



**Town of Valdese
Town Council Meeting
Valdese Town Hall
102 Massel Avenue SW, Valdese
Tuesday, September 7, 2021
6:00 P.M.**

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

- 4. Informational Items:**
 - A. Communication Notes
 - B. Reading Material

- 5. Open Forum/Public Comment**

- 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 and Closed Session Minutes of August 2, 2021
 - B. Lease Agreement at Old Rock School with P&W Railroad Club
 - C. Lease Agreement at Old Rock School with David Harmon Studios, LLC
 - D. Valdese Housing Authority Reappointment Request

- 7. New Business**

- A. Introduction of New Employees
 - B. Annual Property Tax Collection Report
 - C. Presentation of the Town of Valdese Website
 - D. Presentation of Safety Awards
 - E. Presentation of Town Vehicles & Equipment
 - F. Offer to Purchase Town-Owned Property Located at 4250 Ralph Patton Rd.
 - G. Budget Amendment

- 8. Manager's Report**

- A. 2020 Census Update
 - B. Next Regular Council meeting scheduled for Monday, October 4, 2021, 6 p.m.

- 9. Mayor and Council Comments**

- 10. Adjournment**

COMMUNICATION NOTES

To: Mayor Black
Town Council

From: Seth Eckard, Town Manager

Date: September 3, 2021

Subject: Tuesday, September 7, 2021 Council Meeting

6. Consent Agenda

A. Approval of Regular Meeting and Closed Session Minutes of August 2, 2021

B. 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.

C. 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 \$305 per month.

D. Valdese Housing Authority Reappointment Request

The Valdese Housing Authority recommends the reappointment of Dan Hoyle for another five-year term. The term will expire October 31, 2026.

7. New Business

A. Introduction of New Employee

Parks & Recreation Director Doug Knight will introduce Athletic Supervisor Connor Taylor. Public Service Director Greg Padgett will introduce Water Treatment Plant Operator Eric Wilson. Police Chief Jack Moss will introduce Administrative Assistant Harley Chesek-Brown.

B. 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.

C. Presentation of Safety Awards

Assistant Fire Chief Truman Walton will present the departmental safety awards for 2020. Enclosed in the agenda packet is a memo from Mr. Walton on the departments receiving awards.

D. Presentation of the Town of Valdese Website

Community Affairs Director Morrissa Angi will be at the meeting to show Council the updates to the Town of Valdese website.

E. Presentation of Town Vehicles & Equipment

Public Services Director Greg Padgett will present a presentation on all the Town vehicles and equipment.

F. Surplus Town-Owned Property Located at 4250 Ralph Patton Rd.

The Town received an offer from Nathaniel Saunders in the amount of \$7,500.00 to purchase town-owned property located at 4250 Ralph Patton Rd., Morganton. Enclosed in the agenda packet is a memo from Planning Director Larry Johnson and a Resolution for authorizing the upset bid process. The property value is \$19,140.00.

Requested Action: Staff recommends that Council adopt a resolution accepting the offer from Mr. Saunders in the amount of \$7,500.00 and allow staff, pursuant to NC General Statute 160A-269, to advertise for the upset bid process.

G. Budget Amendment

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

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

READING MATERIAL

Community Affairs & Tourism Monthly Stats

July 2021

Tourism Statistics

townofvaldese.com Visits 27,095 views

downtownvaldese.com Visits 181 views

Top Pages Viewed: 1)Recreation 2)Utilities 3) Aquatics &Fitness 4) Community

Facebook

of followers 13,335

Total # of engaged 1,649

Daily Total Reach 362,713

Zoho Social Media Monthly Report: Postive vs. Negative Feedback

Postive 99.27%

Negative .73%

TOP FIVE MARKETS: Morganton, Valdese , Hickory, Lenoir, Granite Falls

Approximate # of Visitors to the Tourism/CA Office 270

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	4
TEACHER'S COTTAGE	7
WALDENSIAN ROOM	7
CLASSROOMS	6
MAJOR EVENT (ENTIRE SCHOOL)	1
Major Events Held at the Old Rock School	Number of Attendees
Burke Co Schools Principal Retreat	80
Monthly Old Rock School Rentals	3
Old Rock School Total Attendance	1,600

CA Summary for July 2021

July was a busy and successful month for the Community Affairs Department! The month kicked off with the Town's biggest event, the Independence Day Celebration on July 2nd. This event brought in thousands of people to Valdese, ready to celebrate. With Independence Day behind us, preparation for the Waldensian Festival is in full swing with securing vendors/sponsorships, confirming entertainment, and promotion. The FFN Summer Concert Series continues to bring in record numbers of attendees at the new location (ORS field) and the department was pleased to learn that the closer proximity to the Amphitheatre did not cause sound conflict with the outdoor drama. The department also hosted the 'Asheville Amblers' a group of 42 visitors who toured the Town by walking 6 miles to each attraction and the Downtown district. Rentals of the Old Rock School facilities have also picked up, as the building hosted multiple parties, a wedding, Burke Co Schools event, music/art classes, and a pageant. Bluegrass tickets sales have also picked up as we inch closer to Fall, as well as slow and steady preparation for Fall and Winter events.

Community Affairs & Tourism Monthly Stats

August 2021

Tourism Statistics

townofvaldese.com Visits 28,007 views

downtownvaldese.com Visits 123 views

visitvaldese.com Visits (site active for 2 weeks) 2,551 views

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

Facebook

of followers 13,588

Total # of engaged 2,023

Daily Total Reach 317,373

Zoho Social Media Monthly Report: Postive vs. Negative Feedback

Postive 98.61%

Negative 1.39%

TOP FIVE MARKETS: Morganton, Hickory , Valdese, Lenoir, Granite Falls

Approximate # of Visitors to the Tourism/CA Office 340

Community Affairs Stats

Old Rock School Rental Breakdown

AUDITORIUM	1
TEACHER'S COTTAGE	11
WALDENSIAN ROOM	13
CLASSROOMS	3
MAJOR EVENT (ENTIRE SCHOOL)	0

Major Events Held at the Old Rock School Number of Attendees

N/A N/A

Monthly Old Rock School Rentals 28

Old Rock School Total Attendance 1,600

CA Summary for August 2021

One of the busiest months of the year for Community Affairs, August seemed to come and go very quickly. With the launch of the new tourism website on August 9th, special attention was drawn to the businesses, attractions, and events Valdese has to offer. The 46th Annual Waldensian Festival returned this year, with a set of unique challenges brought forth by COVID-19. Despite the pandemic, extreme heat, and a rained out finale, the department and community alike considered the celebration a success with over 100 vendors and several acts of entertainment throughout the weekend. The Family Friday Nights series continues to attract record numbers of attendees, even as the season draws to a close. Old Rock School facility rentals remain consistently booked (August hosted 28 rentals) and the tourism office continues to see an increase of visitors. Preparation for the FFN finale is underway, in addition to prep for Fall events such as Treats in the Streets, Concerts at the Rock Bluegrass Season, and the Christmas in November Craft Show. Finally, development of Main Street Program and Employee Wellness Programs are in the works.

