



**Town of Valdese  
Town Council Meeting  
Valdese Town Hall  
102 Massel Avenue SW, Valdese  
Monday, October 4, 2021  
6:00 P.M.**

- 1. Call Meeting to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**

**4. Informational Items:**

- A. Communication Notes
- B. Reading Material

**5. Open Forum/Public Comment**

- A. Proclamation for Burke County, NC Nonprofit Day (aka 1BurkeGives)

**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 September 7, 2021
- B. Approval of Ordinance Declaring Road Closure for the Town of Valdese Annual Event
- C. Request from Old Colony Players to Sell Alcohol at Annual Event

**7. New Business**

- A. Introduction of New Employees
- B. Discontinued Benefits for Council
- C. Stipend Adjustments for Council
- D. Resolution of Sale of Town-Owned Property Located at 4250 Ralph Patton Rd.
- E. New Lease Agreement at Old Rock School with Tranquility Day Spa

**8. Manager's Report**

- A. Bluegrass at the Rock: Lonesome River Band, October 9, 2021, at 7:30 p.m. Visit [www.townofvaldese.com](http://www.townofvaldese.com) for ticket information.
- B. Treats in the Streets, Friday, October 29, 2021, 4:00-6:00 p.m.
- C. Next Regular Council meeting scheduled for Monday, November 1, 2021

**9. Mayor and Council Comments**

**10. Adjournment**

## COMMUNICATION NOTES

**To:** Mayor Black  
Town Council

**From:** Seth Eckard, Town Manager

**Date:** October 1, 2021

**Subject:** Monday, October 4, 2021 Council Meeting

### 6. Consent Agenda

#### A. Approval of Regular Meeting Minutes of September 7, 2021

#### B. Approval of Ordinance Declaring Road Closure for the Town of Valdese Annual Event

Enclosed in the agenda packet is a request to close part of US 70/Main Street in Valdese for the Draughn High School Homecoming Parade on Tuesday, October 12, 2021.

#### C. Request from Old Colony Players to Sell Alcohol at Annual Event

Enclosed in the agenda packet is a request from Old Colony Players to sell alcohol at "The Rocky Horror Show" performance on October 15, 16, 21, 22, 23, 28, 29, and 30, 2021 at the Fred B. Cranford Amphitheatre.

### 7. New Business

#### A. Introduction of New Employees

Parks & Recreation Director Doug Knight will introduce Athletic Supervisor Connor Taylor. Police Chief Jack Moss will introduce Administrative Assistant Harley Chesek-Brown.

#### B. Discontinued Benefits for Council

Mayor Black and Finance Director Bo Weichel will present Council with the option of discontinuing all insurance benefits effective June 30, 2022.

**Requested Action:** Mayor Black recommends Council approve the discontinuation of health, dental, vision, and supplemental insurance benefits for Council effective June 30, 2022.

#### C. Stipend Adjustments for Council

Mayor Black and Finance Director Bo Weichel will present the following stipend adjustment for Council:

Current – Mayor \$4,300 & Council \$2,800

New Proposal – Mayor \$8,000 & Council \$6,000

**Requested Action:** Mayor Black recommends Council approve the yearly stipend adjustments to \$8,000 for the Mayor and \$6,000 for Council members, effective immediately.

**D. Resolution of Sale of Town-Owned Property Located at 4250 Ralph Patton Rd.**

At the September 7, 2021 meeting, Council adopted a resolution proposing the acceptance of an offer to purchase town-owned property at 4250 Ralph Patton Rd., Morganton. In accordance with G.S. 160A-269, a notice was published detailing Council's intent to accept the offer and informed the public that any person could raise the bid. After receiving no additional bids, the highest bid received was from Nathaniel Saunders, in the amount of \$7,500.00. Enclosed in the agenda packet is a resolution approving the sale of the property.

**Requested Action:** Staff recommends that Council approve the sale of the property located at 4250 Ralph Patton Rd., Morganton, to Mr. Nathaniel Saunders for the purchase price of \$7,500.00.

