



**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Monday, October 7, 2019
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

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 3, 2019
- B. Approval of Special Meeting Minutes of September 23, 2019
- C. Valdese Housing Authority Appointment Request
- D. Lease Agreement at Old Rock School with David Harmon Studios, LLC
- E. Request to Sell Wine at Christmas Craft Show

7. New Business

- A. Introduction of New Employee
- B. Amendment to Interlocal Economic Development Agreement for Burke Business Park
- C. Old Colony Players Request to Sell Alcohol at The Ward of Sleepy Hollow Production at Fred B. Cranford Amphitheatre

8. Manager's Report

- A. Treats in the Streets, Thursday, October 31, 2019, 4:00-6:00 p.m.; Costume Contest at Wells Fargo Parking Lot at 6:00 p.m.
- B. Next Regular Council meeting scheduled for Monday, November 4, 2019
- C. Thanksgiving/Employee Appreciation Luncheon on Wednesday, November 13, 2019, 11:30 a.m.-1:00 p.m., Waldensian Room at Old Rock School
- D. Annual Dinner Meeting with Valdese Merchants, Thursday, November 14, 2019 at 6:30 p.m. Waldensian Room at Old Rock School

9. Mayor and Council Comments

10. Adjournment

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: October 4, 2019

Subject: Monday, October 7, 2019 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of September 3, 2019

B. Approval of Special Meeting Minutes of September 23, 2019

C. Valdese Housing Authority Appointment Request

The Valdese Housing Authority recommends the appointment of Ms. Maryann Diamond for a five-year term. The term will expire October 31, 2024.

D. Lease Agreement at Old Rock School with David Harmon Studios, LLC

Enclosed in the agenda packet is a lease agreement with David Harmon Studios, LLC for rental space at the Old Rock School in the amount of \$305 per month.

E. Request to Sell Wine at Christmas Craft Show

Enclosed in the agenda packet is a request from Waldensian Style Wines to sell wine at the Christmas in November Craft & Gift Show on Friday, November 8, 2019, from 4:00 p.m. to 8:00 p.m. and Saturday, November 9, 2019, from 9:00 a.m. to 2:00 p.m., Waldensian Room at the Old Rock School.

7. New Business

A. Introduction of New Employees

Fire Chief Greg Stafford will introduce Fire Engineer James Deal.

B. Amendment to Interlocal Economic Development Agreement for Burke Business Park

Enclosed in the agenda packet is a copy of the most recent amendment to the Interlocal Economic Development Agreement for Burke Business Park. In May 2019, Council approved an amendment which allowed Burke County and City of Morganton to recoup the grant match funds from new tax revenues generated at the park when a new industry is established at the site. However, Burke County and City of Morganton adopted an agreement with additional language.

The additions are highlighted in yellow. BDI President Alan Wood will be at the meeting to discuss the agreement.

Requested Action: Staff recommends that Council approve the amendment to the Interlocal Economic Development Agreement for Burke Business Park, as presented.

C. Old Colony Players Request to Sell Alcohol at The Ward of Sleepy Hollow Production at Fred B. Cranford Amphitheatre

Enclosed in the agenda packet is a request from Old Colony Players to sell beer and wine at “The Ward of Sleepy Hollow” performance on Thursday, October 31, 2019, at the Fred B. Cranford Amphitheatre. Old Colony Players General Manager Edyth Pruitt will be at the meeting to present this request.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**July 1st-31st, 2019**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JULY, 2019. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	167 HOURS
VEHICLE DUTY	156 HOURS
EQUIPMENT DUTY	32 HOURS
FIRE ADMINISTRATION	130 HOURS
TRAINING ADMINISTRATION	4 HOURS
MEETINGS	6 HOURS
FIRE PREVENTION ADMINISTRATION	6 HOURS
FIRE PREVENTION INSPECTIONS	0 HOURS

TYPE / NUMBER OF INSPECTIONS:

ASSEMBLY	0
BUSINESS	0
DAYCARE	0
FACTORY	0
FOSTER HOME	0
MERCANTILE	0
RESIDENTIAL	0
STORAGE	0
TOTAL INSPECTIONS:	0
<u>VIOLATIONS NOTED:</u>	0