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

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

<u>ACTIVITY / FUNCTION</u>	<u>MONTHLY TOTAL</u>	
STATION DUTY	154 HOURS	
VEHICLE DUTY	128 HOURS	
EQUIPMENT DUTY	71 HOURS	
EMERGENCY RESPONSES (ON DUTY)	70 HOURS	
TRAINING (ON DUTY)	62 HOURS	
FIRE ADMINISTRATION	199 HOURS	
TRAINING ADMINISTRATION	3 HOURS	
MEETINGS	8 HOURS	
FIRE PREVENTION ADMINISTRATION	64 HOURS	
FIRE PREVENTION INSPECTIONS	29 HOURS	
<u>TYPE</u>	<u>NUMBER OF INSPECTIONS</u>	<u>VIOLATIONS</u>
ASSEMBLY	3	23
BUSINESS	1	0
DAYCARE	0	0
EDUCATIONAL	0	0
HAZARDOUS	0	0
INSTITUTIONAL	1	0
MERCANTILE	2	0
RESIDENTIAL	0	0
STORAGE	0	0
UTILITY/MISC	0	0
REINSPECTIONS	13	2
TOTAL:	20	25
PUBLIC RELATIONS	18 HOURS	
HYDRANT MAINTENANCE	6 HOURS	
SAFETY ADMINISTRATION	31 HOURS	
SAFE KIDS ADMIN/CRS INSPECTIONS	23 HOURS	
EXTRA DUTY FIRES	28 HOURS	
NON-DEPARTMENTAL DUTIES	1 HOURS	
EXTRA DUTY TRAINING	0 HOURS	
EXTRA DUTY FIRE/MED STANDBY	20 HOURS	
PHYSICAL TRAINING	13 HOURS	
EXTRA DUTY MEDICAL RESPONSES	37 HOURS	
VOLUNTEER FIREFIGHTER TRAINING	0 HOURS	
TOTAL TRAINING MANHOURS:	62 HOURS	

FIRE DEPARTMENT EMERGENCY RESPONSES:

<u>FIRE:</u>	<u>MONTHLY TOTAL</u>
FIRE ALARM	4
MUTUAL AID TO STATION 63	1
MUTUAL AID TO STATION 67	2
TREE DOWN	6
ELECTRICAL HAZARD	2
STRUCTURE FIRE	1
GAS LEAK	0
SERVICE CALL	1
VEHICLE FIRE	0
STANDBY	<u>0</u>
	17
<u>MEDICAL:</u>	
ABDOMINAL PAIN	0
ALLERGIC REACTION	1
ANIMAL BITE	0
ASSAULT	1
ASSIST EMS	0
BACK PAIN	0
CANCELLED ENROUTE	0
CARDIAC	0
CHEST PAIN	7
CHOKING	0
CODE BLUE	0
DIABETIC	1
DOA	2
FAINTING	0
FALL	8
HEADACHE	1
HEMORRHAGE	1
OTHER	1
OVERDOSE/INTOXICATED	0
PREGNACY	0
PSYCHIATRIC	2
RESPIRATORY	4
SEIZURE	1
SICK	2
STABBING	0
TRAUMATIC	3
UNCONSCIOUS	1
UNKNOWN	<u>0</u>
	36
<u>FIRE AND MEDICAL:</u>	
MOTOR VEHICLE ACCIDENT	<u>2</u>
	2
<u>TOTAL RESPONSES:</u>	<u>55</u>

GREG STAFFORD, CHIEF
VALDESE FIRE DEPARTMENT



102 Massel Avenue • PO Box 1225 • Valdese, NC
828-874-6731 • kpotcat@vedinc.com • www.vedinc.com

August 12, 2021

Mr. Seth Eckard
Valdese Town Manager
102 Massell Avenue SW
Valdese, NC 28690

Dear Mr. Eckard,

On behalf of the VEDIC staff and the Board of Directors we would like to thank you for your partnership, now more than ever. As we all know, this past year is one that no one could have predicted or even imagined. We all have been affected by COVID-19 and the Small Business Community has been hit extremely hard.

It has been our honor and privilege to work alongside of these courageous entrepreneurs. Last year, I remember getting call after call asking if VEDIC will allow for deferrals, what do we do, how do we apply for the PPP, which loan do we apply for, etc. Through the Technical Support Team that VEDIC offers we were able to provide the coaching and support needed for each of these small business owners.

There are no words to describe what this past year has looked like for any of us, compared to those on the front lines in the medical field for example, I do not even feel worthy to compare. There are so many heroes out there and to each of those, I humbly say thank you. In the realm of how VEDIC was able to help, to date, we have deferred client loan payments totaling over \$90,000 and provided \$70,000 in emergency loans to those businesses that needed a bridge loan to keep their doors open until their PPP funds were available. Our partnership with the Appalachian Regional Commission (ARC) made these emergency loans possible.

Additionally, we have been busy with new requests. Due to the low risk tolerance of banks during COVID-19, we are receiving good quality bank referrals. Last fiscal year, we approved 22 loans totaling \$935,972 in loan funds with new requests still pending.

Please see the following chart that reflects the total # of jobs created or saved and the total # of loans produced by county. Burke County leads at over \$4.6 million.

VEDIC

"Helping Businesses Start, Grow and Thrive"

102 Massel Avenue • PO Box 1225 • Valdese, NC
828-874-6731 • kpoteat@vedicnc.com • www.vedicnc.com

County	Sum of Amount	Sum of Jobs FT/PT
Burke	\$4,625,952	569
Caldwell	\$90,000	9
Catawba	\$711,149	56
Cleveland	\$34,711	6
Iredell	\$100,000	2
McDowell	\$720,000	51
Mecklenburg	\$100,000	1
Rowan	\$48,624	34
Rutherford	\$375,000	31
Grand Total	\$6,805,436	759

In closing, we would like to thank you for your continued partnership and support. Because of your partnership, we were able to assist our clients by deferring over \$90,000 in loan payments. Our interest income was affected, but for a great cause. Even still, our annual audit conducted by CPA, Dan Boggs reports all is in good financial standing.

We are so blessed to be a part of an organization and community that seeks to help others. Please let us know if you would like to learn more about the VEDIC program and how we can help the Town of Valdese as new needs arise. VEDIC is here to serve the Small Business Community and are very hopeful for a brighter tomorrow.