**E. New Lease Agreement at Old Rock School with Tranquility Day Spa**

Enclosed in the agenda packet is a memo and a new annual lease agreement at Old Rock School with Tranquility Day Spa. As per the lease agreement, payment in the amount of \$350 is due monthly. Community Affairs Director Morrissa Angi will be at the meeting to present.

**Requested Action:** Staff recommends the approval of a new lease agreement with Tranquility Day Spa as presented.

# READING MATERIAL

## VALDESE POLICE DEPARTMENT

Jack W. Moss  
Chief of Police  
Post Office Box 339  
121 Faet Street  
Valdese, North Carolina 28690

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Telephone 828-879-2109  
Fax 828-879-2106

Sept 27, 2021

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

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	69	Visual Checks / Walk around
Old Rock School	60	Visuals Checks / Walk around
Children's Park	42	Visual Checks / Walk around
Community Center	60	Visual Checks / Walk around
Lakeside Park	24	Community Contact
Main St Extra Patrol		Nightly Door Checks
Business/Residential Contact	62	Community Policing
Family Fun Night	1	Community policing
Myra's Car show		Every Friday Night

Our officer have logged 383 residential/business security checks, 141 extra patrols and 62 community policing contacts in 26 days for a total of 586 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.

**VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT****AUGUST 1st-31st, 2021**

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

<b><u>ACTIVITY / FUNCTION</u></b>	<b><u>MONTHLY TOTAL</u></b>
STATION DUTY	123 HOURS
VEHICLE DUTY	103 HOURS
EQUIPMENT DUTY	51 HOURS
EMERGENCY RESPONSES (ON DUTY)	45 HOURS
TRAINING (ON DUTY)	223 HOURS
FIRE ADMINISTRATION	192 HOURS
TRAINING ADMINISTRATION	8 HOURS
MEETINGS	9 HOURS
FIRE PREVENTION ADMINISTRATION	26 HOURS
FIRE PREVENTION INSPECTIONS	15 HOURS

<b><u>TYPE</u></b>	<b><u>NUMBER OF INSPECTIONS</u></b>	<b><u>VIOLATIONS</u></b>
ASSEMBLY	0	0
BUSINESS	3	4
DAYCARE	0	0
FACTORY	1	18
HAZARDOUS	0	0
INSTITUTIONAL	0	0
MERCANTILE	0	0
RESIDENTIAL	1	0
STORAGE	1	3
UTILITY/MISC	0	0
REINSPECTIONS	6	4
<b>TOTAL:</b>	<b>12</b>	<b>29</b>

PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	2 HOURS
SAFETY ADMINISTRATION	5 HOURS
SAFE KIDS ADMIN/CRS INSPECTIONS	1 HOURS
EXTRA DUTY FIRES	9 HOURS
NON-DEPARTMENTAL DUTIES	0 HOURS
EXTRA DUTY TRAINING	135 HOURS
EXTRA DUTY FIRE/MED STANDBY	37 HOURS
PHYSICAL TRAINING	21 HOURS
EXTRA DUTY MEDICAL RESPONSES	27 HOURS
VOLUNTEER FIREFIGHTER TRAINING	140 HOURS
<b>TOTAL TRAINING MANHOURS:</b>	<b>498 HOURS</b>

