

**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Tuesday, September 6, 2022
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 August 1, 2022
- B. VEDIC Board of Directors Appointment
- C. Lease Agreement at Old Rock School with P&W Railroad Club
- D. Lease Agreement at Old Rock School with David Harmon Studios, LLC
- E. Continuity of Operations Plan Update
- F. Fall Litter Sweep, September 10-24, 2022

7. New Business

- A. Introduction of New Employee
- B. Appointment to Fill Ward 5 Vacancy
- C. Annual Property Tax Collection Report
- D. Budget Amendment
- E. Capital Project Ordinance Amendment

8. Manager's Report

- A. Coffee with the Chief, Thursday, September 8, 2022, 9:00 a.m. at the Valdese Town Hall, Community Room
- B. Old Colony Players Presents: Cyrano, September 8 - 10, 2022, 8:00 p.m. at the Fred B. Cranford Amphitheatre
- C. NC State Bocce Tournament, Saturday, September 10, 2022, 8:00 a.m. at the LPDA
- D. Paint the Park Reception, Saturday, September 17, 2022, 4:00–7:00 p.m. at the Old Rock School. Visit painttheparkvaldese.com for more information.
- E. Draughn Homecoming Parade, Tuesday, September 20, 2022, at 6:00 p.m., Main Street
- F. Next Regular Council meeting scheduled for Monday, October 3, 2022, 6:00 p.m.
- G. Parks & Recreation Project Updates

9. Mayor and Council Comments

10. Adjournment

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

COMMUNICATION NOTES

To: Mayor Watts
Town Council

From: Seth Eckard, Town Manager

Date: September 2, 2022

Subject: Tuesday, September 6, 2022 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting Minutes of August 1, 2022

B. VEDIC Board of Director Appointment

The VEDIC Board of Directors recommends the appointment of Donna Zamora (first term) to the VEDIC Board. Ms. Zamora will be replacing Christian Rammazzini. The three-year term will expire on July 1, 2025.

C. Lease Agreement at Old Rock School with P&W Railroad Club

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with P&W Railroad Club. As per the lease agreement, payment in the amount of \$230 is due monthly. The monthly rate for the prior year was \$230 per month.

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

Enclosed in the agenda packet is an annual lease agreement at Old Rock School with David Harmon Studios, LLC. As per the lease agreement, payment in the amount of \$350 is due monthly. The monthly rate for the prior year was \$350 per month.

E. Continuity of Operations Plan Update

Enclosed in the agenda packet is a memo from Assistant Fire Chief/Safety Director Truman Walton requesting an update to the Continuity of Operations Plan. A copy of the plan is included in the agenda packet. The updates/revisions include:

- Add the new position of Assistant Town Manager to the functions and organization chart of the plan.
- Remove specific names so that the plan addresses positions instead of individuals. Example: "Town Manager Seth Eckard" in the previous version has been updated to "Town Manager."
- Updated the primary alternate EOC location from the Old Rock School to the Fire Department.
- Update backup file storage locations.

F. Fall Litter Sweep, September 12-24, 2022

Enclosed in the agenda packet is information from the NC Department of Transportation regarding the Biannual Cleanup Drive to be held September 12-24, 2022. Contact Public Works at 828-879-2128 for more information.

7. New Business

A. Introduction of New Employee

Public Works Director Allen Hudson will introduce Utility Field Technician Jody Price.

B. Appointment to Fill Ward 5 Vacancy

Mayor Watts will discuss the appointment to fill the Ward 5 vacancy with Council.

Requested Action: Direction from Council.

C. Annual Property Tax Collection Report

Enclosed in the agenda packet is a memo and report from Tax Collector Kimberly Cline concerning property tax collection for the previous fiscal year. Finance Director Bo Weichel will be at the meeting to present.

D. Budget Amendment

Enclosed in the agenda packet is a budget amendment prepared by Finance Director Bo Weichel. This amendment will move funds to the appropriate account. Mr. Weichel will be at the meeting to present.

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

E. Capital Project Ordinance Amendment

Enclosed in the agenda packet is a capital project ordinance amendment prepared by Finance Director Bo Weichel. This amendment will move funds to the appropriate account. Mr. Weichel will be at the meeting to present.

Requested Action: Staff recommends that Council approve the capital project ordinance amendment as presented.

READING MATERIAL

VALDESE FIRE DEPARTMENT - MONTHLY ACTIVITY REPORT**JULY 1st-31st, 2022**

THE BELOW REPORT OUTLINES THE ACTIVITIES PERFORMED BY THE FIRE DEPARTMENT DURING THE MONTH OF JULY, 2022. THE REPORT SHOWS THE AMOUNT OF TIME SPENT ON EACH ACTIVITY AND THE TYPE AND NUMBER OF EMERGENCY FIRE DEPARTMENT RESPONSES.

<u>ACTIVITY / FUNCTION</u>	<u>MONTHLY TOTAL</u>	
STATION DUTY	180 HOURS	
VEHICLE DUTY	110 HOURS	
EQUIPMENT DUTY	67 HOURS	
EMERGENCY RESPONSES (ON DUTY)	58 HOURS	
TRAINING (ON DUTY)	12 HOURS	
FIRE ADMINISTRATION	233 HOURS	
TRAINING ADMINISTRATION	3 HOURS	
MEETINGS	13 HOURS	
FIRE PREVENTION ADMINISTRATION	52 HOURS	
FIRE PREVENTION INSPECTIONS	22 HOURS	
<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	1	2
BUSINESS	0	0
DAYCARE	0	0
EDUCATIONAL	0	0
FACTORY	2	1
HAZARDOUS	0	0
INSTITUTIONAL	1	3
MERCANTILE	0	0
RESIDENTIAL	0	0
STORAGE	0	0
UTILITY/MISC	0	0
REINSPECTIONS	<u>11</u>	<u>22</u>
TOTAL:	15	28
PUBLIC RELATIONS	14 HOURS	
HYDRANT MAINTENANCE	0 HOURS	
SAFETY ADMINISTRATION	15 HOURS	
SAFE KIDS ADMIN/CRS INSPECTIONS	15 HOURS	
EXTRA DUTY FIRES	12 HOURS	
NON-DEPARTMENTAL DUTIES	0 HOURS	
EXTRA DUTY TRAINING	0 HOURS	
EXTRA DUTY FIRE/MED STANDBY	22 HOURS	
PHYSICAL TRAINING	31 HOURS	
EXTRA DUTY MEDICAL RESPONSES	20 HOURS	
VOLUNTEER FIREFIGHTER TRAINING	0 HOURS	
TOTAL TRAINING MANHOURS:	12 HOURS	

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	1
CARBON MONOXIDE ALARM	0
STANDBY	1
MUTUAL AID TO STATION 63	1
OUTSIDE FIRE	2
ILLEGAL BURN	0
GAS LEAK	1
SERVICE CALL	1
TREE DOWN	1
ELECTRICAL HAZARD	<u>1</u>
	9
<u>MEDICAL:</u>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	0
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	0
BACK PAIN	1
CANCELLED ENROUT	0
CARDIAC	0
CHEST PAIN	3
CHOKING	0
CODE BLUE	1
DIABETIC	2
DOA	0
FAINTING	0
FALL	8
HEADACHE	0
HEMORRHAGE	0
MOTOR VEHICLE ACCIDENT	1
MEDICAL STANDBY	0
OTHER	1
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	1
RESPIRATORY	5
SEIZURE	0
SICK	4
STROKE	1
TRAUMATIC	0
UNCONSCIOUS	2
UNKNOWN	<u>0</u>
	31
<u>TOTAL RESPONSES:</u>	<u>40</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT

Community Affairs & Tourism Monthly Stats

August 2022

Tourism Statistics

visitvaldese.com Visits (reported from August 1-14) 10,998

townofvaldese.com Visits (reported from August 1-14) 3,415

Top 5 Pages Viewed: Utilities, Recreation Footrace, Aquatics & Fitness, Recreation, Community Affairs Spring Craft Market

Facebook

of followers 15,309

Post Engagement (last 28 days) 21,374

Post Reach (last 28 days) 54,145

Zoho Social Media Monthly Report: Positive vs. Negative Feedback

Positive: 99.21%

Negative: .79%

TOP FIVE MARKETS: MORGANTON, VALDESE, HICKORY, LENOIR, DREXEL

Approximate # of Visitors to the Tourism/CA Office 530

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	0
TEACHER'S COTTAGE	14
WALDENSIAN ROOM	9
CLASSROOMS	1
MAJOR EVENT (ENTIRE SCHOOL)	3

Major Events Held at the Old Rock School	Average Number of Attendees
Miss Back to School Pageant, Studio Variety Show, Classic Plastics Show	285

Monthly Old Rock School Rentals 27

Old Rock School Total Attendance 2,200

CA Summary for August 2022

For the Community Affairs department, August brings the year's most anticipated event: The Waldensian Festival. The 47th Annual Celebration attracted approximately 15,000 attendees to Valdese over the weekend. The event's newest addition, the free "kidz zone" was a welcomed hit with multiple inflatables, a waterslide, and obstacle course. Over 135 speciality vendors were hosted and the event featured several acts of quality entertainment, from local musicians to dance companies. With hard work contributed from all Town departments, the event was deemed an immense success. With Summer events slowly concluding, preparation for the FFN finale is underway, in addition to Fall/Winter festivities. Vendor applications are currently being reviewed for the Christmas in November Craft Show and the Christmas Parade Participation Application is in progress. Promotions for the 22-23 Bluegrass at the Rock season continues, as well as prep for events such as Treats in the Streets. Finally, monthly rentals continue to remain steady with over 25 events hosted at the Old Rock School this August.

