.00	11,322.00
Total:			\$41,894.00

Please let me know if you need anything additional. Thank you.

CC: RJ Mozely, PE
John Herman, EI
McGill Associates, PA

Iron Mountain Construction Co., Inc. PO Box 24, Mountain City, TN 37683 Phone (423) 727-4483

Fax (423) 727-4200 www.ironmntncc.com

Licensed NC,TN, VA & SC, NC NCDOT & TDOT Prequalified Contractor

COUNCIL AGENDA MEMO

To: Town Clerk
From: Bo D. Weichel / Finance Director
Agenda: 03/01/2021

REQUEST

Approve the resolution authorizing the use of signature stamps.

BACKGROUND

Signature stamps are a convenient and time saving method of signing large quantities of documents such as weekly checks and purchase orders. According to G.S. 159-28.1, the use of stamps must be approved by resolution by the Board.

ANALYSIS

Staff searched Town records and could not find a resolution directly authorizing the use of signature stamps. For compliance with G.S. 159-28.1, the accompanying resolution will satisfy the requirements of the statute.

RECOMMENDATION

Staff respectfully recommends that Council approve the resolution authorizing the use of signature stamps for the Town Manger and Finance Director.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒**LIST THE EXPENDITURE CODE:**

TOWN of VALDESE
RESOLUTION
Authorizing the Use of Signature Stamps

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

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

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

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

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

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

John F. Black, Jr., Mayor

ATTEST:

Jessica Lail, Deputy Town Clerk

(corporate seal)

COUNCIL AGENDA MEMO

To: Town Clerk
From: Bo D. Weichel / Finance Director
Agenda: 03/01/2021

REQUEST

Approve the resolution authorizing the use of electronic payments.

BACKGROUND

Electronic payments are a more secure and time saving method for disbursing funds for services and dues. According to G.S. 159-28, the use of electronic payments be approved by resolution by the Board.

ANALYSIS

Staff searched Town records and could not find a resolution directly authorizing the use of electronic payments. For compliance with G.S. 159-28, the accompanying resolution will satisfy the requirements of the statute.

Electronic payments, which include use of credit cards and ACH, benefit the Town because it allows payments to be sent instantly rather than sending a check and relying on the mail delivery service to deliver the payment in a timely manner. This help eliminate late charges and additional fees to the Town.

Electronic payments are especially helpful when sending ACH payments for IRS payroll taxes, State payroll taxes, State retirement system, etc.

RECOMMENDATION

Staff respectfully recommends that Council approve the resolution authorizing the use of electronic payments.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒
LIST THE EXPENDITURE CODE:

TOWN of VALDESE
RESOLUTION
Authorizing the Use of Electronic Payments

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

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

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

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

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

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

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

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

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

John F. Black, Jr., Mayor

I, _____, Deputy Clerk for the Town Council of the Town of Valdese do hereby certify that the foregoing resolution is a true and exact copy of the "Resolution Authorizing the Use of Electronic Payments" duly adopted by the Town Council at the regular meeting thereof duly called and held on _____ 2021, a quorum being present.

ATTEST:

Jessica Lail, Deputy Clerk

OFFER TO PURCHASE AND CONTRACT

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

1. PROPERTY: Located in Burke County, North Carolina, being a portion of the property known as the former Alba-Waldensian Pineburr facility, and more particularly described as follows:

Street Address: 650, 800 and 0 Pineburr Avenue SE, Valdese, North Carolina 28690

Parcel ID Number(s): 2743137307, 2743135181, and 2743037173

Deed Reference: A portion of property described in Deed Book 2383 Page 782, Burke County Registry. Reference is also made to Plat Book 5, Page 95, Burke County Registry.

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

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

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

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

3. CONDITIONS:

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

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

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

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

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

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

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

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

8. PROPERTY INSPECTIONS:

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

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

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

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

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

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

11. POSSESSION: Possession shall be delivered at Closing.

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

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

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

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

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

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

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

Seller: **PINEBURR 408, LLC**

By: _____ (SEAL)

Name: _____

Title: Member/Manager _____

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

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

Date: _____, 2021

Buyer: **TOWN OF VALDESE**

By: _____ (SEAL)

Name: _____

Title: _____

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

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

Date: _____, 2021

TOWN OF VALDESE
McGALLIARD CREEK BRIDGE
CAPITAL PROJECT BUDGET ORDINANCE

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

Section 1. The project authorized is the McGalliard Creek Bridge. Project proposes a suspension pedestrian bridge to connect McGalliard Park and Valdese Lakeside Park. The project is to be financed by private donations.

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

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

<u>Source</u>	<u>Amount</u>	<u>Assigned Account Number</u>
Donations - Rostan	\$ 51,000	33.3970.001

	\$ 51,000	
	=====	

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

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

	\$ 51,000	
	=====	

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 March, 2021.

John F. Black, Jr., Mayor

Deputy Town Clerk

Valdese Town Council Meeting

Monday, March 1, 2021

Capital Project Ordinance Amendment # 3-34

Subject: Lakeside Park Phase I

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

Proposed Action:

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

Section I:

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
34.3970.003	Donations		51,000
Total		\$0	\$51,000

Account	Description	Increase/ Debit	Decrease/ Credit
34.3970.007	Grant-NCDOT	51,000	
Total		\$51,000	\$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, March 1, 2021

Capital Project Ordinance Amendment # 4-35

Subject: Public Safety building

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

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.003	Future Loan		98,132
35.3480.003	Future Loan		20,000
Total		\$0	\$118,132

Amounts appropriated for capital projects are hereby amended as follows:

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

Section II:

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

Valdese Town Council Meeting

Monday, March 1, 2021

Budget Amendment #

9

Subject:

Rodoret Street 2" Waterline Replacement

Description:

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

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

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

Amounts appropriated for expenditure are hereby amended as follows:

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

Section II:

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