

Town of Valdese Town Council Meeting Valdese Town Hall 102 Massel Avenue SW, Valdese Monday, March 6, 2023 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. Recognition of Draughn High School's Volleyball Team

6. Consent Agenda

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

- A. Approval of Regular Meeting Minutes of February 6, 2023
- B. Reappointment to Valdese ABC Board
- C. Appointment to the Valdese Parks & Recreation Commission
- D. Lease Agreement at the Old Rock School with Dr. Kyle Barnes
- E. Approval of Ordinance Declaring Road Closures for the Town of Valdese Annual Events
- F. Request from Waldensian Style Wines to Sell Wine at Annual Events

7. New Business

- A. Arbor Day Proclamation
- B. Town Financial Update

8. Manager's Report

- A. Year of the Trail Outdoor Adaptive Recreation Day Friday, March 10, 2023, McGalliard Falls Park, 1:00 pm – 5:00 pm
- B. The Lucky Leprechaun Hunt begins Friday, March 17, 2023. Participants will search for Leprechauns hidden around Valdese. Prizes can only be redeemed during the Old Rock School hours, 8:00 am – 5:00 pm.
- C. Annual Budget Retreat is scheduled for March 23 & 24, 2023, 9:00 a.m. 5:00 p.m. at the Old Rock School, Waldensian Room
- D. Bluegrass at the Rock presents: Alan Bibey & Grasstowne, Saturday, April 1, 2023, at 7:30 p.m.
- E. Next Regular Council meeting scheduled for Monday, April 3, 2023, 6:00 p.m.

9. Mayor and Council Comments

10. Adjournment

The Town of Valdese holds all public meetings in accessible rooms. Special requests for accommodation should be submitted by individuals with disabilities at least 48 hours before the scheduled meeting time. Contact Town Hall at 828-879-2120 or TDD Phone Line (hearing impaired) 1-800-735-2962.

COMMUNICATION NOTES

- To: Mayor Watts Town Council
- From: Seth Eckard, Town Manager

Date: March 3, 2023

Subject: Monday, March 6, 2023 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of February 6, 2023

B. Reappointment to Valdese ABC Board

Staff recommends the reappointment of Seth Eckard (Chairman) to the Valdese ABC Board for a third, full three-year term that expires April 1, 2026.

C. Appointment to the Valdese Parks & Recreation Commission

Staff recommends the appointment of Chip Stallings (first term), whom will replace the unexpired term of Robert Murray. The unexpired term will expire on December 31, 2025. A short bio is enclosed in the agenda packet.

D. 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 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.

E. Approval of Ordinance Declaring Road Closures for the Town of Valdese Annual Events

Enclosed in the agenda packet is a request to close part of US 70/Main Street in Valdese for the Independence Day Celebration, Annual Waldensian Festival Events, Treats in the Streets, and Annual Christmas Parade. Actual dates and times are listed in the agenda packet.

F. Request from Waldensian Style Wines to Sell Wine at Annual Events

Enclosed in the agenda packet is a request from Waldensian Styles Wines to sell wine at the Craft Market event on April 29, 2023, from 9:00 a.m. to 4:00 p.m., Independence Day

Celebration on June 30, 2023, from 5:00 p.m. until 11:00 p.m., and the 48th Annual Waldensian Festival events on August 11 & 12, 2023, from 3:00 p.m. to 10:00 p.m.

7. New Business

A. Arbor Day Proclamation

Enclosed in the agenda packet is a Proclamation for Arbor Day 2023. Staff plans to conduct a ceremony in conjunction with Valdese Elementary School at the Old Rock School on Friday, March 17, 2023, at 2:00 p.m. Staff plans to plant an autumn blaze maple tree on the Old Rock School Temple Field near the permanent stage. Each student will be presented with a small tree.

B. Town Financial Update

Enclosed in the agenda packet is a presentation from Assistant Town Manager/CFO Bo Weichel, who will be at the meeting to provide an update on the Town's finances.