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>	Bo Weichel	Assistant Town Manager/CFO	Finance Director	Administration	8/2/2022
<i>New Hires</i>	Jody Price	Utility Field Technician		Public Works	8/9/2022
<i>Transfers</i>					

VALDESE POLICE DEPARTMENT

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

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

August 26, 2022

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

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	97	Visual Checks / Walk around
Old Rock School	79	Visuals Checks / Walk around
Children's Park	86	Visual Checks / Walk around
Community Center	83	Visual Checks / Walk around
Lakeside Park	27	Community Contact
Main St Extra Patrol		Nightly Door Checks
Business/Residential Contact	37	Community Policing
Family Fun Night	4	Community policing
Myra's Car show	4	

Our officer have logged 732 residential/business security checks, 450 extra patrols and 37 community policing contacts in 30 days for a total of 1219 events related to the safety, security and public interest. These checks and extra patrols include all of the standard residential checks, business, and boots on the ground CAD logs.

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
AUGUST 1, 2022**

The Town of Valdese Town Council met on Monday, August 1, 2022, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Councilman J. Andrew Thompson, Councilwoman Frances Hildebran, and Councilman Paul Mears. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilwoman Rexanna Lowman, Ward 5 Seat Vacant

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT: Mayor Watts presented the following Resolution of Appreciation to Keith Ogle:

WHEREAS, Keith Ogle began his service as Councilman for Ward 5 on December 1st, 2003; and

WHEREAS, Keith Ogle, for the past 19 years, has served the Town of Valdese with distinction as a committed and dedicated Councilmember; and

WHEREAS, Keith Ogle served on numerous boards and commissions, including the Downtown Revitalization Committee, WPCOG MPO and Policy Board Alternate, Parks & Recreation Commission, VEDIC, and Street Paving Committee; and

WHEREAS, Keith Ogle, during his tenure, has been involved in the construction of the New Town Hall, the Valdese ABC Store, Family Friday Nights Series, development of the Valdese Family Splash Park, significant improvements to the water/sewer system, and Valdese Lakeside Park; and

WHEREAS, Keith Ogle has served the citizens of Valdese with respect, dignity, and integrity and is considered a true and loyal friend of Valdese; and

WHEREAS, Keith Ogle not only served the Town of Valdese for 19 years, he also served our country when he joined the United States Army on October 28th, 1975, where is served overseas and was awarded many medals for his service to our country, such as Humanitarian Service Medal, Army Service Medal, and more.

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

BE IT FURTHER RESOLVED that the Town Council of the Town of Valdese, North Carolina, hereby expresses its sincere appreciation and gratitude to Keith Ogle for his leadership and guidance to the Town of Valdese during the past 19 years as its Ward 5 Councilmember and extends congratulations and best wishes as he begins a new chapter in his life.

Adopted this 1st day of August 2022.

/s/ Charles Watts, Mayor

Councilman Thompson presented Mr. Ogle with a Key to the Town and thanked him for his service.

NEW POSITION – JEAN-MARIE COLE, 705 BERTIS ST., VALDESE: Ms. Cole read an article in the News Herald regarding the new Assistant Town Manager/Finance Director position. Ms. Cole is concerned that if you combine the position, you will not find someone that meets both qualifications. Ms. Cole is also

concerned that they will make a higher salary than the Town Manager. Ms. Cole is questioning if this is a good decision.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JULY 11, 2022

APPROVED UPDATED SALARY & POSITION GRADE SCHEDULE Request to approve the addition of a new position to the Salary & Position Grade Schedule, Assistant Town Manager/Chief Finance Officer.

APPROVED ORDINANCE DECLARING ROAD CLOSURE FOR TOWN OF VALDESE SPECIAL EVENT

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

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, September 20, 2022; 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: September 20, 2022

Time: 5:30pm to 7:00pm

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 1st day of August, 2022.

/s/ Charles Watts, Mayor

ATTEST:

/s/ Town Clerk

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEE: Police Chief Jack Moss introduced new Police Officer Tyler Watson. Officer Watson grew up in Valdese and completed his 4-year degree in Criminal Justice from East Carolina University.

TOWN COUNCIL VACANT SEAT – WARD 5: Mayor Watts gave notice of the Ward 5 Council seat application process:

Notice is hereby given that the Town of Valdese Town Council is seeking interested individuals to fill the Town Council vacancy for Ward 5. The successful candidate will be appointed by the Town Council at an open meeting and will serve until a successor, to be elected at the November 7, 2023, municipal election, takes office. Any interested persons must complete and submit the Application for Council Vacancy. Applications can be obtained by contacting Jessica Lail at (828) 879-2117 or jlail@valdesenc.gov or from the Town's website www.townofvaldese.com. A resume must be included with the completed application. Candidates must reside within the boundaries of Ward 5 of the Town of Valdese. The Town Council will review applications. Deadline: Open until filled.

APPROVED AGREEMENT TO PREPARE A UNIFIED DEVELOPMENT ORDINANCE: Planning Director Larry Johnson presented the following agreement to prepare a unified development ordinance:

**Agreement between the Town of Valdese, NC
and Green Heron Planning, LLC
to Prepare a Unified Development Ordinance
(July 11th, 2022)**

This agreement is made and entered into by and between the **Town of Valdese**, a unit of local government located in Valdese, North Carolina (hereafter known as "the Town") and **Green Heron Planning, LLC** located in Durham, North Carolina (hereafter known as "GHP") on this the 11th day of July, 2022.

1) Purpose: The purpose of this agreement is for GHP to prepare a Unified Development Ordinance for the Town.

2) Scope of Work: The Scope of Work shall be as described in Attachment #1.

3) Compensation: The Town will pay GHP \$175/hour plus expenses to complete the tasks included in the Scope of Work in Attachment #1. This is an hourly contract for the number of hours of work specified in the Scope. The Town Planning Director and GHP may adjust tasks as needed to manage the available resources authorized for the project. If additional hours are needed to complete tasks desired by the Town, then the Scope can be amended upon mutual agreement of the parties.

4) Points of Contact:

Ben Hitchings, FAICP, CZO, Principal, will serve as the point of contact for Green Heron Planning, LLC (bhitchings@greenheronplanning.com; 919/625-1250).

Larry Johnson, Planning Director, will serve as the point of contact for the Town (ljohnson@valdesenc.gov; 828/879-2124).

5) Billing: GHP will invoice the Town on a monthly basis for work completed, and the Town will make checks out to Green Heron Planning, and remit payment to GHP within 30 days to: Ben Hitchings, Principal, Green Heron Planning, LLC, 2018 Wilson Street, Durham, NC 27705.

6) Insurance: GHP shall maintain Commercial Liability insurance in an amount covering \$1,000,000 per occurrence and \$2,000,000 in aggregate, and Professional Liability insurance in an amount covering up to \$1,000,000 for each claim, and \$1,000,000 in aggregate, and will provide proof of such insurance within two weeks upon request by the Town.

7) Termination: This agreement may be terminated by either party with or without cause upon 30 days written notice. Upon such termination, GHP shall provide the Town with copies of all project files, and the Town shall compensate GHP in full for work performed.