**FIRE DEPARTMENT EMERGENCY RESPONSES:**

<b><u>FIRE:</u></b>	<b><u>MONTHLY TOTAL</u></b>
FIRE ALARM	5
MUTUAL AID TO STATION 63	3
UNFOUNDED	1
TREE DOWN	1
ELECTRICAL HAZARD	2
STRUCTURE FIRE	1
SMOKE INVESTIGATION	2
SERVICE CALL	1
VEHICLE FIRE	1
STANDBY	<u>1</u>
	<b>18</b>
<b><u>MEDICAL:</u></b>	
ABDOMINAL PAIN	1
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	0
ASSIST EMS	3
BACK PAIN	1
CANCELLED ENROUTE	1
CARDIAC	0
CHEST PAIN	6
CHOKING	0
CODE BLUE	0
DIABETIC	1
DOA	0
FAINTING	0
FALL	3
HEADACHE	0
HEMORRHAGE	3
OTHER	3
OVERDOSE/INTOXICATED	3
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	1
SEIZURE	2
SICK	4
STABBING	0
TRAUMATIC	0
UNCONSCIOUS	1
UNKNOWN	<u>0</u>
	<b>33</b>
<b><u>FIRE AND MEDICAL:</u></b>	
MOTOR VEHICLE ACCIDENT	<u>1</u>
	<b>1</b>
<b><u>TOTAL RESPONSES:</u></b>	<b><u>52</u></b>

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GREG STAFFORD, CHIEF  
VALDESE FIRE DEPARTMENT



## Community Affairs & Tourism Monthly Stats

### September 2021

#### Tourism Statistics

<i>townofvaldese.com Visits</i>	2,699 views
<i>visitvaldese.com Visits (reported from Sept 20-26)</i>	364 views
<i>downtownvaldese.com Visits</i>	1,584 views

#### Facebook

<i># of followers</i>	13,694
<i>Total # of engaged</i>	12,317
<i>Daily Total Reach</i>	109,452

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

Positive 99.21%

Negative .79%

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

<i>Approximate # of Visitors to the Tourism/CA Office</i>	410
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#### Community Affairs Stats

##### Old Rock School Rental Breakdown

AUDITORIUM	1
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	10
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	3

Major Events Held at the Old Rock School	Number of Attendees
PWRR Convention, One Blood Drive, America Majestic Miss Pageant	N/A

<i>Monthly Old Rock School Rentals</i>	22
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<b>Old Rock School Total Attendance</b>	<b>626</b>
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#### CA Summary for September 2021

September brought to a close a very busy, successful Summer season for the Community Affairs department. Labor Day weekend hosted the season finale of the FFN Summer Concert Series and drew out the largest crowd yet. This FFN season saw record numbers of attendees and drew support from the entire community in favor of the location change from the Wells Fargo town lot to the Old Rock School Temple Field. The concession stand hosted 10 different non-profits in the community, taking home profits from concessions sales and 50/50 raffles. After wrapping up summer events, plans began immediately for the quickly approaching Fall festivities: Treats in the Streets, Bluegrass at the Rock, Furrrocious Pet Costume Contest(sponsored by Barkside Grooming), and the Christmas in November Craft Show. The department will also be partnering with Farris Insurance to host the first ever "Great Gobbler" art contest, which will provide prizes and Thanksgiving dinners for 4 lucky families. Day to day operations include adding finishing touches on the tourism website, facility rental promotional videos, event promotions, managing Old Rock School rentals and leases, and ordering/organizing promotional Valdese merchandise for the tourism department.

**Proclamation**  
**Burke County, NC Nonprofit Day**  
**(aka 1BurkeGives)**

**Whereas**, charitable nonprofit organizations throughout Burke County save taxpayers thousands of dollars through their services and contribute significantly to the high quality of life for all citizens; and

**Whereas**, these organizations are committed to serving the educational, cultural, civic, health, religious, human and animal services, recreational, philanthropic, environmental, and other diverse needs of Burke County; and

**Whereas**, the staff and volunteers of all Burke County nonprofit organizations are dedicated to upholding the highest standards of community service, donating their time and effort to making a difference in the lives of others; and

**Whereas**, Tuesday, November 30, 2021 observance of “Burke County, NC Nonprofit Day” (aka 1BurkeGives) provides a unique opportunity for the citizens of Burke County to join together in appreciation and support of the many contributions made by nonprofit organizations to our continued wellbeing while boosting awareness for continued growth.