READING MATERIAL

^{6 of 37} VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT January 1st-31st, 2023 THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JANUARY, 2023. 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>	MONTHLY TOTAL
STATION DUTY	145 HOURS
VEHICLE DUTY	74 HOURS
EQUIPMENT DUTY	48 HOURS
EMERGENCY RESPONSES (ON DUTY)	60 HOURS
TRAINING (ON DUTY)	22 HOURS
FIRE ADMINISTRATION	246 HOURS
TRAINING ADMINISTRATION	2 HOURS
MEETINGS	23 HOURS
FIRE PREVENTION ADMINISTRATION	61 HOURS
FIRE PREVENTION INSPECTIONS	46 HOURS

<u>TYPE</u>	NUMBER OF INSPECTIONS	VIOLATIONS
ASSEMBLY	5	10
BUSINESS	5	28
DAYCARE	0	0
EDUCATIONAL	0	0
FACTORY	2	0
HAZARDOUS	0	0
INSTITUIONAL	3	12
MERCANTILE	0	0
RESIDENTIAL	5	4
STORAGE	4	6
FOSTER HOME	0	0
REINSPECTIONS	11	18
TOTAL:	35	78

PUBLIC RELATIONS	3 HOURS
HYDRANT MAINTENANCE	1 HOURS
SAFETY ADMINISTRATION	17 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	5 HOURS
EXTRA DUTY FIRES	31 HOURS
NON-DEPARTMENTAL DUTIES	0 HOURS
EXTRA DUTY TRAINING	55 HOURS
EXTRA DUTY FIRE/MED STANDBY	0 HOURS
PHYSICAL TRAINING	15 HOURS
EXTRA DUTY MEDICAL RESPONSES	66 HOURS
VOLUNTEER FIREFIGHTER TRAINING	155 HOURS
TOTAL TRAINING MANHOURS:	232 HOURS

FIRE:

MONTHLY TOTAL

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TOTAL RESPONSES: 66		52
	TOTAL RESPONSES:	66

GREG STAFFORD, CHIEF VALDESE FIRE DEPARTMENT

Community Affairs & Tourism Monthly Stats February 2023

Tourism Statistics

8,733

7,471

15,769

29,364

79,690

298

400

34 **3,200**

Average Number of Attendees

visitvaldese.com Visits (reported from Feb 1-20)

townofvaldese.com Visits (reported from Feb 1-20)

Top 5 Pages Viewed (townofvaldese): Utilities, Recreation, Aquatics, Career Opportunities, Water Department

Facebook

of followers

Post Engagement (last 28 days)

Post Reach (last 28 days)

Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive: 99.66% Negative: .34%

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

Approximate # of Visitors to the Tourism/CA Office

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM

TEACHER'S COTTAGE WALDENSIAN ROOM

CLASSROOMS

MAJOR EVENT (ENTIRE SCHOOL)

Major Events Held at the Old Rock School

BCPS Science Fair, Carolina State Royalty Pageant, Bible Talks Conference

Monthly Old Rock School Rentals

Old Rock School Total Attendance

CA Summary for February 2023

A short yet busy month, February saw a full calendar of facility rentals, hosting multiple major events throughout the school. The Burke County Public Schools Science Fair, The Carolina State Royalties Pageant, and the Swinson Bible Talk Conference were all held within a two week period. Bluegrass at the Rock featured Darin & Brooke Aldridge on February 4th, selling over 300 tickets. Tickets for the final two shows of the season remain steady and booking is already underway for next season. Planning for upcoming events such as the Leprechaun Hunt and the Spring Craft Market are in full swing, as well as preparation for summer events. The 2023 FFN Summer Concert Series was finalized and promotional materials have been purchased. The 48th Annual Waldensian Festival planning continues with vendor booking, securing entertainment, and promotion. Renovations are being discussed for plans on how to utilize the Rural Transformation Grant in the upcoming years.

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

March 1, 2023

To:Seth EckardFrom:Chief MossRe:Boots on the ground

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	89	Visual Checks / Walk around
Old Rock School	78	Visuals Checks / Walk around
Children's Park	70	Visual Checks / Walk around
Community Center	92	Visual Checks / Walk around
Lakeside Park	56	Community Contact
Main St Extra Patrol	Nigh	tly Door Checks
Business/Residential Contact	38	Community Policing
Family Fun Night	0	Community policing
Myra's Car show	N/A	

Our officer have logged 482 residential/business security checks, 702 extra patrols and 38 community policing contacts in 30 days for a total of 1,222 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs.

TOWN OF VALDESE TOWN COUNCIL REGULAR MEETING February 6, 2023

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

Absent:

A quorum was present.