8) Amendment: This agreement may be amended upon mutual written agreement between the Town and GHP.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

Town of Valdese, NC

Green Heron Planning, LLC

Signature

Date

Signature

Date

Printed Name and Title

Benjamin G. Hitchings, FAICP, CZO, Principal

Printed Name and Title

ATTACHMENT #1

TASKS	PROJECTED HOURS	PROJECTED COST	NOTES
Phase 1: Launch and Manage UDO Project		\$2,450	
1.1 Hold project kick-off meeting with staff	7		On site
1.2 Hold periodic project coordination calls with staff (up to 3 total)	3		
1.3 Project management	4		
Phase 2: Create UDO Document		\$17,325	
2.1.1 Draft Table of Contents for UDO	4		
2.1.2 Hold meeting with staff to receive comments on Table of Contents	1		Virtual meeting
2.1.3 Create document template for UDO	8		
2.1.4 Reorganize existing zoning and subdivision regulations into new format	30		
2.1.5 Review UDO for conflicting language and legal updates	10		
2.1.6 Reconcile zoning and subdivision definitions	8		
2.1.7 Draft tables (up to 3 tables)	16		Possible Tables: Permitted Uses; Dimensional Standards; Review Procedures
2.1.8 Incorporate new Downtown Business Corridor district	2		Add language for new district to UDO
2.1.9 Send draft UDO to staff for review and hold virtual meeting to receive comments	3		
2.2.1 Revise UDO and send draft UDO to Town Attorney for review and comment	4		
2.2.2 Hold meeting with Town Attorney and Planning Director to receive comments	2		Virtual meeting
2.2.3 Revise UDO to create Public Review Draft, and send to staff	3		Provide Public Review Draft to staff in Word and PDF
Phase 3: Draft Special Ordinance Updates		\$14,000	
3.1.1 Meet with staff to discuss updates to specific standards or procedures	2		Virtual meeting
3.1.2 Draft Technical Memo on proposed topics for updating, and send to staff for review	5		
3.1.3 Hold meeting with staff to discuss comments on technical memo	2		Virtual meeting
3.1.4 Prepare presentation for Planning Board	5		
3.1.5 Present proposed approach to the Planning Board for review and comment	8		On site
3.1.6 Prepare ordinance updates and send to staff for review and comment	20		This time estimate is subject to change based on complexity of text amendment
3.1.7 Hold meeting with staff to receive comments	2		Virtual meeting
3.1.8 Revise ordinance updates and send to Town Attorney	3		
3.1.9 Hold meeting with Town Attorney and Planning Director to receive comments	2		Virtual meeting
3.2.1 Hold meeting with staff to discuss Community Open House	2		Virtual meeting
3.2.2 Prepare and print posters for Community Open House (up to four posters)	12		Plus \$50/poster for printing
3.2.3 Hold Community Open House (immediately prior to Planning Board meeting)	7		On site
3.2.4 Prepare presentation for Planning Board; send to staff for review and comment	4		
3.2.5 Assist staff with making presentation to Planning Board for review and comment	2		On site; assumes meeting is held same night as Open House
3.2.6 Revise ordinance updates based on feedback and integrate into UDO	4		
Phase 4: Assist Staff with UDO Adoption		\$10,850	
4.1.1 Draft Staff Report for UDO text amendment; send to staff for review and comment	3		Provide to staff in Word and powerpoint
4.1.2 Draft presentation for Planning Board; send to staff for review and comment	5		
4.1.3 Hold meeting with staff to coordinate on Open House	2		Virtual meeting
4.1.4 Prepare posters (up to 4 posters); send draft to staff for review and comment	12		
4.1.5 Print posters for Open House	2		Plus \$50/poster for printing
4.1.6 Hold Open House (immediately prior to Planning Board meeting)	7		On site
4.1.7 Assist staff with making presentation to Planning Board	2		On site; assumes Planning Board meeting is same night as Open House
4.1.8 Hold mtg. with staff to discuss revisions based on PB comments and discuss Open House	2		Virtual meeting
4.1.9 Reuse Planning Board posters for Town Council Open House	0		Assumes no changes to posters used in Planning Board meeting
4.2.1 Hold Open House (immediately prior to Town Council meeting)	7		On site
4.2.2 Assist staff with making presentation to Town Council	3		On site; assumes Town Council meeting is same night as Open House
4.2.3 Make any final UDO minor revisions	2		Provide final adopted UDO text amendment to staff in Word and PDF
4.2.4 Contingency for additional assistance at direction of Town Staff	15		
Subtotal (Labor)	255	\$44,625	
Expenses:			
* 5 trips @ \$0.585/mile x 322 miles roundtrip		\$942	
* 8 posters @ \$50/each		\$400	
TOTAL		\$45,967	

Councilwoman Hildebran asked why the amount was more than it was presented at the Budget Retreat. Mr. Johnson explained that after the consultant was brought in, they realized there was more to be done. Mr. Johnson shared that the Town has not completed a complete re-write of our ordinances in the past 20 years. Councilman Mears shared that this was presented to the Planning Board, and they all agreed that this was needed. Town Manager Seth Eckard shared that the money would come from the fund balance. Councilwoman Hildebran asked how long this would take to complete. Mr. Johnson said it would take up to a year. Mr. Johnson asked that if approved, the motion should reflect subject to any recommendations from legal counsel.

Councilwoman Hildebran made a motion to approve the agreement subject to recommendations from legal counsel, seconded by Councilman Thompson. The vote was unanimous.

APPROVED BUDGET AMENDMENT: Finance Director Bo Weichel presented the following budget amendment to Council with a correction. Mr. Weichel shared that the amount needs to be adjusted to \$29,967.00. Mr. Weichel explained that in the CIP budget, we adopted \$16,000.00, not \$17,000.00.

Valdese Town Council Meeting

Monday, August 1, 2022

Budget Amendment #

2

Subject: Unified Development Ordinance

Description: As requested by Planning Director Larry Johnson

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		28,000
Total		\$0	\$28,000

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4900.740	Capital Outlay	28,000	
Total		\$28,000	\$0

Section II:

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

Councilman Mears made a motion to approve the budget amendment in the amount of \$29,967.00, seconded by Councilman Thompson. The vote was unanimous.

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

Old Colony Players Presents: From This Day Forward, August 5-August 13, Fridays and Saturdays, 8:00 p.m. at the Fred B. Cranford Amphitheatre

Coffee with the Chief, Thursday, August 11, 2022, 9:00 a.m. at the Town Hall in the Community Room

47th Annual Waldensian Festival and Footrace – August 12 & 13, 2022

Family Friday Nights Summer Concert Series Finale is scheduled for Friday, September 2, 2022 at 7:00 p.m.

Town Offices Closed on Monday, September 5, 2022 in Observance of Labor Day

Mr. Eckard recognized our outgoing summer intern Trey Blackwood and expressed his appreciation for all the great work he has completed this summer.

Mr. Eckard congratulated Bo Weichel, who will be promoted to the new Assistant Town Manager/Chief Financial Officer position. Mr. Eckard shared the Town Council fully vets anything we do, and they have been aware of this for weeks, and the current Council supports this decision.

MAYOR AND COUNCIL COMMENTS: Councilman Mears asked for an update on the Community Center gym renovations and the timeline for the fans to be installed at the Tiger Gym. Town Manager Seth Eckard shared that we are still getting quotes for the HVAC system and the truss reinforcements. Mr. Eckard hopes that we will have the quotes for all the renovations by October. Parks & Recreation Director David Andersen does not have a timeline for the Tiger Gym improvements at this time.

Mr. Eckard shared that we have submitted our final grant application for the ARC for the Old Rock School. Mr. Eckard said we do have a community match for that grant. If we are awarded the grant, we will see a \$120,000 investment to the Old Rock School in addition to the Rural Transformation Grant.

Mayor Watts shared that there was a good turnout at the McGalliard Creek Bridge ribbon cutting and encouraged everyone to go see it. Mayor Watts shared that we have 11 employees celebrating their years of service to the Town in August and appreciates their hard work. Mayor Watts encouraged everyone to come out to the Waldensian Festival.

ADJOURNMENT: At 6:30 p.m., there being no further business to come before Council, Councilman Thompson made a motion to adjourn, seconded by Councilman Mears. The vote was unanimous.

The next regular Council meeting is scheduled for Tuesday, September 6, 2022, at 6:00 p.m., due to Labor Day Holiday.

Town Clerk

Mayor

jl

Memo

To: Seth Eckard, Town Manager

From: Kerri Poteat, VEDIC, Executive Director

Date: September 2, 2022

Re: VEDIC Board Member Appointment

VEDIC recommends the following appointment to the Valdese Town Council for approval:

- Appointment – Donna Zamora

Bio:

Wife, Mother of two, Grandmother (Mimi), and Restaurant owner.

Donna grew up in Hickory, NC, and has always been passionate about helping others and seeing them succeed. She has worked in the hospitality/restaurant atmosphere for many years. After moving back to the states from Mexico City with her family in 2007, she was able to do just that [help others] while working with Catawba County Department of Social Services for 14 years.