**Now, therefore**, I, [elected official], [official title], do hereby proclaim Tuesday, November 30, 2021 as Burke County, NC Nonprofit Day (aka 1BurkeGives) and encourage all citizens to recognize the positive impact nonprofit organizations have on the quality of life of the citizens of Burke County.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF VALDESE  
TOWN COUNCIL REGULAR MEETING  
SEPTEMBER 7, 2021**

The Town of Valdese Town Council met on Tuesday, September 7, 2021, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., 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, 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. He offered the invocation and led in the Pledge of Allegiance to the Flag.

**OPEN FORUM/PUBLIC COMMENT:**

**TRANSPARENCY – SUSAN BOTTAFUOCO, 605 CAROLINA ST SE, VALDESE:** Ms. Bottafuoco shared a story with Council on how her family chose Valdese as their home. Ms. Bottafuoco attended her first Council meeting last month and has heard throughout the Town that there is a severe lack of communication among the Town Council, paid Administration, and staff. Ms. Bottafuoco stated that she received that same impression of the Board from last month's meeting. Ms. Bottafuoco would like to address transparency and accountability and know more about the Town's vehicles. Ms. Bottafuoco feels that no Town employee unless it's a Police or Fireman, should have a take-home vehicle. Ms. Bottafuoco also has concerns with the plans for the new Police and Fire Station.

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

**APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF AUGUST 2, 2021**

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH P&W RAILROAD CLUB:** Annual Lease Agreement at the Old Rock School with P & W Railroad Club in the amount of \$230 per month.

**APPROVED LEASE AGREEMENT AT OLD ROCK SCHOOL WITH David Harmon Studios, LLC:** Annual Lease Agreement at the Old Rock School with David Harmon Studios, LLC in the amount of \$350 per month.

**APPROVED APPOINTMENT TO VALDESE HOUSING AUTHORITY:** Mr. Dan Hoyle was reappointed to a five-year term. The term will expire on October 31, 2026.

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

***End Consent Agenda***

**ITEMS REMOVED FROM CONSENT AGENDA:** None

**NEW EMPLOYEE INTRODUCTION:** Public Service Director Greg Padgett introduced Eric Wilson, Water Plant Operator.

**ANNUAL PROPERTY TAX COLLECTION REPORT:** Finance Director Bo Weichel presented the following report:

Tax Year 2020 Property Tax Statement Annual Settlement	
<b>Property Valuations</b>	
Real Estate	299,530,742
Personal	88,184,908
Senior Citizen Exemptions	(5,204,474)
Total Property Valuation Subject to Tax Rate	382,511,176
Levy	2,044,267
Discoveries	68,784
Late List Penalties	640
Total Levy	2,113,691
Less Collected as of 6/30/2021	2,061,537
Releases	1,585
Uncollected 2020	52,686
Ratio of Taxes Collected to Total Levy	97.61%
<b>Motor Vehicle</b>	
Levy	212,358
2020 Collection by Burke County	210,983
Collection Costs	8,316

Councilman Ogle was concerned with how many homes were not being collected because we are behind. Mr. Weichel shared the steps to collecting back taxes.

**PRESENTATION OF TOWN WEBSITE:** Community Affairs Director Morrissa Angi shared with Council two different websites, one being a new tourism website and an update to the Town of Valdese website. Ms. Angi showed highlights of each. Ms. Angi shared that citizens who may not have social media can view posts on the website. (You can visit both websites by going to [www.townofvaldese.com](http://www.townofvaldese.com).)

**PRESENTATION OF SAFETY AWARDS:** Safety Director Truman Walton presented the North Carolina Department of Labor Safety Awards for 2020. Mr. Walton presented the following Safety awards: Administration – 33<sup>rd</sup> consecutive year, Community Affairs – 10<sup>th</sup> consecutive year, Fire Department – 6<sup>th</sup> consecutive year, Recreation Department – 10<sup>th</sup> consecutive year, Public Works – 3<sup>rd</sup> consecutive year, Water Department – 4<sup>th</sup> consecutive year, and Waste Water Department – 5<sup>th</sup> consecutive year.