SAFE KIDS ADMIN/CRS INSPECTIONS	13 HOURS
PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	5 HOURS
SAFETY ADMINISTRATION	1 HOURS
PHYSICAL TRAINING	12 HOURS
TRAINING	189 HOURS
ON-DUTY EMERGENCY RESPONSES	39 HOURS
OFF-DUTY EMERGENCY RESPONSES	53 HOURS
FIRE/MEDICAL STANDBY	2 HOURS
OFF-DUTY TRAINING	24 HOURS
TOTAL TRAINING MANHOURS: (INCLUDES VOLUNTEER FIREFIGHTERS)	229 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:**FIRE:**

ALARM	4
VEHICLE	0
ODOR/SMOKE INVESTIGATION	2
MUTUAL AID TO STATION 64	1
MUTUAL AID TO STATION 66	1
STRUCTURE	1
ELECTRICAL	1
HAZMAT	1
STANDBY	0
GOOD INTENT	<u>4</u>
	15

MEDICAL:

ABDOMINAL PAIN	2
ALLERGIC REACTION	0
ANIMAL BITE	1
ASSIST EMS	1
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	2
CHOKING	0
CODE BLUE	0
DIABETIC	0
DOA	0
FAINTING	0
FALL	5
HEAT EXPOSURE	0
LACERATION/HEMORRAGE	5
MOTOR VEHICLE ACCIDENT	0
OTHER	1
OVERDOSE/INTOXICATED	1
PREGNACY	0
PSYCHIATRIC	0
RESPIRATORY	4
SEIZURE	0
SICK	3
STABBING	0
STROKE	2
TRAUMATIC INJURY	1
UNCONSCIOUS	<u>2</u>
	30

FIRE AND MEDICAL:**0****TOTAL: 45 RESPONSES**

 GREG STAFFORD, CHIEF
 VALDESE FIRE DEPARTMENT

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**August 1st-31st, 2019**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF AUGUST, 2019. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>TOTAL HOURS</u>
STATION DUTY	249 HOURS
VEHICLE DUTY	110 HOURS
EQUIPMENT DUTY	51 HOURS
FIRE ADMINISTRATION	107 HOURS
TRAINING ADMINISTRATION	0 HOURS
MEETINGS	16 HOURS
FIRE PREVENTION ADMINISTRATION	5 HOURS
FIRE PREVENTION INSPECTIONS	6 HOURS
<u>TYPE / NUMBER OF INSPECTIONS:</u>	
ASSEMBLY	0
BUSINESS	0
DAYCARE	0
FACTORY	1
FOSTER HOME	0
MERCANTILE	0
RESIDENTIAL	0
STORAGE	0
<u>TOTAL INSPECTIONS:</u>	1
<u>VIOLATIONS NOTED:</u>	19
SAFE KIDS ADMIN/CRS INSPECTIONS	12 HOURS
PUBLIC RELATIONS	7 HOURS
HYDRANT MAINTENANCE	2 HOURS
SAFETY ADMINISTRATION	32 HOURS
PHYSICAL TRAINING	16 HOURS
TRAINING	36 HOURS
ON-DUTY EMERGENCY RESPONSES	46 HOURS
OFF-DUTY EMERGENCY RESPONSES	67 HOURS
FIRE/MEDICAL STANDBY	47 HOURS
OFF-DUTY TRAINING	17 HOURS
<u>TOTAL TRAINING MANHOURS:</u> (INCLUDES VOLUNTEER FIREFIGHTERS)	119 HOURS

FIRE DEPARTMENT EMERGENCY RESPONSES:**FIRE:**

ALARM	9
VEHICLE	1
ODOR/SMOKE INVESTIGATION	0
MUTUAL AID TO STATION 63	1
MUTUAL AID TO STATION 67	3
STRUCTURE	0
ELECTRICAL	1
HAZMAT	0
STANDBY	1
GOOD INTENT	<u>0</u>
	16

MEDICAL:

ABDOMINAL PAIN	0
ALLERGIC REACTION	0
ASSAULT	1
ASSIST EMS	1
BACK PAIN	1
CANCELLED ENROUTE	0
CARDIAC	1
CHEST PAIN	5
CHOKING	0
CODE BLUE	0
DIABETIC	3
DOA	0
FAINTING	1
FALL	17
HEADACHE	1
LACERATION/HEMORRAGE	1
MOTOR VEHICLE ACCIDENT	0
OTHER	2
OVERDOSE/INTOXICATED	1
PREGNACY	0
PSYCHIATRIC	2
RESPIRATORY	6
SEIZURE	1
SICK	6
STABBING	0
STROKE	1
TRAUMATIC INJURY	0
UNCONSCIOUS	<u>3</u>
	54

FIRE AND MEDICAL:

FALL W/ HELO LANDING ZONE	1
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TOTAL: 71 RESPONSES

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
SEPTEMBER 3, 2019**

The Town of Valdese Town Council met on Tuesday, September 3, 2019, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: Councilman Keith Ogle.