Donna and her husband opened their first Restaurant (Los Compadres Mexican Restaurant) in the U.S in 2007 and have since expanded by opening two more.

In her spare time (as if that was a real thing), she enjoys the beach, traveling and spending time with family and friends.

Donna Zamora will serve a three-year term that will term expire July 1, 2025.

jl



State of North Carolina – County of Burke

**Town of Valdese Lease Agreement**

THIS AGREEMENT, made and entered into this **First** day of **October 2022** by and between the TOWN OF VALDESE, hereinafter called “Lessor” and **P&W Railroad Club** 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) **23, 26, 30, 27, 28, & Workshop** 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 **October 2022** and extending to the **30th** day of **September 2023**.
- 1.03 **RENT:** Lessee agrees to pay Lessor a monthly rent of **\$230.00**. 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.

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1.06 **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

2.01.1 The premises shall be used by the Lessee for a **Railroad Museum** 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

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(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 attorney's 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 ^{23 of 57} **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_____

P&W RR Museum Representative

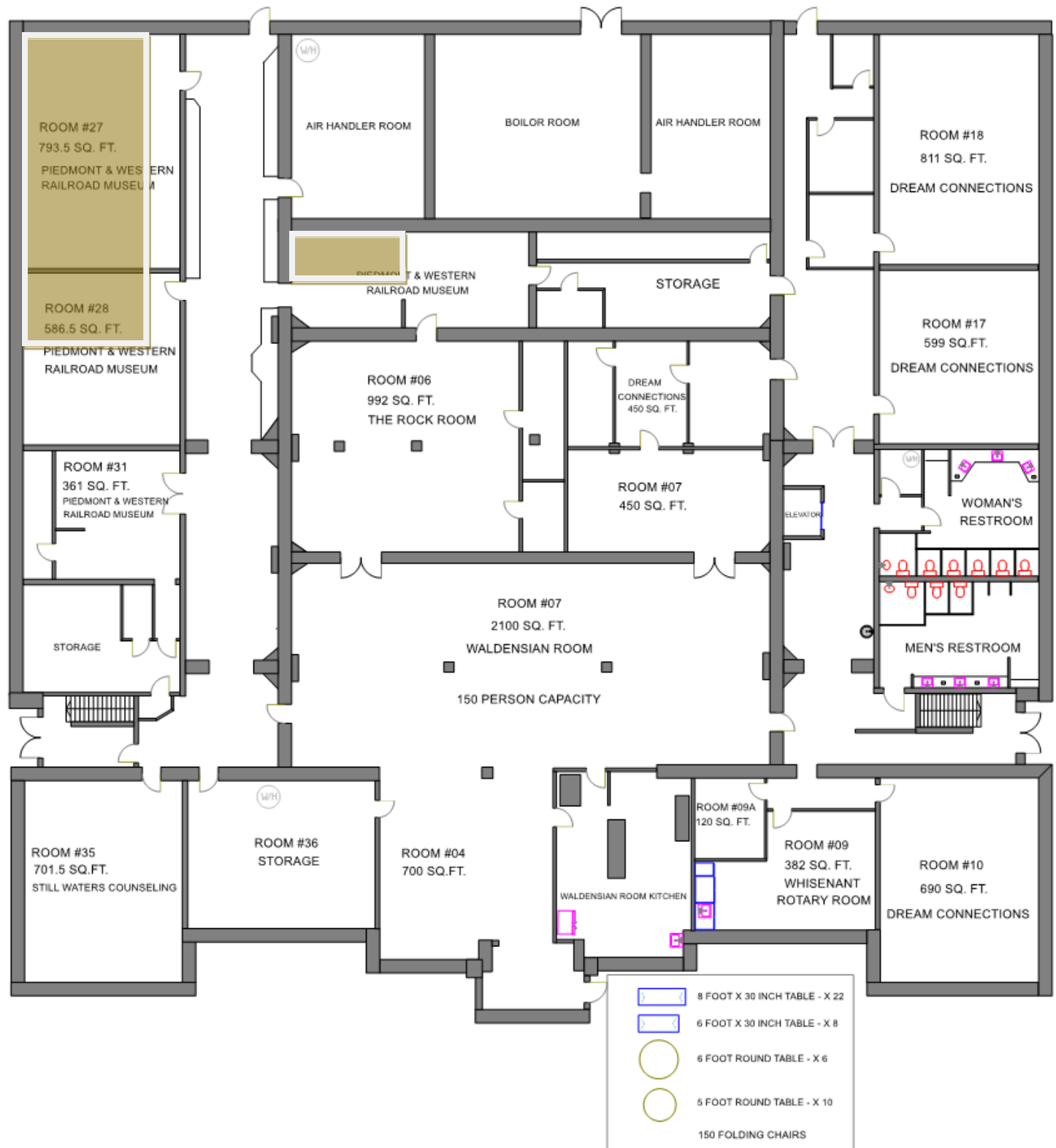
Lessee

X_____

Witness (Attest)

X_____

Witness





State of North Carolina – County of Burke

**Town of Valdese Lease Agreement**

THIS AGREEMENT, made and entered into this **First** day of **November 2022**, 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 & Storage Room** as described on the attached Exhibit “A,” together with the right of access and use to the common areas of the building and parking, subject to the restrictions hereinafter set out.
- 1.02 **TERM:** The Lessee shall have and hold the premises for a period of time commencing the **First** day of **November 2022** and extending to the **31st** day of **October 2023**.
- 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 **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 ^{26 of 57} **GENERAL CONDITIONS:** This Lease is made by Lessor and accepted by Lessee subject to the following:

1.01.1 All zoning regulations affecting the premises now or hereafter in force.

1.01.2 All ordinances, statutes, and regulations, and any presently existing violations thereof, whether or not of record.

1.01.3 The existing condition and state of repair of the premises.

ARTICLE 2.00

Use of Premises

2.01 CHARACTER OF USE:

2.01.1 The premises shall be used by the Lessee for a **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

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(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 attorney's 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

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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 ^{39 of 57} 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