Many thanks for your partnership,



Kerri Poteat
Executive Director
828-874-6731

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

Sept 2, 2021

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

Progress reports: Boots on the Ground

Location:

Officer Visits:

McGalliard Falls	141 Visual Checks / Walk around
Old Rock School	94 Visuals Checks / Walk around
Children's Park	80 Visual Checks / Walk around
Community Center	69 Visual Checks / Walk around
Lakeside Park	76 Community Contact
Main St Extra Patrol	Nightly Door Checks
Business/Residential Contact	108 Community Policing
Family Fun Night	5 Community policing
Myra's Car show	Every Friday Night

Our officer have logged 829 residential/business security checks, 423 extra patrols and 108 community policing contacts in 41 days for a total of 1360 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 2, 2021**

The Town of Valdese Town Council met on Monday, August 2, 2021, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue SW, Valdese, North Carolina. The following were present: Mayor John F. "Chip" Black, Jr., Councilman Keith Ogle, Councilwoman Frances Hildebran, Councilwoman Susan Stevenson, Councilman J. Andrew Thompson, and Councilman Roy F. Sweezy. Also present were: Town Attorney Marc Mitchell, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various department heads.

Absent: None

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT:

Food Trucks – Jordan Greene, 909 Mountain View Ave SW, Valdese: Mr. Greene shared his thoughts about allowing food trucks in Valdese. Mr. Greene shared that he has two young children, making it hard to go to a sit-down restaurant. Mr. Greene's will go to Asheville, Charlotte, and Boone to visit food trucks as well as meeting friends at breweries. The food truck experience makes it easier with children. Mr. Greene asked the Council to consider the opportunities that food trucks can bring.

Public Safety Building/Food Trucks – Jim Jacumin, 207 Walsh Dr. SW, Valdese: Mr. Jacumin has spoken to several citizens concerned with building a new Public Safety Building. Mr. Jacumin feels that the Public Safety Building should stay where it is due to the response rate of emergencies. Mr. Jacumin shared that the foundation problem with the current building could be fixed, giving it another 75 years. Mr. Jacumin requested to put this project on hold for more investigation. Mr. Jacumin shared on the food truck matter that we should talk to our restaurant owners first to see if they want to invest in it.

Drugs/Trash - Pam Deloach, 2963 Flat Gap, Valdese: Ms. Deloach feels that Valdese is wonderful with nice buildings. Ms. Deloach explained that she has two Airbnb's that stay rented, but there is a problem. On Barus Pond Loop, there are people using drugs that walkthrough and yards need to be cleaned up. Town Manager Seth Eckard shared that Barus Pond Loop was not within the city limits but could pass that information on to the appropriate person.

Food Trucks – Tony Pizzelanti, 149 Main St. W, Valdese: Mr. Pizzelanti feels that with all the increase in costs, most restaurants are running in the red, with some having to close. Mr. Pizzelanti pays thousands of dollars in sales, property, and equipment tax to Valdese, not fifty dollars. Food Trucks owners do not pay these revenues. Mr. Pizzelanti welcomes all brick and mortar restaurants but feels food trucks would be bad for Valdese. Mr. Pizzelanti shared that it took him \$50,000 to get his restaurant back up and running after closing for a period. Mr. Pizzelanti asked Council to consider what they are doing if they vote to have food trucks in Valdese.

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING AND CLOSED SESSION MINUTES OF JUNE 28, 2021

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: None

INTRODUCTION OF NEW EMPLOYEE: Police Chief Jack Moss introduced new Code Enforcement/Animal Control Officer Michael Dylan Hicks.

FOUNDATION FORWARD EDUCATIONAL PARK SIDEWALK PROPOSAL PRESENTATION: Public Services Director Greg Padgett shared that in the Main Street Water Project process, some of the sidewalks were removed and replaced as needed. Perry Snider, Operations Manager for Foundation Forward, Inc., presented the following presentation:

FOUNDATION FORWARD EDUCATIONAL PARK SIDEWALK PROPOSAL

SITUATION: During Calendar year 2021, the Town of Valdese executed a water main replacement that ran the length of Main Street (Hwy 70). At the end of the project the sidewalk that runs from the East Corner of 225/227 Main Street and runs West to the corner of Faet & Main Street was left with patchwork concrete and paver repair while the remainder of the sidewalks were poured totally new or new pavers installed.

With the addition of a Million Dollar park being installed at the corner of Faet & Hwy 70 this sidewalk will detract from the aesthetics of the rest of the town as well as the park.

Foundation Forward solicited 4 bids, of which the lowest priced was Tim & Sons Concrete out of Morganton and was \$5800.00 to remove existing sidewalk and paver and pour a new solid concrete sidewalk and install pavers in front of our building and the park in keeping with the town theme.



Looking West from Corner of our building to Foothills



Front of Old World Bakery across from Faet St



Front of our Building facing East



Old Pavers



Front of WSVM facing East



Park Front from Corner of Faet St

PROPOSAL ONE

Propose the Town of Valdese fund the replacement in full to enhance the appearance of both Historic Valdese's Main Street and the new park.

PROPOSAL TWO

Propose that the Town and Foundation Forward split the costs which would have each entity pay \$2900.00. Foundation Forward would pay the contractor and the Town would reimburse Foundation Forward their share.

PROPOSAL THREE

Propose that the Town use their Public Works department to remove the existing sidewalk and pavers and Foundation Forward would pay contractor to level, form, pour sidewalks as well as install new pavers.



Mr. Perry feels that the contractor piece-milled the sidewalk, and with the amount of money they are spending, it should look better. Mr. Perry received four bids to restore the sidewalk and presented Council with three proposal options. Town Manager Seth Eckard recommended addressing this.

Councilman Sweezy made a motion to approve proposal one, to pay the project in full, in the amount of \$5,800.00, seconded by Councilman Thompson. The vote was unanimous.

APPROVED FAÇADE GRANT REQUEST (THOMPSON REALITY): Community Affairs Director Morrissa Angi presented a request from Thompson Reality for a Façade Grant in the amount of \$2,500.00. Grant funds will be used to assist in replacing the original front glass and front door with a mail drop. The estimated cost of the project is \$5,324.32. The Main Street Design Committee has reviewed this request. Ms. Angi shared that she feels this is a request that is needed.

Councilman Ogle made a motion to approve the aforementioned Façade Grant in the amount of \$2,500.00, seconded by Councilwoman Hildebran. The vote was unanimous.