**PRESENTATION OF TOWN VEHICLES & EQUIPMENT:** Public Services Director Greg Padgett presented Council with a PowerPoint presentation on all the rolling stock the Town owns. Mr. Padgett went through each piece of equipment and vehicle, giving the use, year, mileage, and why it is important to have. Mr. Padgett also highlighted the services provided specifically in the Public Works department. Mr. Padgett shared that Public Works has a new leaf truck, with the old one still in use, but has been damaged by rocks and debris within the leaf piles. The old leaf truck is also used to put sand out in the winter for inclement weather. Mr. Padgett explained the large area of Valdese and within Burke County that the Town services waterlines. Town Manager Seth Eckard shared that the Town has four take-home vehicles in Public Works other than the Police Officers. Mayor Black asked why the Water Plant has mowers instead of Public Works mowing. Mr. Padgett explained that Public Works has so many other tasks that they don't have time. Several of the departments mow and take care of their lawns. Mr. Padgett also pointed out that several of the departments get hand-me-down vehicles. Councilwoman Hildebran shared that in talking to citizens, they like our services and she would only be in favor surplus vehicles if they start saying they no longer want the services. (A copy of the PowerPoint presentation can be obtained by contacting the Clerk's office.)

**APPROVED RESOLUTION FOR OFFER TO PURCHASE TOWN-OWNED PROPERTY LOCATED AT 4250 RALPH PATTON RD.:** Planning Director Larry Johnson presented the following resolution:

#### RESOLUTION AUTHORIZING UPSET BID PROCESS

(Sale of 4250 Ralph Patton Road, Morganton NC)

WHEREAS, the Town of Valdese owns certain property located at 4250 Ralph Patton Road in Morganton, NC, which is described as follows:

BEGINNING on an iron pipe on northwest edge of Scenic Drive (now Browning Street), the southwest corner of the house lot and runs with the edge of Scenic Drive, South 62° 02' West 73.74 feet to an iron pipe, corner of Lot 157; thence with the line of Lot 157 North 37° 47' West 114.66 feet to an iron pipe, corner of Lots 161 and 154; thence with the line of Lot 154, North 63° 25' East 81.60 feet to an iron pipe, the northwest corner of the house lot; thence with a new line South 34° East 111.64 feet to the BEGINNING corner and being approximately one-half of lots 155 and 156 as shown on Map of Sunny Side Development (Plat Book 2, page 48) (Ben Snipes Estate).

BACK REFERENCE: Book 1735, page 650 and Parcel 2 of Book 1735, page 641, Burke County Registry. See also Book 264, page 658; part of Book 222, page 691; and part of 214, page 360, Burke County Registry.

REID NO.: 38216, PIN NO.: 2711174572

WHEREAS, North Carolina General Statute §160A-269 permits the town to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the town has received an offer to purchase the property described above, in the amount of \$7,500, submitted by Nathaniel Saunders; and

WHEREAS, Nathaniel Saunders has paid the required five percent (5%) deposit of his offer;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF VALDESE RESOLVES THAT:

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the town clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the town council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made by cashier's check or by certified check. The town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The town will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

(a) the town council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and

- (b) the buyer must pay the purchase price in certified funds at the time of closing; and
- (c) the property shall be sold "as is" and subject to all existing easements.
- (d) the town will reserve easements for all town utility lines located on or under the property.
- (e) the property shall be conveyed by special warranty deed.

8. The town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject all bids at any time .

THIS RESOLUTION IS ADOPTED SEPTEMBER 7<sup>th</sup>, 2021.

TOWN OF VALDESE

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

ATTEST: /s/ Town Clerk

Mr. Johnson shared that the Town acquired this property with the acquisition of Triple Community. The property had a water tank on it that was removed; however, the pillars are still there. Mr. Saunders who has requested to purchase the property, has been maintaining it. Mr. Johnson explained that if Council voted to approve this resolution, we would proceed in advertising for upset bids.