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:

PRESENTATION OF PROCLAMATION HONORING KELLEX SEATING:

PROCLAMATION HONORING KELLEX SEATING

WHEREAS, In 2008, Kellex Seating acquired a manufacturing complex in Valdese; and

WHEREAS, Kellex Seating constantly strives to accomplish their goal of satisfying customers, being responsible to the environment, and making a concerted effort to keep their factories open in America and keep Americans employed; and

WHEREAS, Kellex Seating goes above and beyond to conserve and protect natural resources and reduce waste in their community, factory, and industry; and

WHEREAS, Kellex Seating's significant pledge to assist with the purchase of 300-acres was only the beginning of their commitment to the success of Valdese Lakeside Park; and

WHEREAS, Kellex Seating has held numerous workdays at Valdese Lakeside Park and provided hundreds of hours of volunteer time from its employees to help clean up debris, remove invasive plants, install pollinator gardens, improve wildlife habitat, and create a picnic area with handcrafted tables; and

WHEREAS, Kellex Seating was nominated for the 56th Annual Governor's Conservation Achievement Awards; and

WHEREAS, winners of these awards are devotees who work for wildlife, habitat, and those who cherish natural resources, are land stewardship champions, water advocates and leaders in the preservation of unique ecosystems; and

WHEREAS, Kellex Seating has proven its commitment to the betterment of their community and was selected as the North Carolina Wildlife Federation's Business Conservationist of the Year Award.

NOW, THEREFORE, BE IT RESOLVED that I, John F. "Chip" Black, Jr., by the authority vested in me as mayor of Valdese, North Carolina, and on behalf of the entire Town Council and all of our citizens, recognize, by this proclamation, the outstanding contribution that Kellex Seating has made to Valdese and the environment through their outstanding effort and unwavering commitment to conservation and the public's ability to enjoy natural resources.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the Town of Valdese to be affixed this 3rd day of September, 2019.

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

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF AUGUST 5, 2019

APPROVED ORDINANCE FOR STREET CLOSURE – DRAUGHN HIGH SCHOOL HOMECOMING PARADE ON TUESDAY, OCTOBER 1, 2019:

**ORDINANCE DECLARING ROAD CLOSURE
FOR TOWN OF VALDESE SPECIAL EVENT**

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

WHEREAS, the Town of Valdese desires to schedule the Draughn High School Parade on Tuesday, October 1, 2019; and

WHEREAS, part of US 70/Main Street in Valdese 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 Valdese 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 1, 2019

TIME: 6:30 pm – 7:30 pm

ROUTE DESCRIPTION: (US-70) Main St from Hoyle St to Eldred St

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 3rd day of September, 2019.

/s/ JOHN F. BLACK, JR., MAYOR

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.

BUDGET AMENDMENT:

Valdese Town Council Meeting

9/3/2019

Budget Amendment #

7

Memo

To recognize insurance reimbursement for repairs to Engine 3. This unit sustained damage after a structure fire call when a Fire Engineer pulled into the bays with a compartment door open, hitting the building. The door broke away from the truck, as the hinges are designed to do, but the door was damaged along with damage to the body and other compartment doors. There was insignificant damage to the building. Staff is looking into ways to make the middle compartment doors on both engines more noticeable in the mirror when open.

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3970.931	Insurance Refund		7,366
	Total	\$0	\$7,366

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5300.170	Maintenance & Repair Auto	7,366	
	Total	\$7,366	\$0

Section II:

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

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

ADOPTED RESOLUTION ADOPTING FY 19-20 UTILITY CAPITAL IMPROVEMENTS PLAN: Water Resources Director Greg Padgett informed Council that the Jacumin Road Water System Replacement Project is a project that has been identified but not added to the Utility Capital Improvements Plan for many years due to higher priority projects. Staff has recently identified a grant opportunity, which if awarded, would fund the entire project. Mr. Padgett informed Council that this project will replace aging infrastructure and increase the size of the water line, allowing for additional users to access water.