APPROVED CONTRACT FOR LIGHTING AT THE OLD ROCK SCHOOL AUDITORIUM: Community Affairs Director Morrissa Angi explained that this Old Rock School lighting project is in the CIP plan. Ms. Angi shared that the Old Rock School has recently experienced issues with the dimmer rack system where one of the systems has failed that was installed in the 1986 original renovation. Ms. Angi said that this project would replace the lighting system in the auditorium with an LED system. This will cut the electricity costs during production by two thirds and be safer for staff. Ms. Angi reached out to three different companies for quotes on the project. Illuminated Integration LLC declined, Bradfield Lighting Co. did not respond, and Barbizon Lighting Company submitted a quote. Jeff Montgomerie from Barbizon explained the scope of work to Council. Councilwoman Hildebran asked Ms. Angi to explain how the funding for this project would work. Ms. Angi stated that we would secure the contract for purchasing the equipment this budget year, it would be purchased in June 2022, and the installation will take place in July of FY 22-23. Town Manager Seth Eckard said the money was in the budget. Mr. Montgomerie explained to Council that he can hold the quote through next year if he can secure the contract now.



Quotation

Barbizon Charlotte
1016 McClelland Court
Charlotte, NC 28206
704-372-2122

To: Old Rock School

Project Name: LED Lighting Upfit

Attn: Morriisa W. Angi
Phone: 828-879-2129
Email: mangi@valdesenc.gov
Terms: To Be Determined

Quote Number: QN20010.2
Quoted By: Jeff Montgomery
Date: 4/22/2021

Thank you for giving us the opportunity to provide this proposal.

Section I - Power and Control

- Furnish DMX controlled relay panel to control theatrical fixture power, to replace portable dimmer packs.
- Furnish dimmer module option for 7 relay circuits to dim house lights, to replace wall dimmers.
- Furnish lighting data distribution equipment, including a network inlet for the console location and DMX outlets for the catwalk, 4 house torm pipes, 3 stage electrics, and offstage left and right at floor level.
- Furnish architectural lighting preset control stations consisting of and 8 button station and a keyed lockout in the booth, 4 button with fader station backstage, 2 button station at the back of the house, and a Bluetooth interface module allowing users to control presets wirelessly within 30 feet of the station, via user-provided Android or iOS devices.
- Furnish theatrical lighting controller with touch-screen monitor, capable of controlling multi-attribute fixtures like color changing LEDs and moving lights.
- Furnish 19 LED White Light Engines to upgrade existing Source Four ellipsoidal fixtures.
- Furnish a selection of LED color changing ellipsoids, pars, and cyc fixtures for color-mixing stage lighting.
- Includes listed materials and technical services only. Does not include any physical installation, conduit, enclosures, or wire not listed in this quotation.

Section II - Installation

- Physical and electrical installation of equipment furnished in Section I



Quotation

Barbizon Charlotte
1016 McClelland Court
Charlotte, NC 28206
704-372-2122

Item	Qty	Description
		<i>Section I continued</i>
1.35		Catwalk LED Color Changing Fixtures
1.36	7	ETC ColorSource Spot Engine with black finish, shutter barrel, c-clamp, soft-focus diffuser in an A-size pattern holder
1.37	7	Safety Cable, black
1.38	7	ETC Source Four Standard Lens Tube with color frame, lens 10 degree
1.39	7	10' DMX Control Cable
1.40		
1.41		<i>House Side Bars (2 fixtures per position)</i>
1.42	4	ETC ColorSource Spot Engine with black finish, shutter barrel, c-clamp, soft-focus diffuser in an A-size pattern holder
1.43	4	Safety Cable, black
1.44	4	ETC Source Four Standard Lens Tube with color frame, lens 10 degree
1.45	4	10' DMX Control Cable
1.46		
1.47		<i>1st Electric Fixtures</i>
1.48	9	ETC Color Source Par with black finish
1.49	9	Safety Cable, black
1.50	9	C-clamp
1.51	9	10' DMX Control Cable
1.52	9	Secondary Lenses 7.5 TBD
1.53		
1.54		<i>2st Electric Fixtures</i>
1.55	9	ETC Color Source Par with black finish
1.56	9	Safety Cable, black
1.57	9	C-clamp
1.58	9	10' DMX Control Cable
1.59	9	Secondary Lenses 7.5 TBD
1.60		
1.61		<i>3rd Electric Fixtures</i>
1.62	7	ETC ColorSource CYC with black finish
1.63	7	Safety Cable, black
1.64	7	10' DMX Control Cable
1.70		<i>Barbizon Services</i>
1.71	1	Project Management
1.72		Freight



Quotation

Barbizon Charlotte
1016 McClelland Court
Charlotte, NC 28206
704-372-2122

Item	Qty	Description
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Section I - Power and Control

Subtotal \$ 75,609.00
Sales Tax \$ 5,103.61
Total \$ 80,712.61

Section II - Installation

2.0	1	<i>Installation</i>
2.1		Removal of existing dimmers
2.2		Installation of new Relay/Dimmer panel
2.3		Relocation of House lighting power and control to new panel
2.4		Installation of new DMX infrastructure to include network inlet at console and DMX outlets at existing lighting positions
2.5		Removal of existing fixtures
2.6		Upgrade 19 existing Source Four fixtures with Source 4WRD II LED upgrade unit
2.7		Installation of new/updated fixtures
2.8		Electrical installation work including electrical permit
2.50		<i>Technical Services</i>
2.51	1	Lighting System Control Wire Terminations
2.52	1	Lighting System Configuration and System Start Up
2.53	1	User Training - 4 hours
2.70		<i>Barbizon Services</i>
2.71		Project Management

Section II - Installation

Subtotal \$ 64,513.00
Sales Tax \$ 4,354.63
Total \$ 68,867.63



Quotation

Barbizon Charlotte
1016 McClelland Court
Charlotte, NC 28206
704-372-2122

Item	Qty	Description
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Standard Terms and Exclusions

Services included in this quote, unless indicated above:

Project management and coordination.
Submittals for approval within 6-weeks of receipt of executed contract or purchase order acceptance.
Production requires 8 to 12 weeks for delivery of equipment after receipt of written approval and release.
Services of a factory engineer to test and energize system and instruct user personnel included as noted.
Equipment warranties, as provided by the manufacturer(s).
Complete set of as-built drawings and operation manuals.
Ground freight allowed to the job site. Expedited freight is not included.
Barbizon's standard general liability insurance policy.

Services NOT included in this quote, unless indicated above:

Contents of any General Conditions, drawings and specifications not specifically stated in the quote.
Conduit and wire not specifically stated in the quote.
Installation or configuration of equipment not specifically stated in the quote.
Bonding, taxes, fees and permits.
3D coordination drawings.
Structural steel, blocking steel, uni-trust and bridging.
Engineers stamp or engineering of existing structure.
Cutting, patching and painting.
Dumpsters and debris removal.
Floor protection.
Asbestos or lead paint abatement or remediation.
CCIP or OCIP enrollment.