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

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

Valdeese Town Council Meeting Tuesday, September 7, 2021

Budget Amendment # 5

Subject: Emergency repair of HVAC unit for women's locker room area

Description: The 23 year old unit stopped working completely. This unit is on the CIP to be replaced in a future year, however it do not make it that long. Three companies came to diagnose the situation and repair options. Each evaluation said that the unit needs to be replaced considering the age and parts. The lowest of three quotes was from Hickory Sheet Metal, Co. for \$7,400.

Proposed Action:  
BE IT ORDAINED by the Council of the Town of Valdeese that, pursuant to Section 15 of Chapter 159 of the General Statutes of North Carolina, the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2022:

Section I:  
The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		7,400
Total		\$0	\$7,400

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay	7,400	
Total		\$7,400	\$0

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

Councilwoman Hildebran asked where the money would be coming from. Town Manager Seth Eckard stated the Fund Balance. Mr. Weichel shared that this was on the current CIP, that it would just be moved up.

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

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

There will be a Ribbon Cutting at the Valdese Lakeside Park on November 22<sup>nd</sup>, 2021, at 1:30 pm.

2020 Census information is in, and it is excellent news for the Town of Valdese. The WPCOG provided the following information.

- Overall, Burke County's population decreased 3.7% (or by 3,342 people between 2010 and 2020)
- Connelly Springs, Rutherford College, Rhodhiss, Drexel, and Hildebrand all saw their population decrease.
- Glen Alpine grew by 0.08%, Morganton grew by 3.3%
- Long View grew by 4.5%, but the majority of its growth took place in Catawba County
- The Town of Valdese experienced the highest population growth rate in Burke County, with a 4.4% increase in population. This brings our population up to 4,689. The number of housing units in Valdese increased by 10.8% during that same period.

Population growth is important because of the way sales tax is allocated in Burke County. Sales tax is distributed to municipalities based on their population percentage of Burke County's overall population. The growth in our percentage share of Burke County's population means Valdese will see more sales tax revenue beginning next year.

The three recently announced multifamily housing developments (Pine Crossing, Alba Waldensian on Main Street, and Tron Place), totaling approximately 200 new units and 30 - 35 million dollars of new tax base, are even better news. These three developments will be coming online within the next four years.

In addition to that, we can only guess how many of the hundreds of undeveloped lakeside subdivision lots will be built-out over the next ten years.

It's exciting to see that people are choosing to invest and live in Valdese!

#### **MAYOR AND COUNCIL COMMENTS:**

Councilman Sweezy expressed his appreciation for the different departments and the services they provide.

Councilwoman Stevenson thanked our new Code Enforcement/Animal Control Officer Dylan Hicks for helping her neighbor with an Animal Control issue.

Councilwoman Hildebran shared that she also received praise from a citizen for Officer Hicks and is impressed with the Polices, Boots on the Ground initiative.

Mayor Black noted the impressive VEDIC report in the Communication Notes on how many loans they have made over the years.

**ADJOURNMENT:** At 7:16 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Hildebran. The vote was unanimous.

The next regular Council meeting is scheduled for Monday, October 4, 2021, at 6:00 p.m.

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Town Clerk

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Mayor

jl



## 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

### **AN ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENTS**

WHEREAS, for many years the Town of Valdeese has sponsored the Draughn High School Homecoming Parade; and

WHEREAS, the Town of Valdeese desires to schedule the Draughn High School Parade on Tuesday, October 12, 2021; and

WHEREAS, part of US 70/Main Street in Valdeese will need to be closed for the parade; 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 Valdeese pursuant to G.S. 20-169 that the following portion of the State Highway System be closed during the times set forth below:

#### **DRAUGHN HIGH SCHOOL HOMECOMING PARADE**

Date: October 12, 2021

Time: 6:30pm to 7:30pm

Route: Main Street (US 70) from Hoyle Street to Eldred Street

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

This ordinance shall take effect upon adoption.