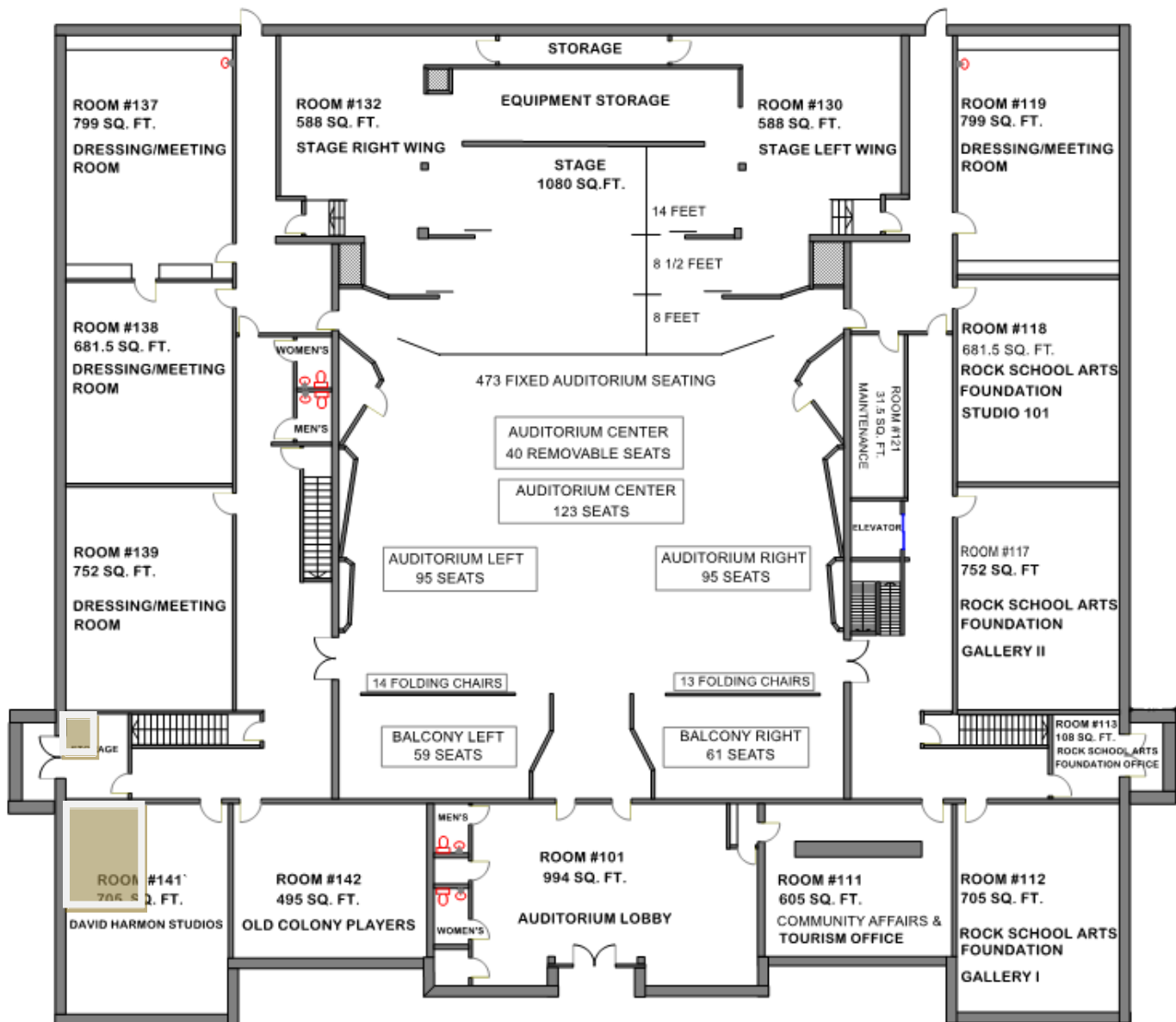
X _____

Witness (Attest)

X _____

Witness

Exhibit A:



VALDESE FIRE DEPARTMENT

M. Truman Walton
Assistant Fire Chief / Safety Director
Post Office Box 339
121 Faet Street
Valdese, North Carolina 28690



Serving The Community With Pride,
Integrity And Courage.

Telephone: (828) 879-2103
Fax: (828) 879-2106

TO: Seth Eckard, Town Manager
Valdese Town Council

FROM: Truman Walton, Safety Director

DATE: September 2, 2022

REF: Continuity of Operations Plan Update

The purpose of the COOP is to avoid or minimize disruptions to essential services, protect essential records and equipment, and define the resources and planning needed to achieve the minimum capabilities of the Town. This plan was created to help establish guidelines that enable the organization to continue to carry out its essential functions in any and all circumstances that may arise. While the nature and severity of a disrupting event cannot be predicted, this plan will help ensure that the impact on operations, personnel, and facilities is minimized.

In order to keep the COOP current and up to date, it does require occasional updates and revisions. Current updates and revisions:

- Add the new position of Assistant Town Manager to the functions and organization chart of the plan.
- Remove specific names so that the plan addresses positions instead of individuals. Example: "Town Manager Seth Eckard" in the previous version has been updated to "Town Manager."
- Updated the primary alternate EOC location from the Old Rock School to the Fire Department.
- Update backup file storage locations.

The remainder of the COOP remains the same.

Thank you.

Town of Valdese
Continuity of Operations Plan



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I. EXECUTIVE SUMMARY

This plan is prepared in accordance with the National Incident Management System (NIMS) concepts and terminology.

It will be tested, revised and updated as required. All recipients are requested to advise the Town Manager regarding recommendations for improvements.

A Continuity of Operations Plan, or COOP, is an important part of emergency planning, and provides a way for organizations to ensure that they are able to continue providing essential functions in the event of a variety of different emergencies that could interrupt the normal operating environment.

It is expected and necessary for the Town of Valdese to respond quickly in the event of an emergency or threat resulting from a variety of causes such as those that are human, natural, or technological in nature. It is for these reasons that the Town of Valdese has created and adopted this COOP. This plan not only identifies essential functions but also outlines what would need to be done in the three phases of operation—Activation and Relocation, Alternate Facilities Operations, and Reconstitution. This plan also incorporates the following elements that are associated with continuity planning:

- Delegations of authorities that would be needed in an emergency situation;
- Essential Functions and Non-Essential Functions;
- Vital equipment, systems, files, and records that would be needed in an emergency;
- Any alternate facilities that could be used for operations.

The Primary, Secondary and Back-up COOP Program Managers are listed in the table below with specific contact information included. The Program Managers will coordinate continuity of operations and are responsible for managing all activities to continue essential functions during a situation that disrupts the normal operating environment.

	Name & Position	Contact Information
Primary COOP PM	Position: Mayor	828-879-2125
Secondary COOP PM	Position: Town Manager	828-879-2116
Third COOP PM	Position: Asst Town Manager	828-879-2123
Fourth COOP PM	Position: Fire/EM Coordinator	828-879-2110

II. INTRODUCTION

A. Purpose: A COOP has several general purposes. These include avoiding or minimizing disruptions to essential services, protecting essential records and equipment, and defining the resources and planning that are needed to achieve the minimum COOP capabilities. This plan was created to help establish guidelines that enable the organization to continue to carry out its essential functions in any and all circumstances that may arise. While the nature and severity of a disrupting event cannot be predicted, this plan will help ensure that the impact on operations, personnel, and facilities are minimized.

B. Applicability and Scope: This plan is able to address all types of hazards and be effective regardless of the severity of the emergency. It was also created to allow for the continuation of essential functions despite the interruptions that may affect the normal operating environment and to also enable the plan to be implemented with little to no warning. Finally, this plan can be used to help identify what resources are required for the COOP to be more effectively and quickly implemented when needed.

C. Delegations of Authority: Delegations of authority outline, by position, the people who have the power to act on behalf of the Town during times of emergency. For the purposes of this plan, the mayor is the main authority for the Town. In his absence, the persons listed in the table below are authorized to act in his place.

Position	Contact Information
Town Manager	828-879-2116
Mayor Pro Tem	Email: first initial, last name @valdesenc.gov Example: jdoe@valdesenc.gov
Assistant Town Manager	828-879-2123
Emergency Management Coordinator	828-879-2110

D. Situation and Assumptions: The Town is vulnerable to a number of different types of hazards. Any could cause a disruption in the normal operating environment which could trigger a COOP activation. Essentially, there are two situations that can result from any hazard that would cause a COOP activation. The first includes a loss of critical infrastructure and/or the primary work location; the second includes the loss of staff necessary to carry out the organization's essential functions.

The plan was created with the assumption that situations may occasionally occur which interrupt the normal operating environment which would necessitate the need for this COOP. As a result, this plan has been created using the all-hazards approach.

E. Plan Activation Sequence

“Standby” phase – Standby will be used as an early warning of a situation which might at some later stage escalate and thus require implementation of this Plan. A standby phase allows key officers time to prepare, brief staff, start a business interruption log and prepare for the deployment of resources should an implementation message be received. Resources are not normally deployed at this stage. It is possible that Stand Down may follow this type of alert.

“Implementation” phase – Implementation will be used to request the immediate utilization of Town Staff and resources in the activation of the plan.

“Stand Down” phase - Stand Down will be used to signify the phased withdrawal of any services provided due to the activation of the plan.

III. AUTHORITIES & REFERENCES

- A. Daily Operations:** This section outlines or lists the different documents and policies that grant the Town the power to do what is expected on a day-to-day basis.

Documents
NC General Statutes; Town Charter; Policies; Procedures; Ordinances; Resolutions; Minutes; Contracts
Location(s)
All documents are located in multiple locations and several formats: Town Hall: <i>paper documents</i> ; NC State Archives

- B. Emergency Operations:** This outlines and lists, at minimum, the documents and/or policies that grant the power to do what it is expected and necessary/required to do during emergencies.

CONCEPT OF OPERATIONS

General:

The operation of the plan shall be coordinated amongst all departments and agencies and not dependent upon any one individual.

The Town of Valdese Emergency Operations Center (EOC) staff will collect, record, and evaluate information in order to determine measures to be taken before, during and after disasters/emergencies.

The information will be evaluated and used to identify the need for critical resources to support response activities and minimize the effects of the emergency.

Problem areas and deployment of resources will be monitored and recorded.

Public information will be coordinated with the Joint Information Center (JIC) as necessary.

The EOC staff will prepare to operate the EOC—unsupported for 72 hours (or longer).

The primary EOC is located at the Town of Valdese Town Hall. An alternate location will be located at the Fire Department.