Mayor Watts 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:

RECOGNITION OF THE DRAUGHN HIGH SCHOOL FOOTBALL & CHEERLEADING TEAM: Parks & Recreation Director David Andersen recognized the Draughn High School football team, who was 13 - 2 overall, first-ever conference title for DHS, Western 1A, regional runner-ups, and lost to Mount Airy, who ended up winning the State Championship. Mr. Andersen introduced Head Football Coach Chris Powell. Coach Powell shared that out of 55 all-county players, 20 were from DHS. Coach Powell thanked the Council for their support and for recognizing the team. Members of the Council thanked the coaches, players, and parents. DHS Principle Jeanene Burris also shared a few words and thanked the football players. Coach Powell thanked the Valdese Police and Fire Department for all they have done to support their season. The Cheerleaders could not attend the meeting.

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

Rule 5. Public Comment

Any individual or group who wishes to address the council shall inform the town clerk, any time prior to the start of the meeting, and provide their name, address and subject matter about which they wish to speak. Comments should be limited to <u>five minutes</u> per speaker.

No comments from the public.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JANAURY 9, 2023

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEES: Police Chief Jack Moss introduced new Police Officer Andrew Smith, and Public Works Director Allen Hudson introduced new Utility Field Technician Nicholas David.

APPROVED BID FOR MAIN STREET CURB REPLACEMENT & PAINTING: Public Works Director Allen Hudson shared a presentation on the need for curb replacement and painting of the curbs and crosswalks. Mr. Hudson explained that the paint was chipping off, and the top edge of the sidewalks was deteriorating. Mr. Hudson shared that approximately 90 feet of the curbing would be completely replaced. Mr. Hudson sought out bids and recommends using Jimmy Coffee Concrete for the curb replacement in the amount of \$3,400 and Hickory Sealing & Striping for the curb/crosswalk painting in the amount of \$8,490.



Valdese Public Works

Main Street Curb Replacement & Painting

Curb Replacement JIMMY COFFEE CONCRETE . Simo Main Street from Phaley Street heading East lowards Foothills Thint: Slove



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MOBILIZATION & TRAFFIC CONTROL		480.00	602.00



Councilwoman Lowman made a motion to accept the bid from Jimmy Coffee Concrete, for Curb Replacement, in the amount of \$3,400, and to Hickory Sealing & Striping, for Crosswalks & Curb Painting, in the amount of \$8,490, seconded by Councilman Barus. The vote was unanimous.

<u>APPROVED CHRISTMAS DECORATION IMPROVEMENTS</u>: Community Affairs Director Morrissa Angi shared a proposal to enhance the Christmas decorations downtown. Ms. Angi shared the following presentation:

Christmas Decoration Ideas

Town Council Meeting Presentation - February 2023



Unlit Holiday Garland - 9' sections at \$200/strand = \$2,400

Décor Improvements



- The Arrival
- Old Rock School
- Entrance Signs
- Fountain Carolina
- Centennial Fountain
- Town Hall
- Fire/Police Dept
 Recreation Center





VALDESE, NG

Add Lit Holiday Garland - 9' sections at \$225/strand = \$1,350

Décor Improvements

February 6, 2023, MB#32



Add Lit Holiday Garland - 9' sections at \$225/strand = \$4,500

Décor Improvements



- Fence at Bakery (Carolina Street)
- The Arrival
- Old Rock School
- Entrance Signs
- Fountain Carolina
- Centennial Fountain
- Town Hall
- Fire/Police Dept
- Recreation Center



Add exterior lighting to all locations where electricity is available. Purchase light strands, net lights for shrubs, wreaths and additional garland to add to what is already used. Estimated Cost: \$15,000

Additional Lighting



Bows on Light Poles – Along Main Street – Add bows to both sides of light poles = \$5,000 (on 100+ poles) - Reuse last year's bows at Town facilities and with new garlands

Décor Improvements



Plan for "wow" with photo opportunities for families during holiday events = \$7,500 (3 bulbs) Where? Three Graces Art Installation or Old Rock School

Interactive

Goals

- Create "quaint Hallmark type small holiday town"
- · Enhance Areas Already Decorated
- MORE MORE MORE Lights!
- Target Areas with Holiday Traffic downtown, Old Rock School, etc.
- Let light poles connect lit areas of interest
- Create "holiday welcome" at entrance signs
- Add to the décor each year... More garland, more wreaths, etc.