**A RESOLUTION ACKNOWLEDGING AND ACCEPTING UPDATES TO THE
TOWN OF VALDESE WATER AND SEWER ENTERPRISE FUND
CAPITAL IMPROVEMENTS PLAN**

WHEREAS, the Town of Valdese recognizes the need to plan for the future in all aspects related to delivering quality and efficient public services to the citizens of Valdese; and,

WHEREAS, there is a need to continue efficiently managing Town assets, to reduce cost, protect property and operate in a more proactive fashion; and,

WHEREAS, a Capital Improvements Plan for the Town's water and sewer enterprise fund aids in planning the cost of doing business, improve the level of service, protect the local environment, ensure continued viability of the Town's enterprise fund, and,

WHEREAS, the Town of Valdese is ready to implement an updated Capital Improvements Plan; and,

WHEREAS, the matter has been reviewed by Town Council, Town Manager, and other Town staff.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VALDESE, NORTH CAROLINA:

The Town Council acknowledges, accepts, and approves the document entitled Capital Improvements Plan, 2019 Update, Town of Valdese.

The Town Manager of the Town of Valdese is hereby directed to cause Town staff to follow the items found in the Capital Improvements Plan as reasonably as possible for the operation and maintenance of the Town of Valdese Water and Sewer Systems.

Adopted and approved this the 3rd day of September, 2019.

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

ATTEST: /s/ Frances Hildebran, Town Clerk

Councilwoman Hildebran made a motion to approve the aforementioned resolution, seconded by Councilwoman Stevenson. The vote was unanimous.

SET DATE AND TIME FOR CDBG PUBLIC HEARING DATE FOR JACUMIN ROAD WATERLINE IMPROVEMENTS PROJECT ON MONDAY, SEPTEMBER 23, 2019, 6:00 P.M., VALDESE TOWN HALL:

Water Resources Director Greg Padgett informed Council that a public hearing must be held for the CDBG Grant application process for the Jacumin Road Waterline Improvements Project.

Councilwoman Hildebran made a motion to set the date for the CDBG public hearing for Monday, September 23, 2019 at 6:00 p.m., Valdese Town Hall, seconded by Councilwoman Stevenson. The vote was unanimous.

INTRODUCTION OF NEW ASSISTANT FIRE CHIEF: Fire Chief Greg Stafford announced the promotion of Assistant Fire Chief Michael "Truman" Walton.

RESOLUTION AMENDING ANIMAL CONTROL ORDINANCE: Public Works Director Bryan Duckworth informed Council that the proposed amendment to the Animal Control Ordinance will ensure the ordinance is consistent with Burke County's ordinance and will better define the term "structure." Mr. Duckworth presented the following resolution:

RESOLUTION ADOPTING AMENDMENT TO SECTION 8-2043

September 3, 2019, MB#31
OF THE VALDESE CODE OF ORDINANCES

WHEREAS, Section 8-2043 of the Code of Ordinances sets forth certain requirements for enclosures used for the confinement or keeping of animals; and

WHEREAS, the town council desires to amend this section to make these requirements similar to the requirements set forth in the Burke County Animal Control Ordinance;

IT IS THEREFORE RESOLVED that Section 8-2043 of the Code of Ordinances is amended to read as follows:

“Section 8-2043 Adequacy and Location of Shelter.

Adequate Shelter: The shelter in which a nonaquatic animal is confined shall be constructed so that it keeps the animal dry and, within reasonable efforts, keeps the animal out of the direct path of winds, out of the direct sun, and at a temperature level that is reasonable for the current weather. For dogs, cats and other small animals, the shelter shall be a windproof and moisture-proof structure of suitable size to accommodate the animal and allow adequate retention of body heat. The shelter shall be completely enclosed by walls, a roof and a solid floor, and the shelter shall have an opening entrance large enough to allow access to the animal that is placed in such a way as to keep the animal out of the direct path of winds. Metal barrels do not provide adequate shelter for a dog, cat or other small animal and are prohibited for that purpose. Shelters shall have adequate drainage and shall be free of accumulated waste, feces, trash, debris and any other elements that the Animal Control Officer deems to be unsafe to the health and well-being of the animal.

Location: Structures for the confinement of an animal shall generally be located in a manner so that such structures do not become a nuisance to adjacent property owners because of odor, smell, noise or other factors that interfere with the right of the occupants of adjacent property to the full enjoyment of their property.”

This resolution shall become effective upon adoption.

ADOPTED THIS, THE 3rd DAY OF SEPTEMBER, 2019.