EOC Staff	
Administration	Town Manager & Asst. Town Manager
Executive	Mayor and/or Mayor Pro-Tem
Emergency Operations	Fire Chief & Asst. Chief
Public Safety	Police Chief & Asst. Chief
Public Works	Public Works Director
Public Information Officer	Community Affairs Director

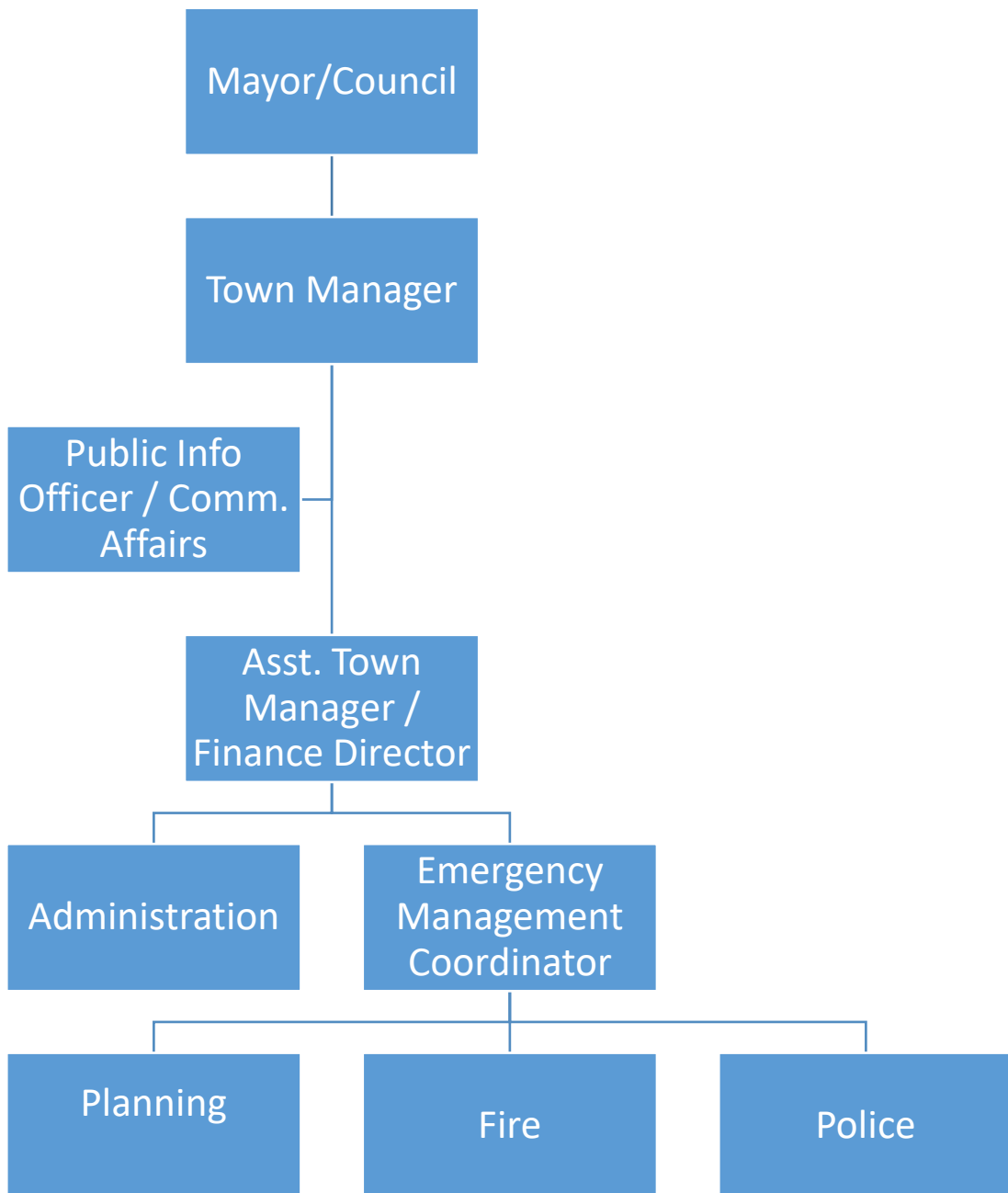
Emergency Operations Documents and Policies

The Town of Valdese coordinates efforts with Burke County Emergency Management utilizing Burke County's Emergency Operations Plan. In addition, the Town has an agreement with the North Carolina Department of Crime Control and Public Safety—the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement—which provides for the “furnishing and exchanging of supplies, equipment, facilities, personnel and services” and “reciprocal emergency management aid and assistance” between all agreeable entities.

IV. ORGANIZATION

- A. Town Functions:** The Town of Valdese is a limited-services local government, operating under the Council-Manager form of government. The organizational chart below illustrates the structure.

ORGANIZATION CHART



Service	Position & Role
Governance	Mayor and Town Council: Elected by the citizens, they are responsible for the legislative functions and are tasked with providing leadership and setting policy. In concert with the Town Manager and staff, legislative duties include the implementation of policies, procedures, ordinances and resolutions that direct the business of government. In the event the Mayor is temporarily incapacitated or unavailable, the Mayor Pro Tempore is tasked with assuming the duties of the Mayor, which include signatory authority for Town documents.
Management	Town Manager and Asst. Town Manager: Under supervision of the Valdese Town Council, carries the full responsibility as the administrative head of the Town government. The manager performs a complex variety of professional administrative work including implementing directives of Council, appointing and directing any and all officers and employees of the Town, including management and supervisory staff, but excluding the Town Attorney. The Asst. town Manager is also considered the head of the IT department for the Town.
Administration	Town Clerk: Under supervision of the Manager, performs a complex variety of professional administrative work assisting the Town Manager, Council, and Mayor in handling multiple duties; maintains the official municipal records of the Town; performs all duties as required by law; performs related work as required.
Finance & Budget	Finance Officer: Under supervision of the Manager, is responsible for financial, accounting, administrative, and personnel services in order to meet legislative requirements included in the NC General Statutes, Local Government Budget and Fiscal Control Act, Town Charter, and Town Policies and Procedures, and supports municipal operations. Responsibilities include preparing financial statements, maintaining cash controls, preparing payroll and personnel administration, maintaining accounts payable and receivable, and assisting with budget preparation.
Planning	Town Planner: Under supervision of the Manager, performs professional planning and technical work in the coordination of projects from the public and private sectors for the Planning Department. Work involves reviewing residential and non-residential applications, permits, subdivision plats, development plans, and zoning interpretations; Geographical Information

	System (GIS) database and mapping; and providing technical assistance to the public relative to interpreting and explaining planning and zoning.
--	--

B. Essential Functions: This section includes a list of essential functions, which are all the activities that need to be continued at all times, regardless of the situation. As the Town of Valdese operates as a limited services government, many services are provided by other organizations. Below is a list of essential functions and service providers.

Service	Provider
Town of Valdese Emergency Management	Valdese Fire Department serves as the coordinating agency working in conjunction with Burke County. The Emergency Management Division acts to prepare for, respond to, recover from, and mitigate potential emergencies and disasters in Burke County.
Law Enforcement	Valdese Police Department, Burke County Sheriff's Office
Fire Services	Valdese Fire Department
Water	Water Plant
Waste Water	Waste Water Plant
Public Works	Public Works Department

V. CONCEPT OF OPERATIONS _____

A. Phase 1: Activation, Mobilization, and Relocation:

i. Decision Process: In an event which renders Town Hall inoperable or inaccessible, this COOP would be activated by the Mayor or subsequent person listed in Table II. c. Delegations of Authority.

ii. Alert, Notification, and Implementation Process: Following the COOP activation, the Mayor or his delegate would notify persons listed in section II. c. Delegations of Authority, any other Town staff and Town Council members, and service providers listed in section IV.

b. Essential Functions

B. Phase 2: Alternate Facility Operations:

i. Vital Equipment and Systems: In the event that the server and computers in Town Hall are inoperable, access to accounting and financial records can be gained by contacting the town's IT contractor.

Vital Equipment and Systems
Computer server and computers (desktops and Manager's laptop)
Server access/data backups. Telephone system, various printers/copiers/scanners

ii. Vital Files, Records, and Databases: The vital files and records of the Town of Valdese and their locations are listed in section III. a. Daily Operations, and in the table below. Databases used for Town business include ARC/GIS (Planning Department), QuickBooks (Finance Department), and Outlook (email) are included on the data backup.

Record	Location	Backup
Valdese Ordinances	Town Hall	
Valdese Financial Records	Town Hall	
Valdese GIS Files	WPCOG	
Valdese Personnel Records	Town Hall	

Digital Data

Digital data will be regularly backed-up by the Town of Valdese IT Department on the U: Drive. In the event that revisions are ever made, the digital data will replace the previous version in a fire proof safe located at a designated area of the Town of Valdese Municipal Building.

Documents
Town Charter; Policies; Procedures; Ordinances; Resolutions; Minutes; Contracts
Location(s)
All documents are located in multiple locations and several formats: Town Hall: <i>paper documents</i> ; NC State Archives.