- Garland = \$8,250
 Lighting = \$15,000
- Eighting = \$15,00
 Bows = \$5,000
- Photo Props "wow" = \$7,500

Total = \$35,750

Town Manager Seth Eckard explained that we are considering this now because the Christmas decorations are cheaper now versus waiting until the Christmas season. Councilman Barus shared that many constituents have commented to him about wanting to see more lights. Councilman Barus asked if we were replacing the garland around the light poles. Public Works Director Allen Hudson explained that every year we replace 10-20 pieces of garland that look bad and repurpose them in other areas if it is still usable. Mr. Eckard shared that our yearly Christmas budget is to maintain what we currently have. Councilman Barus thanked the Public Works team for putting up all the decorations. Councilwoman Lowman is excited about the photo opportunities. Councilwoman Hildebran shared that in her affiliation with the Town for 40-plus years, there had always been an issue and complaints with the Christmas decorations, and expressed the importance of setting aside money to go towards updating. Councilman Mears shared that he is not opposed to enhancing the decorations at the facilities, but wants to see the downtown area improved and asked if it was possible to get businesses involved in sponsoring Christmas trees. Ms. Angi shared that businesses get involved by decorating their windows. Mr. Eckard explained that access to power on Main Street limits us. Councilman Mears and Councilman Barus feel we could use two photo opportunities at both ends of the Town. Councilman Barus thanked Ms. Angi for putting this together as requested.

Councilwoman Lowman made a motion to approve the Christmas decoration improvements in the amount of \$35,750, seconded by Councilman Skidmore. The vote was unanimous.

February 6, 2023, MB#32

APPROVED BUDGET AMENDMENTS: Assistant Town Manager/CFO Bo Weichel presented the following Budget Amendments:

Valdese Town Council Meeting	Monday, February 6, 2023
Budget Amendment #	6
Subject:	Holiday decorations
Description:	

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

-		Decrease/	Increase/
Account	Description	Debit	Credit
10.3990.000	General Fund Balance Appropriated		35,750
	Total	\$0	\$35,750

Amounts appropriated for expenditure are hereby amended as follows:

-		Increase/	Decrease/
Account	Description	Debit	Credit
10.6250.331	Holiday Supplies and Decor	35,750	
	Total	\$35,750	\$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 6, 2023	
Budget Amendment #	7	
Subject:	Curb replacement and painting	
Description:		

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

			Decrease/	Increase/
	Account	Description	Debit	Credit
1	10.3991.000	Powell Bill Fund Balance		11,890
		Total	\$0	\$11,890

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5700.730	Sidewalks	11,890	
	Total	\$11,890	\$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.

February 6, 2023, MB#32

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

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

Concerts at the Rock presents: Joe Mullins & the Radio Ramblers, Saturday, March 4, 2023, at 7:30 p.m.

MAYOR AND COUNCIL COMMENTS: Councilwoman Lowman went to see Old Colony Players Beauty and the Beast, Jr. and was so impressed by the talent. The cast members were 18 years old and under. Councilwoman Hildebran also went and was very impressed as well.

Councilwoman Hildebran thanked Morrissa Angi, Annie Hogan, and the staff involved in the Newsletter that just went out to citizens and has had so many positive comments. Councilwoman Hildebran went on a tour of the Recreation department improvements and was so impressed by the updates and thanked David Andersen. Councilwoman Hildebran took her grandson to the Friday night bowling and feels it is a great program.

Mayor Watts recognized Cindy Stephens, who was newly appointed to the Valdese Planning Board. Mayor Watts also thanked Town Clerk Jessica Lail for what she does for Council.

Councilman Barus went to the newly elected official's class and enjoyed it. Councilman Barus thanked everyone who worked on the Newsletter and Assistant Town Manager/CFO Bo Weichel for all he did.

ADJOURNMENT: At 6:46 p.m., there being no further business to come before Council, Councilwoman Hildebran made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

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

Town Clerk

Mayor

jl

MEMORANDUM

TO: Mayor and Town Council

FROM: Jessica Lail, Town Clerk

DATE: March 3, 2023

SUBJECT: Valdese ABC Board Reappointment

Staff recommends the reappointment of Seth Eckard to a third, three-year term on the Valdese ABC Board. The term will expire April 1, 2026.

MEMORANDUM

TO:	Mayor and Town Council
FROM:	David Andersen, Parks & Recreation Director
DATE:	March 3, 2023
SUBJECT:	Parks & Recreation Commission Appointment

Staff recommends the appointment of Chip Stallings (first term), who will replace the unexpired term of Robert Murray. The unexpired term will expire December 31, 2025.