/s/ JOHN F. BLACK, JR., Mayor

ATTEST: /s/ Town Clerk

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

ASSISTANCE POLICY FOR CDBG- NR SCATTERED SITE HOUSING REHABILITATION PROGRAM:

Lisa Helton of Western Piedmont Council of Governments informed Council that the Neighborhood Revitalization Scattered Site Housing Rehabilitation Program was awarded grant funding; in accordance with the grant funding, the Town must adopt the Town of Valdese Assistance Policy.

Councilwoman Hildebran made a motion to adopt the Town of Valdese Assistance Policy for the 2018 CDBG-NR-NR Scattered Site Housing Rehabilitation Program as presented, seconded by Councilwoman Stevenson. The vote was unanimous.

PRESENTATION OF FISCAL YEAR ENDING JUNE 30, 2019 FINANCIAL UPDATE:

Finance Director Bo Weichel provided an explanation of fund balance terminology and the history of the Town's fund balance. Mr. Weichel took a moment to recognize Mr. Phil Church and Mr. Rick Hammer of Lowdermilk Church, & Co., the Town's auditors, for going above and beyond expectations and expressed his appreciation for their effort and time spent to have the information available for this meeting.

Mr. Church explained that fund balance can be difficult to calculate as it fluctuates based on assets, receivables, and expenditures; sharing that if expenditures are high for one year (such as the year the fire truck was purchased) it can have a significant impact on the calculation. Mr. Church informed Council that

the highlight sheets have been provided as a detailed report of the audit will be provided at a later date. Mr. Rick Hammer reviewed the following highlight sheets:

TOWN OF VALDESE			
Financial Highlights			
Years Ended June 30, 2019 and 2018			
General Fund (Includes Powell Bill Funds)	2019 Summarized Budget	Projected 2019	2018
Total assets		\$ 4,481,011	\$ 2,549,184
Fund balance		\$ 4,166,024	\$ 2,166,052
Fund balance - Reserved for Streets - Powell Bill (included in total fund balance)		\$ 57,421	\$ 35,528
Total revenue	\$ 5,136,733	\$ 5,396,287	\$ 4,725,397
Total expenditures	\$ 4,749,733	\$ 5,129,278	\$ 6,466,899
Revenues over (under) expenditures before other financing sources (uses)		\$ 267,010	\$(1,741,501)
Other income (expense)	\$ 387,000	\$ 1,732,962	\$ 1,566,013
Increase (decrease) in fund balance		\$ 1,999,972	\$ (175,488)
Ad valorem taxes collected		\$ 2,064,939	\$ 1,974,578
Percent of taxes collected - current year levy		97.25%	96.39%
Investment income		\$ 63,668	\$ 11,611
Projected Fund Balance Available			
Unassigned Fund Balance		<u>3,388,309</u>	<u>1,206,161</u>
Expenditures and other financing sources and uses		<u>5,129,278</u>	<u>6,495,274</u>
Unassigned Fund Balance Percentage		66.05%	18.56%

- * Local Government Commission minimum recommended general fund balance should be at least 8% of general fund expenditures at the end of the fiscal year.

	Projected 2019	2018
Water and Sewer Fund		
Cash, cash equivalents and investments	\$ 811,332	\$ 537,544
Total assets	\$23,184,697	\$22,898,369
Net position	\$20,925,241	\$20,252,056
Operating revenue	\$ 4,968,903	\$ 4,675,456
Operating expenses	\$ 4,825,593	\$ 4,460,705
Operating income (loss)	\$ 143,310	\$ 214,751
Nonoperating revenue (expenses)	\$ (194,257)	\$ (66,441)
Transfers (to) from	\$ (549,855)	\$ (815,348)
Capital Contributions	\$ 1,273,987	\$ 909,142
Change in net position, includes \$916,708 of depreciation expense 2019	\$ 673,185	\$ 242,104
Accounts receivable - customers	\$ 561,929	\$ 506,592
Investment income	\$ 14,075	\$ 5,561
Days sales in accounts receivable	41.27	39.54
Projected Fund Balance Available		
Unrestricted Fund Balance	<u>\$ 1,322,495</u>	<u>\$ 1,559,068</u>
Expenditures and other financing sources and uses	<u>4,825,593</u>	<u>5,276,053</u>
Unrestricted Fund Balance Percentage	27.40%	29.54%

Mr. Hammer informed Council that the Unassigned Fund Balance Percentage increased significantly in 2019 due to capital project funds being properly closed out, receiving higher revenues, and having less expenditures than budgeted.