Qualifications:

Price assumes adequate access to jobsite.
Price assumes existing structure is suitable for proposed system(s).
Price assumes use of temporary light and power.
All work required 21 days notice. Work completed Monday - Friday, during normal business hours.

The prices quoted herein are valid for thirty (30) days, except all prices are subject to change due to changes in duties, tariffs, border adjustment taxes, and fees whether foreign or domestic at any time following the date of this Quote. In addition to the prices quoted herein, your company shall be responsible for and shall pay for all applicable federal, state and local sales, use, property, excise and other taxes, duties, tariffs, or governmental charges imposed on or with respect to any items quoted herein, except taxes levied on Barbizon's net income. The attached quotation assumes that any deliveries or installation shall occur during normal business hours (M-F 8am-6pm) unless indicated. Assumes on-site parking for installation and delivery vehicles at no charge. Unless indicated, quote is based upon unrestricted "at grade" access to work site and use of temporary light and power at no charge. Assumes that the existing structure is suitable for any equipment to be mounted or suspended



Quotation

Barbizon Charlotte
1016 McClelland Court
Charlotte, NC 28206
704-372-2122

Item	Qty	Description
Section I - Power and Control		
1.0		Power Controls
1.1	1	Echo Relay Panel - 120/208V 3 phase MLO includes 24 1-pole 20A relays and breakers
1.2	1	Flush Mount Door Kit for 120V enclosure
1.3	7	ERP 120V 300W Dimmer (house lights)
1.4		Lighting Data Distribution
1.5	1	Response 4-port DIN-rail Gateway
1.6	1	Response DMX/RDM Opto-Splitter, 8 port
1.7	1	DIN rail enclosure
1.8	1	5 Port PoE+ Industrial DIN Rail Switch
1.9	1	Echo DIN rail-mount Station Power Supply with Auxiliary Power
1.10	1	RJ-45 Patch Bay
1.11	1	Echo DMX Scene Controller
1.12	1	ECPB; NET Plug-in station (1 gang)
1.13	10	ECPB; DMX Output Plug-In Station (1 gang)
1.14	11	ETC 1-gang, 2.5" deep back box, surface mount
1.15	8	U-Bolt Kit for ECPB Plug-in station
1.16	1	Installation wire
1.17		Button Stations and Wireless access point
1.18	1	4 button with fader Inspire station, black (backstage)
1.19		Lighting Console
1.20	1	Element 2 Console - 1024 Outputs
1.21	1	24" TouchScreen Monitor
1.22	1	10' Network cable
1.23		Replacement LED light engine for existing Source four Spotlights (Catwalk and Side Bars)
1.24	19	Source 4WRD II, retrofit kit, black, w/Stage Pin
1.25	19	10' RJ-45 Data Cable
1.26		
1.27		
1.28		
1.29		
1.30		
1.31		
1.32		
1.33		
1.34		

Councilman Ogle made a motion to approve the contract as presented, seconded by Councilman Thompson. The vote was unanimous.

APPROVED RESOLUTION APPROVING FINANCING TERMS PUBLIC WORKS VEHICLE & EQUIPMENT: Finance Director Bo Weichel presented a resolution to accept the funding and the payment terms for vehicles and equipment purchased for the Street Department. Mr. Weichel explained that this had been a revolving loan, with one loan being paid off last FY. This is a five-year loan with a 1.41% interest rate. Councilman Ogle asked if we could use the COVID money for this loan and Town Manager Seth Eckard said it would not apply to Public Works. The money is going towards a new leaf truck, a Caterpillar excavator, F150, and F350 Ford. Councilwoman Hildebran asked what we are replacing. Mr. Padgett shared that the old leaf truck would be repurposed where a bed can be rolled on and off. Mr. Padgett shared not to put rocks in the leaf piles on the side of the road because it is hard on the trucks. The new Caterpillar excavator will be used in the Street Department only so the departments won't have to share and be more efficient. Councilman Sweezy stated that this has already been approved during the budget process, and we are just approving the financing terms. Councilman Ogle asked what we were replacing with the new Fords. Mr. Padgett explained that we were replacing a 1999 F150 and an old service truck repurposed to the Street Department who currently does not have a service truck. Mr. Weichel shared that there is no new debt to the Town.

Resolution Approving Financing Terms

WHEREAS: The Town of Valdese, NC ("Borrower") has previously determined to undertake a project for the financing of various vehicles & equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated June 22, 2021. The amount financed shall not exceed \$332,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.41%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2021

By: _____

By: _____

Title: _____

Title: _____

Councilman Ogle made a motion to approve the resolution for financing terms but wants to see a list of all the town vehicles, seconded by Councilwoman Stevenson. The vote was unanimous.

APPROVED BUDGET AMENDMENTS: Finance Director Bo Weichel presented the following budget amendments to Council:

Valdese Town Council Meeting

Monday, August 2, 2021

Budget Amendment #

1

Subject:

IA Building Demolition

Description:

In accordance with the amount approved at the June 7, 2021 meeting, this amends the budget to use proceeds from sale of the Triple and Crowhill properties for the demolition work.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appropriated		65,247
10.3990.000	General Fund Balance Appropriated		8,703
Total		\$0	\$73,950

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8120.740	Capital Outlay	65,247	
10.4100.740	Capital Outlay	8,703	
Total		\$73,950	\$0

Section II:

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

Councilwoman Stevenson reminded everyone that the IA building had been discussed many times before.

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

Valdese Town Council Meeting

Monday, August 2, 2021

Budget Amendment #

2

Subject:

Capital outlay adjustment

Description:

At the June 28th meeting, a Grant Ordinance was adopted for ARP funds. Several capital outlay items that were originally approved within the General and Utility operating budgets will now be expensed from the new Grant Ordinance to be in compliance with the grant requirements. This amendment will decrease the operating budget.