C. Phase 3: Reconstitution:

When the primary facility is deemed available for regular operations, the Primary COOP Program Manager will notify all staff that support both essential and nonessential functions that the COOP will be deactivated and normal operations will resume.

VI. LOGISTICS

The Logistics Section is responsible for providing facilities, services, and materials in support of the incident response and must work closely with the Finance/Administration Section to ensure proper documentation exists for equipment, material, and labor usage and purchases. Items and services purchased by the town for use in a disaster or emergency must be carefully tracked for accountability and cost recovery purposes. FEMA forms must also be utilized. Systems such as spreadsheets, sign in/out logs, and/or timesheets should be used for county, city, and/or town resources. Similar documentation from other agencies, including mutual aid responders, should be maintained. Purchases must be made using the jurisdiction's current purchase policy.

When ordering resources, the following information should be included, at a minimum:

- Incident name
- Date and time of order
- Identify specific need for resources
- Quantity, kind, and type (including any specific resource requirements and/or preferences)
- Special support needs (if needed)
- Specific reporting location
- Requested time of delivery
- Radio frequency to be used, if applicable
- Person, title, and jurisdiction placing request
- Callback phone number or radio frequency for clarifications or additional information
- Potential sources for the resource requests, if known

Note that in the event local resources and options become exhausted, additional state and federal resources should be requested through Burke County Emergency Management.

- A. Alternate Locations:** In the event that Town Hall is unavailable or not suitable as a work location, an alternate facility would be needed to conduct the business of the Town. Laptop computers and/or iPads could be used to access Town records and databases listed in the section above. The Town would assist the IT contractor with the set-up at an alternate location.

Facility	Location & Address	Phone Number
Current Facility	Town Hall	828-879-2120
Primary Alternate Facility	Fire Department	828-879-2103
Secondary Alternate Facility	WPCOG	828-322-9191

B. Record Keeping

All Town of Valdese government personnel with an emergency operating responsibility who requisition supplies should use a receipt system that indicates date, items requisitioned, establishment providing resources, and requisitioning agent. Personnel who requisition property, supplies, or equipment will keep a duplicate copy of receipts given, as a basis for later settlement of claims.

C. Essential Employees

During times of disaster, information dissemination is vital to the coordination and productiveness of local government employees. Employees essential to disaster operations need instructions on when and where to report to work. These workers also need to know their shift schedule, what to bring, if they will be able to return home at the end of their shift, the length of their expected assignment, and if they will be able to communicate with their families. Non-essential employees must also be kept informed of their pay status and anticipated work schedule.

Essential government employees will be notified by their supervisor or designee. Every supervisor should have a Personal Accountability Plan, containing employee home and work telephone numbers, home address, and emergency contact information, as part of their basic supervisor responsibilities. This plan is to be kept by supervisors both in an alternate location and in the office. Its contents will ensure that supervisors can contact their subordinates during non-business hours. The

Personal Accountability Plan should also address accounting for employees during business hours should their work facility be evacuated.

D. Finance/Administration

The role of Finance/Administration in a disaster is to track expenses, recover costs, provide payments, maintain a detailed disaster file, and support the overall disaster operation. Disaster and emergency documentation should be submitted to the Town of Valdese Finance/Administration Section, if established. As a general rule, as the event expands in scope, the quantity of information that needs to be processed increases.

Within the Emergency Operations Center, examples of tasks completed by the Finance/Administration Section include:

- Record personnel time for payroll.
- Manage contracts, leases, claims, and equipment time records.
- Track incident costs.
- Manage receipt of funding from multiple sources.
- Forecast additional financial needs.
- Maintain policies related to overtime pay and procurement procedures.

Proper disaster documentation is essential for the following reasons:

- Reporting: situation reports and incident actions plans often require up-to-date information
- Recover costs: most agencies will not provide reimbursement for disaster related expenses without detailed documentation
- Historical record: details on the incident are important for future planning efforts, grant applications, and mitigation efforts

Note: The need to safeguard sensitive information, particularly as it pertains to certain law enforcement and personal records and information is a primary responsibility of all personnel involved. At a minimum, the following information must be submitted for all incidents when requested by the Town of Valdese Finance/Administration Section, if established:

- Payroll records, including a breakdown of the type of work accomplished

- Records of equipment usage, including owned, rented, or borrowed equipment (be sure to include dates and start/end times)
- Records of materials expended
- Documentation of injuries to personnel and damage to public facilities and equipment (including pictures, if possible)
- Records of mutual aid requests, offers, and resources provided (be sure to include the types of resources, dates, and start/end times)

VII. Communication Methods

In the event of an emergency incident, emergency notification of the public will be made through a range of media including:

- i. Local Radio broadcasts and other radio stations
- ii. Town website and social media
- iii. FEMA Forms
- iv. Various Town radio systems (VHF, VIPER)
- v. An Automatic Voice Messaging (AVM) system
- vi. Public address systems and information screens/boards across town,
- vii. Emergency services staff on scene.
- viii. A dedicated and advertised public information phone number may be activated later into an incident.
- ix. The system is also dependent upon an element of “good neighbor” activities in so far as arranging message systems within your own organization or street.

VIII. Public Information

During small scale, single jurisdiction incidents, the Public Information Officer, Incident Commander, or Town Manager will provide public information for the incident. In larger scale incidents, a single, countywide Public Information Officer (PIO) may be established at the Emergency Operations Center or many PIOs may be located in a Joint Information Center (JIC) with representatives in the field. The role of a Public Information Officer or a Joint Information Center is to provide one unified, clear, consistent message for the public, and those working on the event as well, thus avoiding unnecessary confusion.

When the public receives conflicting information from multiple agencies perceived to be “in charge,” inappropriate public response or a lack of confidence may result. The resources available in Valdese for public information dissemination include telephone, radio, television, internet/electronic media, newspaper, NOAA weather radio, face-to-face contact, and loud speakers mounted on vehicles.

Local government provides many public services that are based from government facilities. Therefore, if a facility is damaged or inaccessible, the public will want and/or need to know where to go for those services. Initially, the following information should be provided to the public:

- Notification of the building closure
- Assurance that services will be provided as soon as possible
- Assurance that a new facility is being located or set up

Once an alternate facility has been secured, set up, and an opening date/time is confirmed, the following information should be provided to the public:

- The types of services that will be available
- The location(s) of the services (and directions, if needed)
- The hours of operation
- The expected duration of services from that location, if known

ATTACHMENT 1

SITUATION REPORTING

SITUATION REPORTING PROCEDURE

This Situation Report is designed to keep the Town Council, Town Department Heads, and administration up to date on current emergency operations in the municipality. This approach will assist county and state officials in providing additional support to the affected communities in time of an emergency and/or disaster. The senior official in charge of the municipal Emergency Operations Center is responsible for ensuring the report is submitted.

Local municipalities should submit a Situation Report whenever:

1. Activation of the Town of Valdese Emergency Operations Center.
2. Response to an emergency and or disaster in the Town of Valdese.

Situation Reports should be submitted periodically and include the following information.

1. Local emergency declarations, curfews, driving bans, or other emergency orders.
2. Shelters and/or Mass Care Operations.
3. Impact on utilities to include outages and estimated time of restoration.
4. Roads closures.
5. Search and rescue operation.
6. Activation of the municipal EOP or COOP.
7. Number of people affected

Situation reports may be telephoned, faxed or radioed to the County Emergency Management Office by the Incident Commander or the Valdese municipal EOC if activated. If they cannot be reached, reports should be submitted directly to the County Communications Center.

The first Situation Report(s) initially may be incomplete but are still needed. Valdese should provide periodic updates as emergency conditions change or more information is known. The Incident Commander must approve situation reports before reports are sent out.



DECLARATION OF A STATE OF EMERGENCY

WHEREAS, (Type of event, date(s) if known, and brief description of event or incident);

WHEREAS, as a result of the above described emergency, I have determined that there is an imminent threat of, or existing conditions have caused or will cause, widespread or severe damage, injury, or loss of life or property, and public safety authorities will be unable to maintain public order or afford adequate protection for lives or property;

WHEREAS, declaring a State of Emergency and imposing the restrictions and prohibitions ordered herein is necessary to maintain order and protect public health, safety, and welfare, and to secure property;

NOW, THEREFORE, pursuant to the authority vested in me as **Mayor** of the **Town of Valdese**, under Article 1A of Chapter 166A of the North Carolina General Statutes and Chapter Three (3) of the Town of Valdese Code of Ordinances:

Section 1. A State of Emergency is hereby declared within the **Town of Valdese** as more particularly described in Section 2.