ANNUAL PROPERTY TAX COLLECTION REPORT: Tax Collector Kimberly Cline presented the following report:

September 3, 2019, MB#31
Tax Year 2018
Property Tax Statement Annual Settlement

Property Valuations	
Real Estate	271,305,224
Personal	88,041,216
Senior Citizen Exemptions	(4,643,086)
Total Property Valuation Subject to Tax Rate	354,703,354
Levy	1,873,324
Discoveries	58,878
Late List Penalties	1,659
Total Levy	1,933,861
Less Collected as of 6/30/2019	1,842,326
Releases	33,203
Uncollected 2018	58,332
Ratio of Taxes Collected to Total Levy	96.98%

Town Manager Seth Eckard commended the tax office for the outstanding work performed throughout the previous fiscal year.

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

Coffee & Conversation with Mayor and Manager is scheduled for Friday, September 13, 2019, at 7:30 a.m.-9:00 a.m., at Old Rock School.

Old Colony Players production of Murder at Howard Johnson's is scheduled for September 13-14 and 20-21, 2019. Visit www.oldcolonyplayers.com for location information and to purchase tickets.

The next WNC Rail Committee Meeting is scheduled for Monday, September 16, 2019, 11:30 a.m., in Asheville.

The NC DOT Fall Litter Sweep is scheduled September 14-28, 2019.

Draughn High School Homecoming Parade, Tuesday, October 1, 2019 at 6:30 p.m. (Council meet at Fire Department at 6:00 p.m.)

Next Regular Council meeting scheduled for Monday, October 7, 2019, 6 p.m.

MAYOR AND COUNCIL COMMENTS: Councilwoman Hildebran expressed regret that she is unable to attend the special meeting scheduled for September 23, 2019. Ms. Hildebran thanked Councilman Sweezy for speaking with Burke County Library and for convincing them to not apply the entire budget reduction to the Valdese Library.

Councilman Sweezy expressed his appreciation to all department heads for their hard work and dedication.

Councilwoman Stevenson expressed her appreciation for all of the work that went into planning this year's Waldensian Festival.

ADJOURNMENT: At 7:00 p.m., there being no further business to come before Council, Councilman Sweezy made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

The next Council meeting is a special called meeting on Monday, September 23, 2019, at 6:00 p.m.

Town Clerk
ck

Mayor

**TOWN OF VALDESE
TOWN COUNCIL SPECIAL MEETING
SEPTEMBER 23, 2019**

The Town of Valdese Town Council met on Monday, September 23, 2019, at 6:20 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Manager Seth Eckard, Deputy Town Clerk Courtney Kennedy, and various department heads.

Absent: Councilwoman Frances Hildebran and Councilman Keith Ogle.

A quorum was present.

Mayor Black called the meeting to order at 6:20 p.m.

APPROVED MINUTES OF SEPTEMBER 23, 2019: Mayor Black read the minutes of the special meeting held at 6:00 p.m. on September 23, 2019.

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

ADJOURNMENT: At 6:21 p.m., there being no further business to come before Council, Mayor Black adjourned the meeting.

The next meeting is a regularly scheduled meeting on Monday, October 7, 2019, 6:00 p.m., Valdese Town Hall.

Town Clerk

Mayor

September 13, 2019

The Honorable John Black, Mayor
Town of Valdese
Post Office Box 339
Valdese, North Carolina 28690

Dear Mayor Black:

This letter is to notify you that Ms. Emma Draughn and Ms. Miriam Vaught, of the Board of Commissioners for the Valdese Housing Authority, Have given resignation. The Valdese Housing Authority Board of Commissioners will have two vacancies effective October 31, 2019. The Housing board met in regular session on September 12, 2019 and would like to provide a suggested replacement, Ms. Maryann Diamond. If at all possible the board would like an opportunity to submit another name at a later date to fill the second vacancy.

Therefor at this time we would like to ask that Ms. Maryann Diamond be appointment for a five (5) year term to The Valdese Housing Authority Board of Commissioners.

Thank you for your consideration in this matter.

Sincerely,



Kyle Warlick
Executive Director

Enclosure: Certificate of Appointment

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER
OF THE VALDESE HOUSING AUTHORITY**

WHEREAS, The Valdese Housing Authority has heretofore been duly organized pursuant to the North Carolina Housing Authorities Law, as amended, and

WHEREAS, the term of **Ms. Emma Draughn** as a Commissioner will expire on October 31, 2019,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Ms. Maryann Diamond** to serve as a Commissioner for the Five-year term, ending October 31, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the Town of Valdese, and caused the official seal of the Town of Valdese to be affixed hereto this _____ day of _____, 2019.