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, 2022:

Section I:

The following revenues available to the Town will be decreased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3970.700	Transfer from Capital Reserve	260,000	
10.3970.930	Transfer from Capital Reserve	60,000	
Total		\$320,000	\$0

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
30.8100.740	Capital Outlay		65,000
30.8110.740	Capital Outlay		195,000
10.6200.151	Capital Outlay		60,000
Total		\$0	\$320,000

Section II:

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

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

Valdese Town Council Meeting

Monday, August 2, 2021

Budget Amendment #

3

Subject:

Medical insurance premium adjustment

Description:

The adopted budget included Option #1 rates from the insurance quotes. After the budget was printed and presented, a different renewal rate was chosen. The amends the budget to account for the increased rate from 604.14 per employee per month to 617.46

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
30.3990.000	Utility Fund Balance Appropriated		4,476
10.3990.000	General Fund Balance Appropriated		8,792
Total		\$0	\$13,268

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.4100.060	Group Insurance	800	
10.4200.060	Group Insurance	959	
10.4250.060	Group Insurance	479	
10.4350.060	Group Insurance	479	
10.5100.060	Group Insurance	2,238	
10.5300.060	Group Insurance	1,439	
10.5600.060	Group Insurance	639	
10.5800.060	Group Insurance	160	
10.6200.060	Group Insurance	1,119	
10.6250.060	Group Insurance	480	
30.8100.060	Group Insurance	1,439	
30.8110.060	Group Insurance	1,439	
30.8120.060	Group Insurance	1,598	
Total		\$13,268	\$0

Section II:

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

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

Valdese Town Council Meeting

Monday, August 2, 2021

Budget Amendment #

4

Subject:

Remove and replace engine for Police Dodge Charger

Description:

Diagnostics were done on the motor after having issues with the motor. Metal was found in the oil and oil control valve. This vehicle is used daily and the motor needs to be replaced. The rest of the vehicle is in good condition and we can extend the life of this vehicle as compared to spending funds to replace the entire unit.

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, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	General Fund Balance Appropriated		6,727
Total		\$0	\$6,727

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.5100.740	Capital Outlay	6,727	
Total		\$6,727	\$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 Sweezy made a motion to approve the aforementioned budget amendment, seconded by Councilwoman Stevenson. The vote was as follows: Thompson - Nay, Hildebran - Aye, Sweezy - Aye, Stevenson - Aye, and Ogle – Nay.

GRANT PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following grant project ordinance amendment to Council:

Valdese Town Council Meeting

Monday, August 2, 2021

Budget Amendment #

1-77

Subject:

ARP Funding estimate

Description:

On July 15th, staff was informed by the NC Office of State Budget and Management that the original allocation estimate to Valdese has been increased from the original estimated amount. This amendment accounts for the increased estimate and updates the grant ordinance to reflect the new estimate.

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 grant ordinance for the fiscal year ending June 30, 2022:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
77.3970.001	Proceeds for General		118,643
Total		\$0	\$118,643

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
77.4200.740	General Capital Outlay	118,643	
Total		\$118,643	\$0

Section II:

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

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

CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following capital project ordinance amendment to Council:

Valdese Town Council Meeting

Monday, August 2, 2021

Capital Project Ordinance Amendment # 6-35

Subject: Public Safety building

Description: To amend capital project ordinance Fund 35
 Additional survey costs for the Pineburn site selection.
 Survey costs included in the contract with CBSA was based on a
 different and smaller parcel of land.
 This accounts for an increase in contract amount for additional survey.

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		7,250
Total		\$0	\$7,250

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
35.5300.040	Architect Contract	7,250	
Total		\$7,250	\$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 Sweezy made a motion to approve the aforementioned capital project ordinance amendment, seconded by Councilwoman Hildebran. The vote was unanimous.

FOOD TRUCKS: Mayor Black reminded Council that food trucks are not about competition but is about change. Mayor Black shared it's not about us but about the people who visit Valdese and hopefully choose to live here. There are many opportunities in our County, like the School for Math & Science, leading people to Valdese.

Planning Director Larry Johnson shared a timeline with Council showing that the discussion of food trucks started in May of 2019.

Food Truck Timeline

- May 2019 - Town Manager request Planning Board place item on their agenda
- May 2019 - Following discussion, Planning Board consensus not to recommend food truck amendment
- October 2019 - Planning Board asked to revisit food trucks

- December 2019 - Planning Board formulates recommendations with input from Town Council and administration
- February 2020 - Planning Board votes NOT to send food truck amendments to Town Council, until after approval of a new zoning district for downtown area – *Downtown Business Corridor District*
- January 2021 - Town Council request Planning Board revisit food truck position and provide recommendation
- February 2021- Manager speaks during Planning Board meeting on merits of Food Trucks. Planning Board tables the topic to March meeting.
- March 2021- Staff presents Planning Board with updated recommendations from December 2019
- April 2021- Food Truck recommendations given to Town Council for review and consideration

Mr. Johnson presented the following food truck ordinance as a recommendation from the Planning Board:

TOWN OF VALDESE FOOD TRUCK ORDINANCE

Sec. _____ . Findings and Intent.

- A. The town council of the Town of Valdese finds that allowing food truck businesses to operate in Valdese would promote diversification of the Town's economy and provide employment opportunities.
- B. Food Truck businesses bring benefits to communities, but they also bring unique regulation challenges.
- C. North Carolina General Statute 160A-74 grants towns the power by ordinance to define, prohibit, and regulate acts, omissions, or conditions detrimental to the health, safety, and welfare of its citizens.

Sec. _____ . Definitions. The following definitions apply to this Article:

- A. Food Truck: A readily movable trailer or motorized wheeled vehicle that is temporarily used for the sale of food to the general public.
- B. Permit Fee: A fee assessed to cover the cost of regulating food truck activity.

Sec. _____ . Authorized locations and location restrictions for food truck sales.

- A. Food trucks may conduct business only on privately owned non-residential property in the following zones: B-1 Central Business, B-2 General Business, O-I Industrial, and M-1 Manufacturing. Food trucks may be operated only with approval of the owner of the property on which the food truck is being operated, and the operator of the food truck must provide proof of this permission. Food truck operation is prohibited within the public street right of way and sidewalks or on town owned property.
- B. The property on which the food truck is operated must have a principal use. A food truck may not be operated on a vacant lot.
- C. The food truck shall not block drive aisles, other access to loading/service areas, or emergency access and fire lanes. The food truck must be positioned at least 10 feet away from fire hydrants, any fire department connection, driveway entrances, alleys, and handicapped parking spaces, and the food truck shall not interfere with access to buildings or with pedestrians or vehicle traffic.
- D. This article and its requirements, rights and privileges shall not apply in any respect to food trucks at any festival or other event sponsored by the town or to private events where food is not sold.

- E. No more than two (2) food trucks are allowed on a parcel at the same time.
- F. Food trucks must be positioned a minimum of 20 feet from any structure and must be spaced at least 20 feet from any other food truck on the property.

Sec. _____. Public Safety and Nuisance Prevention.