Chip Stallings Bio:

Chip was born in Laurinburg, NC but raised in Wilmington, where his parents still live today. After going to Liberty University for his undergrad, he moved to West Palm Beach, FL and pastored in that areas for 20 years. In 2008, Chip was married to his wife Brittni. They love their active home filled up by their three sons: George, Deane and Thomas. When not coaching his son's sports teams, Chip enjoys working in the yard and pulling on his UNC Tarheels, Washington Commanders and Los Angeles Dodgers.

Chip began his ministry as Senior Pastor at East Valdese Baptist Church in February 2021. While pursuing his Masters of Divinity degree in Leadership, he served as the Director of The Center of Pastoral Leadership at Liberty Baptist Theological Seminary. In addition to serving in these pastoral roles, Chip also enjoys consulting and coaching executives towards achieving personal and corporate success.



State of North Carolina – County of Burke Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this <u>First</u> day of <u>April 2023</u>, by and between the TOWN OF VALDESE, hereinafter called "Lessor" and <u>Dr. Kyle Barnes</u> 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) <u>Storage Room</u> 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 <u>First</u> day of <u>April, 2023</u> and extending to the <u>31st</u> day of <u>March 2024</u>.
- 1.03 RENT: Lessee agrees to pay Lessor a monthly rent of <u>\$50.00</u>. 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:

- 12.013 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 **<u>Private Office & File Storage</u>** 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 an 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

³³ 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

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 of Taking of Premises

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

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

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

ARTICLE 7.00

Additional Provisions

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

ARTICLE 8.00

Special Provisions

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

Witness (Attest)

X_____

Dr. Kyle Barnes. Dr. Kyle Barnes, Owner Lessee

X_____

Witness





NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

Valdese, North Carolina 28690-0339 Phone (828) 879-2120 | Fax (828) 879-2139 | TownofValdese.com

AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS

WHEREAS, the Town of Valdese desires to schedule an Independence Day Celebration, Annual Waldensian Festival; Treats in the Streets; and the Annual Valdese Christmas Parade; and

WHEREAS, part of US 70/Main Street in Valdese will need to be closed for each of these special events; and

WHEREAS, G.S. 20-169 provides that local authorities shall have power to provide by ordinance for the regulation of the use of highways by processions or assemblages;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Valdese pursuant to G.S. 20-169 that the following portion of the State Highway System be closed during the times set forth below:

2023 Independence Day Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on June 30, 2023 from 5:00 PM until 11:00 PM.

2023 Waldensian Festival Kickoff Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 11, 2023 from 5:00 PM until 11:00 PM.

2023 Waldensian Festival Celebration (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on August 12, 2023 from 5:30 AM until 11:00 PM.

2023 Valdese Treats in the Streets (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on October 31, 2023 from 3:30 PM until 6:30 PM.

2023 Valdese Christmas Parade (*Description of Closure: 1.19 mi. US 70 Main St from Hoyle St to Eldred St*) on December 2, 2023 from 9:30 AM until 12 Noon.

Signs shall be erected giving notice of the limits and times of these street closures as required by G.S. 20-169.

THIS, the 6th day of March, 2023.

Charles Watts, Mayor

ATTEST:

Town Clerk

Parade Detour Signage and Road Closure Notice

Main St. (US 70) will be closed from Hoyle St to Eldred St. The Detour route will use Hoyle St, PineBurr Av, and Eldred St. Detour signage will be placed as follows.

Eastbound Detour

1. Main St and Sterling St (eastbound) - Road Closed Ahead

- 2. Main St and West End St (eastbound) Detour Ahead
- 3. Main St and Hoyle St (eastbound) Detour Right
- 4. Hoyle St and Pineburr Ave Detour Left
- 5. Pineburr Ave and Orchard St Detour Left
- 6. Eldred St and Pineburr Detour Left
- 7. Main St and Eldred Detour Right

Westbound Detour

- 8. Main St 1000 feet prior to Eldred St (Westbound)-Road Closed Ahead
- 9. Main St. 500 feet prior to Eldred St (Westbound)-Detour Ahead
- 10. Main St and Eldred St (Westbound) Detour Right
- 11. Eldred St and Pineburr Detour Right
- 12. Pineburr Ave and Orchard St Detour Right
- 13. Hoyle St and Pineburr Ave-Detour Right
- 14. Main St and Hoyle St Detour Left

******* During closure period intersections will be manned with either REACT personnel or Valdese Police Officer**********

Note: Sign locations are indicated by number on the map.