THIS, the 4<sup>th</sup> day of October, 2021.

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JOHN F. BLACK, JR., MAYOR

---

Town Clerk





1150

## Old Colony Players, Inc.

400 Main Street West Valdese North Carolina  
PO Box 112 Valdese NC 28690 | oldcolonyplayers.com | 828.522-

Email: ftdfoutdoordrama@yahoo.com

### Board of Directors

September 21, 2021

### Board of Directors

#### Chair

Louis Vinay

#### Treasurer

Morrissa Angi

#### Members

Jennifer Icard-  
Abernethy  
Tammy Black  
Sharon Bowman  
Mindy Knox Cook  
Laura Spencer Hall  
Josh Lail  
Greg Mastin  
Philip Brendel,  
Ex- Officio  
Susan Stevenson,  
Ex-officio

#### General Manager

Edyth Pruitt

#### Bookkeeper

Karen Knight

Dear Valdese Council and Mayor,

Old Colony Players respectfully requests to sell beer and wine (hard cider) during the run of the Rocky Horror Show which will be at the Fred B. Cranford Amphitheatre. The show will Run on the nights of October 15, 16, 21, 22, 23, 28, 29, and 30. This request was fully approved by the Board of Old Colony Players at its September 20th meeting.

Alcohol will be sold in a separate tent from our regular concessions, wristbands will be distributed after checking ID's and signs will clearly identify "no alcohol beyond this point" at all entrances and exits to the seating area. Alcohol sales will begin when the seating area opens at 7:30 PM and will cease after intermission of the show (approximately 9:20 PM).

Old Colony Players, Inc is a 501(C)(3) tax exempt nonprofit corporation and will apply for any and all special even permits through the North Carolina ABC Commission once your permission is obtained and will strictly enforce all guidelines required by the commission. Please contact me with any questions you may have.

Sincerely,

Edyth P. Pruitt  
General Manger, Old Colony Players, Inc.  
(828)413-3730  
ftdfoutdoordrama@yahoo.com

**COUNCIL AGENDA MEMO**

**To:** Mayor & Council  
**From:** Seth Eckard, Town Manager  
**Date:** October 1, 2021  
**Re:** Discontinued Benefits for Council

**BACKGROUND**

For decades the Valdese Town Council has had insurance benefits in lieu of increasing their stipend. Due to the increase of insurance costs over the past few years, Council is seeking to discontinue its benefits.

**RECOMMENDATION**

Mayor Black recommends ending all health, dental, vision, and supplemental insurance benefits effective June 30<sup>th</sup>, 2022.

**BUDGET ANALYSIS:*****Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒

**COUNCIL AGENDA MEMO**

**To:** Mayor & Council  
**From:** Seth Eckard, Town Manager  
**Date:** October 1, 2021  
**Re:** Stipend Adjustments for Council

**BACKGROUND**

When comparing stipend compensation with neighboring jurisdictions, the Valdese Town Council is below average.

**RECOMMENDATION**

Mayor Black recommends increasing Town Council member's stipend to \$6,000 per year and the Mayor's to \$8,000 per year.

**BUDGET ANALYSIS:*****Budgetary Action***

Is a Budget Amendment required?

Yes

☒

No

☐

20 of 29	MAYOR Annual Stipend	COUNCILMEMBER Annual Stipend	INSURANCE
CONOVER	\$ 5,700	\$ 5,100	NOT AVAILABLE
MAIDEN	\$ 9,300	\$ 8,100	OPTIONAL (gets deducted from pay)
MORGANTON	\$ 7,072	\$ 5,657	SAME AS FULL TIME EMPLOYEES
LENIOR	\$ 3,457	\$ 3,063	NOT AVAILABLE
VALDESE	\$ 4,300	\$ 2,800	SAME AS FULL TIME EMPLOYEES
VALDESE ( <i>PROPOSED</i> )	\$ 8,000	\$ 6,000	NOT AVAILABLE As of June 30 <sup>th</sup> , 2022