- A. Food truck operators shall provide documentation of approval from the health department.
- B. Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be in accordance with the State Building Code.
- C. A food truck operator shall not operate the food truck as a drive-in window.
- D. The food truck operator shall provide sufficient trash receptacles for its customers. Proper disposal of waste and trash associated with the operation of the food truck is the responsibility of the food truck operator and the owner of the property on which the food truck is being operated. Town of Valdese receptacles shall not be used for disposal of food truck waste and trash.
- E. Food truck hours of operation shall be between 8:00 a.m. and 10:00 p.m.
- F. No signage shall be allowed other than signs permanently attached to the food truck and a portable menu sign with no more than 20 square feet of display area. The portable menu sign must remain within a 10-foot radius of the food truck. Flag signs are not allowed.
- G. Food trucks may not remain onsite overnight.
- H. The food truck operator is required to general carry liability insurance in an amount of not less than \$500,000. The policy shall name the Town of Valdese as an additional insured. Proof of that insurance shall be attached to the permit application.
- I. No liquid, grease, or solid wastes may be discarded from the food truck. No waste may be disposed of in the town's storm drains, sanitary sewer system, or public streets.

Sec. _____. Permitting.

- A. A food truck operator will be subject to an annual permit fee that will be assessed to cover the costs associated with regulation of food truck businesses. The amount of the permit fee will be reviewed and adjusted as necessary on an annual basis.
- B. The town food truck permit and the county health permit must be displayed during the food truck's hours of operation. The property owner permission to operate shall be kept in the food truck and made available for inspection during the hours of operation.

Sec. _____. Suspension and Revocation of Permit.

- A. The permit issued for the food truck business may be revoked if the operator violates any of the provisions contained in this article.
- B. The town manager or the town manager's designee may revoke a food truck permit if he or she determines that the food truck operator's operations are causing parking, traffic congestion, or litter problems either on or off the property where the food truck is located or that the food truck operator's

operations are otherwise creating a danger to the public health or safety.

- C. The town manager reserves the right to temporarily suspend food truck permits during times of town sponsored events.

Sec. _____ . Penalties and enforcement.

- A. Any violation of this article shall constitute a civil violation and subject the violator to a civil penalty in the amount of fifty dollars (\$50.00). Each day that a violation continues uncorrected shall constitute a separate violation. In addition, these violations subject the operator to permit revocation as outlined in this article.
- B. The town manager and the town manager's designee(s) are authorized to determine the existence of the violations and to assess the civil penalties established by this article by issuing a citation to the person determined to be in violation. Any citation shall state the nature of the violation.
- C. Any penalty not paid within thirty (30) days assessment may be recovered by the town in a civil action in the nature of the debt. In addition to the penalties and remedies provided by this section, the town manager may institute any appropriate action or proceedings to prevent, restrain, correct, or abate a violation of this article.

Councilwoman Hildebran asked if the new zoning district for downtown had been approved since it was noted in the timeline. Mr. Johnson said it had not been approved yet, but Council requested to see a recommendation again. Councilwoman Hildebran stated that she was not opposed to food trucks but feels that this is not good timing due to the pandemic.

Councilwoman Stevenson shared that she was interested in food trucks and thinks the ordinance looks great but worries that this is not good timing. Councilwoman Stevenson recommends tabling it for six months.

Councilman Ogle agrees with Tony Pizzaloni's comments and knows that our restaurants have struggled.

Mr. Johnson suggested not to focus on the approval of the Downtown Business Corridor District, and he would be comfortable with moving forward with what Council chooses.

Councilwoman Stevenson made a motion to table the ordinance for six months, seconded by Councilman Thompson. The vote was unanimous.

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

Town offices will be closed on Monday, September 6, 2021, in Observance of Labor Day.

Mr. Eckard received information from Republic and wanted to report that Valdese Citizens do a great job at recycling. Valdese has the highest participation rate of any of Republics' customers in the four-county area. 93% of our citizens recycle.

Thursday, August 5, 2021, is the first Coffee with the Police Chief at Old World Bakery from 8:45 am – 9:45 am.

The 46th Annual Waldensian Festival and Footrace will be held on August 13 & 14, 2021.

MAYOR AND COUNCIL COMMENTS: Mayor Black shared that the "From This Day Forward" play will be on Friday and Saturday nights through the festival weekend. Mayor Black encouraged everyone to attend.

Councilwoman Hildebran was impressed with the Boots on the Ground report in the agenda packet and appreciated Chief Moss and the department for their work. Councilwoman Hildebran also shared that work was being completed at 909 Main St. W., Valdese.

CLOSED SESSION: Mayor Black called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (4) to discuss matters related to the location or expansion of industries, including economic development incentives that may be offered.

At 7:15 p.m., Councilman Ogle made a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (4) to discuss matters related to the location or expansion of industries, including economic development incentives that may be offered. Councilwoman Stevenson seconded the motion. The vote was unanimous.

At 7:36 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilwoman Hildebran. The vote was unanimous.

ADJOURNMENT: At 7:37 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Stevenson. The vote was unanimous.

The next regular Council meeting scheduled for Tuesday, September 7, 2021, 6 p.m., due to Labor Day Holiday.

Town Clerk

jl

Mayor



State of North Carolina – County of Burke

Town of Valdese Lease Agreement



THIS AGREEMENT, made and entered into this **First** day of **October 2021** 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 2021** and extending to the **30th** day of **September 2022**.
- 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.

1.06 ^{30 of 53} **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.

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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