Mayor

(Seal)

Attest:

Town Clerk

CERTIFICATE OF TOWN CLERK

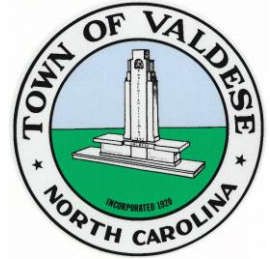
I, hereby certify that the above and foregoing is true and correct copy of the Certificate of Appointment of the Commissioner of the Valdese Housing Authority of Valdese, North Carolina, filed in the office of the Town Clerk on the _____ day of _____, 2019.

Town Clerk



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **November 2019**, by and between the TOWN OF VALDESE, hereinafter called "Lessor" and **David Harmon Studios, LLC**, 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) **141** 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 2018** and extending to the **31st** day of **October 2020**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$305.00**. The first month's rent shall be due and payable at the time of execution of this Lease, with each subsequent monthly rent being due and payable on the first day of the month for each and every month thereafter during the Lease term. In addition, the Lessee shall pay to the Lessor a deposit in the sum equal to one month's rent. Said sum will be held by the Lessor and applied as a payment or partial payment of any damages that might occur by reason of a default under this agreement.
- 1.04 **UTILITIES:** During the term of this Lease the Lessor shall provide heating and air conditioning Monday through Friday of each week from 8:00 A.M. until 5:00 P.M., and such other times in the Lessor's sole discretion. The Lessee shall be responsible for all other utilities, including electricity (other than lights) and telephone.
- 1.05 **TAXES:** During the term of this Lease the Lessor shall pay any taxes which might come due on the real property, however, the Lessee shall be responsible for all taxes on the personalty located on the premises.
- 1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

- ~~19 of 39~~
1.01.1 All zoning regulations affecting the premises now or hereafter in force.
- 1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.
- 1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

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

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

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

ARTICLE 3.00

Condition of Premises

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

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

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

21 of 30
parties' insurance policies do not permit this waiver, such party will immediately give notice of such denial to the other party and upon such request shall cause the other party to be named in such policy or policies as one of the name insured.

ARTICLE 5.00

Termination, Default, Remedies

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

ARTICLE 6.00

Destruction or Taking of Premises

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

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_____

David Harmon Studios, LLC.

David Harmon, Owner

Lessee

X_____

Witness (Attest)

X_____

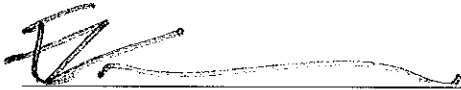
Witness

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

Town of Valdese,

I respectfully request to sell wine at the at the Christmas in November Craft & Gift Show hosted by the Historic Valdese Foundation as a vendor from 4:00pm until 8:00pm on November 8th and from 9:00am until 2:00pm on November 9th, 2019 at the Old Rock School. 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,

A handwritten signature in dark ink, appearing to be 'E. Zimmerman', with a long horizontal line extending to the right.

Eddie Zimmerman
Waldensian Style Wines Owner

Town of Valdese Personnel Report

<u>Employee Name</u>	<u>Position</u>	<u>Previous Position</u>	<u>Department</u>	<u>Date of Event</u>
<i>Promotions</i>				
James Deal	Fire Engineer	Part-time Fire Engineer	Fire Department	9/14/2019
<i>New Hires</i>				
<i>Transfers</i>				

NORTH CAROLINA

BURKE COUNTY

AMENDMENT TO INTERLOCAL ECONOMIC
DEVELOPMENT AGREEMENT FOR BURKE
BUSINESS PARK

That Interlocal Economic Development and Project Financing Agreement dated May 1, 2005, among Burke County, the City of Morganton, the Town of Valdese, the Town of Rutherford College, the Town of Drexel and the Burke Partnership for Economic Development, Inc. is hereby amended by adding to Article II thereof a new Section 6 to read as follows:

6. Reimbursement to Governmental Partners for Utility Construction.

Notwithstanding any other provisions herein to the contrary, if one or more of the Governmental Partners pays for all or part of the design, development, construction or installation (including the costs of any professional services or other contractor) of any water tanks, pump stations, water or sanitary sewer lines or other utility infrastructure required to provide service to potential industrial users within the Burke Business Park, then such expenditures shall be reimbursed as herein provided:

- (a) To the extent BPED holds accrued and not otherwise restricted funds in the Burke Business Park Fund, those monies shall be expended first to reimburse each such Governmental Partner for such expenditures.
- (b) Upon the subsequent sale of any tract or parcel within the Business Park, after the direct costs of sale have been satisfied, then from the net proceeds of such sale, such Governmental Partner(s) shall be reimbursed for the full costs incurred by such Governmental Partner(s) for such infrastructure, including, but not limited to, any "local match" required to obtain any federal or state grants for the financing of such projects. If the net sale proceeds from the sale of any tract(s) of the Business Park are insufficient to fully reimburse the paying Governmental Partner(s), then further payments shall be made from the net proceeds of any subsequent sales, until such costs are fully reimbursed. Once the paying General Partner(s) are fully reimbursed, any additional net proceeds from the sale of any tract(s) of the Business Park shall be held or disbursed as otherwise provided in this Article II.
- (c) Once one or more Governmental Partners have paid for such infrastructure entitling to reimbursement, then from all ad valorem property taxes collected and paid into the Common Fund provided in this Article II, each such General Partner shall be reimbursed from such Common Fund for such expenditures before any such funds are disbursed from the Common Fund for any other purpose or to any other entity.

If more than one Governmental Partner has paid portions of the costs of any such project, then the reimbursements herein provided shall be made in the same proportions as the payments of such costs were made by each Governmental Partner.

Except as hereby amended, the Agreement of May 2, 2005 remains in full force and effect.

This the ____ day of _____, 2019.

BURKE COUNTY

By: _____
Chairman, Burke County Board of
County Commissioners

Attest:

(CORPORATE SEAL)

Secretary

CITY OF MORGANTON

By: _____
Mayor

Attest:

(CORPORATE SEAL)

Clerk

TOWN OF VALDESE

By: _____
Mayor

Attest:

(CORPORATE SEAL)

Clerk

TOWN OF RUTHERFORD COLLEGE

By: _____
Mayor

(CORPORATE SEAL)

Attest:

Clerk

TOWN OF DREXEL

By: _____
Mayor

(CORPORATE SEAL)

Attest:

Clerk

BURKE PARTNERSHIP FOR
ECONOMIC DEVELOPMENT, INC.

By: _____
President

(CORPORATE SEAL)

Attest:

Secretary



Old Colony Players, Inc.

400 Main Street West, Valdese, North Carolina
 PO Box 112, Valdese, NC 28690 | oldcolonyplayers.com | 828.522-1150
 Email: ftdfoutdoordrama@yahoo.com

Board of Directors

September 20, 2019

Board of Directors

Town of Valdese
 PO Box 339
 Valdese, NC 28690

Chair

Louis Vinay

Dear Mayor and Town Council,

Secretary

Jennifer Icard-
 Abernethy

This letter is to request permission to sell beer and wine (in the form of hard cider) at the October 31 (Halloween) performance of "The Ward of Sleepy Hollow" at the Fred B. Cranford Amphitheatre. The doors to the venue will open at 7:30 PM with the performance beginning at 8:00. All volunteers selling alcohol will be certified over 21 and all sales will be monitored by Old Colony Players General Manager and/or volunteer staff at all times. Also, all consumers will need to show ID and be given a wrist band for certification. No outside alcohol will be allowed on the property by attendees, staff or any volunteers at the event. Boundaries for alcohol consumption will be clearly marked by signage. Old Colony Players currently leases this venue from the Town of Valdese. With the permission of the Town of Valdese, a special ABC Alcohol permit will be applied for under the name of Old Colony Players as a nonprofit 501(c)(3) corporation. When obtained the permit will be prominently displayed during the event.

Treasurer

Morrissa Angi

The board of directors of Old Colony Players is in agreement with this request and thanks you for your consideration in this matter. Thank you all for all that you do for our wonderful town. Your service is appreciated by so many.

Members

Sharon Bowman
 Philip Brendel
 Mindy Knox Cook
 Josh Lail
 Greg Mastin
 Jon Mercer
 Jim Rostan
 Jennifer Wood
 Susan Stevenson,
 Ex-officio

General Manager

Edyth Pruitt

Sincerely,

Edyth P. Pruitt

General Manager, Old Colony Players, Inc.

Bookkeeper

Karen Knight

Louis Vinay, Board Chair

Old Colony Players is a public nonprofit organization; therefore, your donation may be deductible on federal taxes under IRS code 501(c)(3). Consult your tax advisor. Financial information about this organization and a copy of its solicitation license are available from the N.C. Charitable Licensing Section, 1-888-830-4989. This license is not an endorsement by the State.