*Most Recent Data Collected As Of 2020*

	Current	Proposed	NET CHANGE
Salary	18,300	38,000	↑ 19,700
Federal Taxes	1,400	2,907	↑ 1,507
Group Insurance	47,846	0	↓ 47,846
Governing Board budget			↓ 26,639

RESOLUTION  
(Sale of 4250 Ralph Patton Road Property)

WHEREAS, Nathaniel Saunders (Saunders) offered to purchase from the Town of Valdese for the sum of \$7,500 that parcel located at 4250 Ralph Patton Road in Morganton, North Carolina, which has been assigned REID No. 38216 and PIN 2711174572 by the Burke County Tax Office, said property being Parcel 2, Book 1735, page 641, Burke County Registry (the Property); and

WHEREAS, at its September 7, 2021, regular meeting, the town council adopted a resolution proposing to accept this offer; and

WHEREAS, as required by G.S. 160A-269, the town council directed town representatives to publish notice of the town's intent to accept the offer and notice that persons could raise the bid, and that notice was published; and

WHEREAS, more than ten (10) days expired without there being an upset bid, and the \$7,500 offer made by Saunders is the last and highest bid for the Property; and

WHEREAS, the town does not need the Property, and the town therefore desires to accept the offer made by Saunders and sell the Property to him upon the terms hereafter set forth;

IT IS THEREFORE RESOLVED pursuant to G.S. 160A-269 that the sale of the Property to Saunders for the purchase price of \$7,500 is approved; that the Property shall be sold "as is" and subject to all existing easements; and that the town shall reserve easements for all town utility lines located on or under the property, if any. The town manager is authorized and directed to deliver to Saunders a special warranty deed for the Property upon receipt of the purchase price.

THIS, THE 4<sup>TH</sup> DAY OF OCTOBER, 2021.

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

ATTEST:

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

(corporate seal)

## Community Affairs

# Memo

**To:** Valdese Town Council

**From:** Morrissa Angi

**cc:** Seth Eckard

**Date:** 9/30/2021

**Re:** New Lease Agreement with Tranquility Day Spa

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Still Waters Counseling Group occupied room #35 at the Old Rock School since July, 2015. Due to the unfortunate passing of the owner, the space has now been vacated. Upon this news, I met with the owner of Tranquility Day Spa, Tammy Benfield who has been searching for a larger space in Valdese.

Ms. Benfield has been a successful business owner in Valdese occupying the shared space with Salon on Main at 412 Main Street West. Ms. Benfield is a licensed medical esthetician offering a variety of health services related to skin care. She offers an extensive patient history review for each client and carries malpractice insurance. She is a member of Associated Skin Care Professionals and is a former RN would offer one on one consultations.

It is my recommendation to approve the lease agreement with Ms. Benfield for use of the space at the Old Rock School for her business purposes.

Thank you,

Morrissa Angi



State of North Carolina – County of Burke

# Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this First day of November, 2021, by and between the TOWN OF VALDESE, hereinafter called "Lessor" and Tranquility Day Spa 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) 35 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 November 2021 and extending to the 31st day of October, 2022; provided, however, because the Lessee may be required to move to a new facility during the one-year term of this lease, the Lessee shall have the right to terminate this lease at any time during the one-year lease term by providing to the Lessor at least 30 days prior written notice of termination.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of \$350.00. 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 <sup>25 of 29</sup> **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 an Office Space 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**

- 26 of 29
- 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 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,

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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\_\_\_\_\_

Lessor

*Seth Eckard, Town of Valdese (Town Manager)*

X\_\_\_\_\_

Lessee

*Tammy Benfield, Owner, Tranquility Day Spa*

X\_\_\_\_\_

Witness (Attest)

X\_\_\_\_\_

Witness