Section 2. The emergency area covered by this State of Emergency shall be:

- ☐ All areas within the jurisdiction of the Town of Valdese
- ☐ The following specific areas with the jurisdiction of

Section 3. The following restrictions and prohibitions are imposed (check all that apply).

☐ **Evacuation:** _____

☐ **Curfew:** _____

- ☐ **Restricted Access:** _____

- ☐ **Business Operations:** _____

- ☐ **Alcohol:** _____

- ☐ **Dangerous Weapons and Gasoline:** _____

- ☐ **Other:** _____

- ☐ **No restrictions or prohibitions are imposed at this time.**

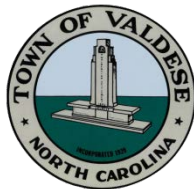
Section 4. I hereby order all Town of Valdese law enforcement officers, employees and all other emergency management personnel subject to our control, to cooperate in the enforcement and implementation of the provisions of this Declaration, all applicable local ordinances, State and Federal laws and the Burke County Emergency Operations Plan

Section 5. I hereby order this Declaration: (a) to be distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (b) to be filed with Clerk to the Town of Valdese Town Council; and (c) to be distributed to others as necessary to ensure proper implementation of this Declaration.

Section 6. This Declaration shall take effect on _____ at _____ and shall remain in effect until modified or rescinded.

DECLARED this the _____ day of _____, _____ at _____ a.m./p.m.

 Mayor, Town of Valdese



**Town of Valdese
Termination of State of Emergency**

WHEREAS, on _____ at _____ am/pm, as Mayor of the Town of Valdese in the County of Burke, I determined and declared that a State of Emergency existed within the Town of Valdese, and

WHEREAS, I have determined that the conditions constituting a State of Emergency no longer exists in the Town of Valdese;

NOW, THEREFORE, I hereby terminate the above referenced Declaration of a State of Emergency and all the restrictions and orders contained therein.

This Declaration is effective _____, _____ at _____ am/pm.

DECLARED this the _____ day of _____, _____

Mayor, Town of Valdese

ATTEST:

Town Clerk, Town of Valdese

Continuity of Operations Plan
Revised: August 16, 2022

FALL LITTER SWEEP

North Carolina
Sept. 10-24, 2022
Volunteer Locally!
**N.C. Department
of Transportation**
Biannual Cleanup Drive



Forms, posters, and
telephone listings are
available on our website

ncdot.gov/littersweep

Share your clean-up images at:
#LitterSweepNC



ADOPT-A-HIGHWAY
Learn how you can help keep
North Carolina beautiful.
apps.ncdot.gov/LM



SWAT-A-LITTERBUG
Littering is illegal and a fineable offense upon conviction.
G.S. 14-399. Let us know when a person is littering by
contacting Litter Management through the Online Swat-A-
Litterbug process or by calling the NC State Highway Patrol
at *HP or NCDOT Litter Management at **1-800-331-5864**
Find out more at **ncdot.gov/litterbug**.

FALL LITTER SWEEP

SEPT 10-24, 2022

VOLUNTEER SAFETY RULES AND GUIDELINES

- ▶ Park in areas that: provide safe entrance and exit of the pickup area; do not create hazards with other vehicles and equipment operating near the work area; and provide maximum protection for volunteers getting in and out of the vehicle.
- ▶ All volunteers must wear a NCDOT approved orange safety vest. It is a good practice to wear long-sleeve shirts, gloves and high-top boots to protect against unforeseen hazards.
- ▶ Take extra precautions to prevent heat and cold stress when working in extreme temperatures. Pick up only during daylight hours and stop work during inclement weather.
- ▶ Face oncoming traffic while on foot. Stay off the road at least five feet from the pavement edge.
- ▶ Do not pick up in ditches, tunnels, on road surfaces, bridges, overpasses or medians. Avoid any construction areas.
- ▶ Work in small groups, allowing ample space for each volunteer to work safely.
- ▶ Place tools in a safe position so that sharp points are not exposed.
- ▶ Be aware of hidden obstructions that may have sharp edges and broken glass, especially in grassy areas.
- ▶ Do not attempt to squeeze bags to make room for more trash. Use caution when handling trash bags containing broken or sharp objects. Use proper lifting techniques when lifting bags.

FORMS TO DOWNLOAD

Visit nccd.gov/littersweep to download forms:

- ☐ Fall 2022 Litter Sweep poster
- ☐ Certificate of Appreciation request form
- ☐ Safety rules and regulations for volunteers
- ☐ Adopt-A-Highway reporting instructions
- ☐ Litter Sweep cleanup procedures
- ☐ Adopt-A-Highway media form
- ☐ For questions or to request copies, call 1-800-331-5864

MATERIALS & PICKUP

Visit your local NCDOT maintenance office for **gloves, safety vests and orange trash bags that are reversible to a blue color for glass, metal and plastic for recycling**. Dispose of recyclables yourself.

Please report pickups online at apps.ncdot.gov/LM (info needed: **Pickup key, route cleaned, # of volunteers, hours worked, # of recyclable bags and trash bags, and is NCDOT bag pick up needed**.) If you are not an Adopt-A-Highway volunteer, please use the Other Volunteer Pickup Key: NSLKC.

REMEMBER: It is illegal to dispose of aluminum cans and plastic bottles in landfills.



Please recycle this mailer after use.

North Carolina Department of Transportation
Litter Management
1540 Mail Service Center
Raleigh, NC 27699-1540

Address Service Requested

THANK YOU
FOR *SAFELY*
PARTICIPATING
IN LITTER SWEEP

DEADLINE TO REQUEST CERTIFICATE IS **OCTOBER 31, 2022**

Mail to: NCDOT Litter Management, 1540 Mail Service Center, Raleigh, NC 27699-1540
Email to: kasawyer2@ncdot.gov

Email _____

Phone (Work) _____

Home _____

County _____

State _____

ZIP _____

Address _____

Mail to _____

Issue in name of _____

REQUEST FOR CERTIFICATE OF APPRECIATION (*Please Print*)

Fall 2022
LITTER SWEEP

SEPT. 10-24, 2022

COUNCIL AGENDA MEMO

To: Town Clerk
From: Kim Cline, Tax Collector
Date: September 2, 2022
Re: 2021 Tax Collection

REQUEST

No action requested. Informational item only.

BACKGROUND

Each September, the Town's Tax Collector reports to the board tax collection figures of Real and Personal property for the most recent ending fiscal year.

ANALYSIS

As shown on the supporting Tax Collector report, the FY 21-22 collection rate is projected to be 97.76% for Real and Personal property, subject to any adjustments in the upcoming financial year audit.

The Tax Collector is putting forth a concerted effort and instituting all available collection methods to maintain a high collection rate for FY 22-23.

RECOMMENDATION

No action requested. Informational item only.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒

Tax Year 2021**Property Tax Statement Annual Settlement****Property Valuations**

Real Estate	308,357,968
Personal	87,687,073
Senior Citizen Exemptions	<u>(4,908,620)</u>
Total Property Valuation Subject to Tax Rate	391,136,421

Levy

	2,057,727
Discoveries	73,967
Late List Penalties	<u>7,727</u>
Total Levy	2,139,421

Less Collected as of 6/30/2022	2,088,946
Releases	2,500
Uncollected 2021	52,295
Ratio of Taxes Collected to Total Levy	97.76%

Motor Vehicle

Levy	223,441
2021 Collection by Burke County	223,441
Collection Costs	8,629

Valdese Town Council Meeting

Tuesday, September 6, 2022

Budget Amendment #

3

Subject:

Pool Boiler Unit

Description:

A boiler unit to heat the pool was approved for \$25,000 at the April 2022 meeting. Due to supply chain issues, the original boiler unit ordered will not arrive until late November. This amendment will allow for the installation of three smaller units to replace one large unit, which is available now.

Proposed Action:

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

Section I:

The following revenues available to the Town will be increased:

Account Description		Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		7,140
Total		\$0	\$7,140

Amounts appropriated for expenditure are hereby amended as follows:

Account Description		Increase/ Debit	Decrease/ Credit
10.6200.740	Capital Outlay	7,140	
Total		\$7,140	\$0

Section II:

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

Valdese Town Council Meeting

Tuesday, September 6, 2022

Capital Project Ordinance Amendment # 10-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
USDA application submittal process

Proposed Action:

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

Section I:

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

Account	Description	Decrease/ Debit	Increase/ Credit
35.3480.001	Distributions		5,000
Total		\$0	\$5,000

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.041	Professional Services	5,000	
Total		\$5,000	\$0

Section II:

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