Burke County, NC Disclaimer: The information contained on this page is taken from aerial mapping, tax mapping, and public records and is NOT to be construed or used as a survey or 'tegal description'. Only a licensed professional land surveyor can legally determine precise locations, elevations, length and direction of a line, and areas.

http://www.webgis.net Anderson & Associates, Inc. http://www.endassoc.com

init: start init: done



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

Town of Valdese,

Waldensian Style Wines respectfully requests to sell wine at the following events:

-Craft Market - Saturday, April 29, 2023 from 9am-4pm on Temple Field behind the Old Rock School

-Independence Day Celebration on June 30, 2023 from 5:00pm until 11:00pm (In the designated area in the 100 block of West Main Street in Downtown Valdese)

-48th Annual Waldensian Festival

- August 11, 2023 from 5pm until 11pm
- August 12, 2023 from 3pm until 10:00pm
- (In the designated area in the 100 block of West Main Street in Downtown Valdese)

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.

Sincerely,

Eddie Zimmerman Waldensian Style Wines Owner

Office of the Mayor

Town of Baldese North Carolina

Proclamation

ARBOR DAY 2023 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, 2023 is the 151st 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 35 years.

NOW, THEREFORE, I, Charles Watts, Mayor of the Town of Valdese, North Carolina, do hereby proclaim Friday, March 17, 2023, as the 151st 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 6th day of March, 2023.

Charles Watts, Mayor



The Town of Valdese proclaims March 17, 2023 as Arbor Day.



The Town of Valdese, in conjunction w/ Valdese Elementary School, would like to invite you to an Arbor Day ceremony on March 17, 2023 at the Old Rock School Temple Field. The program will begin at 2:00 P.M. Come join us in the celebration of Arbor Day.

****See Below****

Site - Old Rock School, Temple Field

1 – Welcome

2 - Thanks to Valdese Elementary

3 - Planting of Arbor Day Tree and Explanation of Importance

4 – Presentation of trees to Fourth Graders of Valdese Elementary

TOWN OF VALDESE

2023 March Council Meeting

FINANCIAL STANDING

- BENCHMARK MEASURES
- GENERAL FUND FINANCIAL HEALTH CHECKUP

1



The following financial analysis pulls data from each municipality's audited Annual Financial Reports from the prior five years.

The graph's contain data comparing Valdese's financial health to our peer group.
NORTH CAROLINA

Select Report Type	Please select criteria for report: General Fund		
Select Report	Type of Unit	Unit	
Select Report Criteria	Municipality ~	Valdese P: 4677 WS: Y E: N	~
4 Select Export Option	Do you want to select Benchmark Peers?	Peer1 Unit	
	Yes	Conover P: 8437 WS: Y E: N	÷
	Peer2 Unit	Peer3 Unit	
	Claremont P: 1695 WS: Y E: N ~	Long View P: 5095 WS: Y E: N	~
	Peer4 Unit	Peer5 Unit	
	Maiden P: 3743 WS: Y E: Y ~	Granite Falls P: 4957 WS: Y E: Y	ų.

FINANCIAL HEALTH CHECKUP GENERAL FUND





Debt Service				
Addresses how financially obligated the Town is by measuring the amount of expenditures committed to annual debt service payments.				
TOWN OF VALDESE Genral Fund Debt				
	Annual Payment	Balance Remaining	Years Remaining	
Fire Engine (USDA)	26,908	53,816	2	
Fire Ladder Truck (USDA)	52,761	844,176	16	
Trucks & Equip-Street (Truist)	53,743	214,972	4	
Town Hall (USDA)	88,878	2,577,462	29	
Splash Park (USDA)	19,483	701,388	36	
Patrol Vehicles (Truist)	18,471	55,410	3	
Total	260,244	4,447,224		

General Fund Health Checkup: Fund Balance Percentage					
This percentage measures the amount of funds available, beyond expected revenue and expenditures, to meet future unexpected needs and emergencies.					
Commonly referred to as "reserves" or "savings".					
	\$4,907,145				
113.50%					
		Fur	nd Balance Hist	ory	
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
	18.56 %	60.53 %	72.06 %	93.69 %	113.50 %
This means we have over 14 months of reserves available to cover or expenditures. This allows Valdese to take advantage of time sensitive opportunities, invest in large projects without the need to borrow, and increase interest earned on investment. It also shows us we can weather an economic slowdown without reducing services or staffing.					