32 of 53
(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

33 of 52
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

- ^{34 of 53}
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

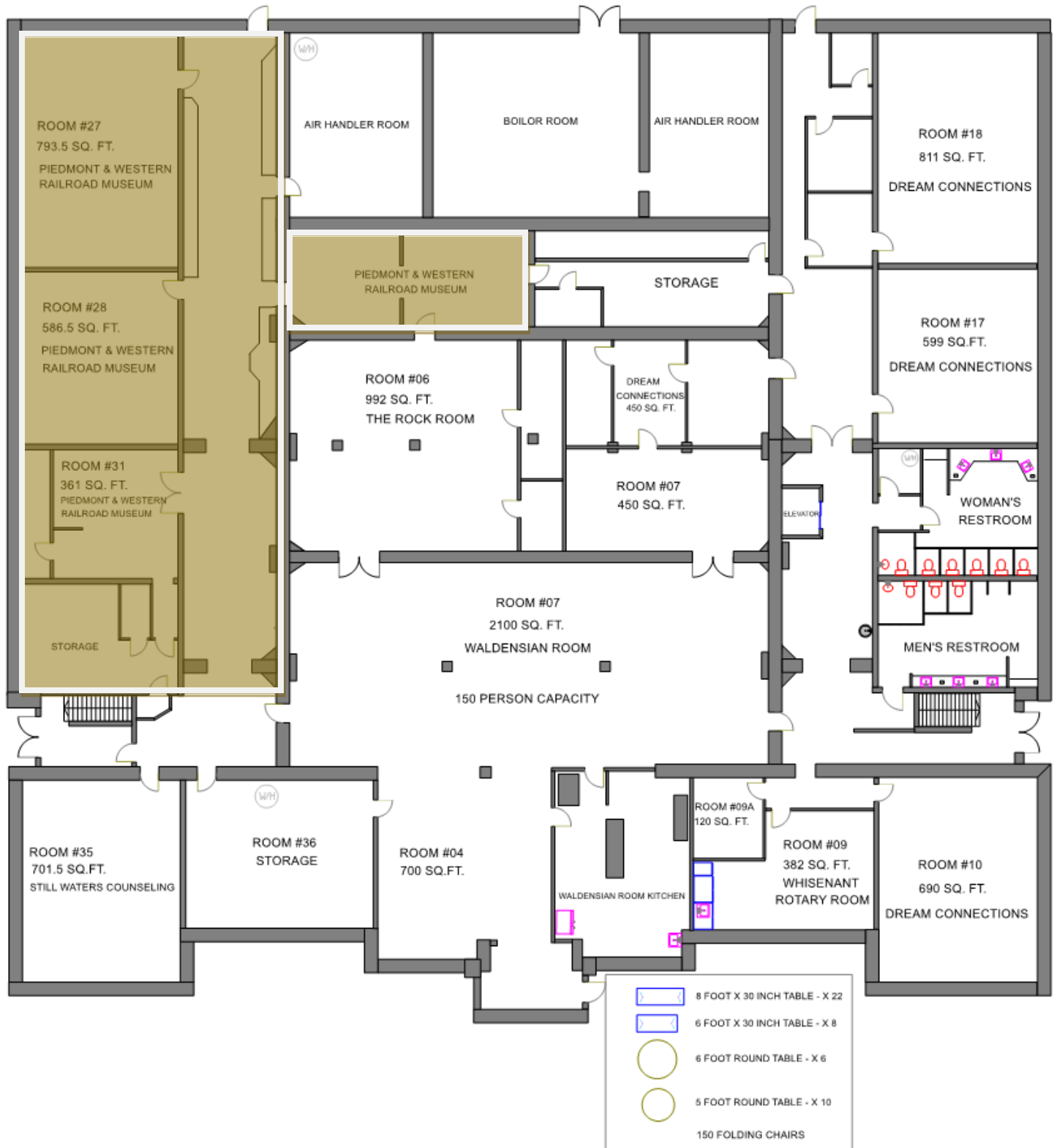
Lessee

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 2021**, 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 2021** and extending to the **31st** day of **October 2022**.
- 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 ^{37 of 53} **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.

- 38 of 53
- 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.
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- 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.
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ARTICLE 6.00

Destruction of Taking of Premises

49 of 52
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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.
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ARTICLE 9.00

Interpretation, Execution

- 44 of 52
- 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.
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- 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

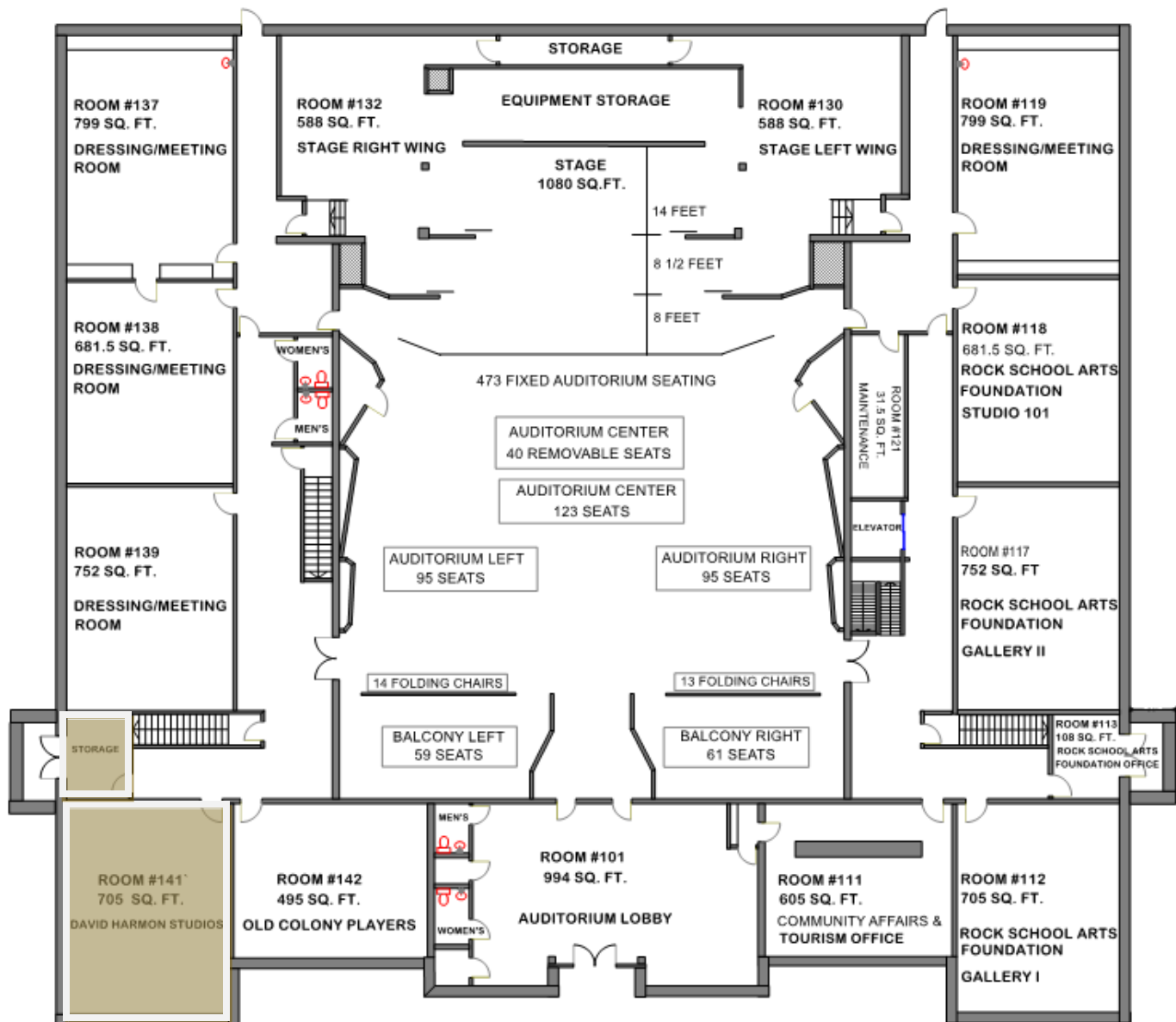
X _____

Witness (Attest)

X _____

Witness

Exhibit A:



September 7, 2021

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

Dear Mayor Black:

This letter is to notify you that Mr. Dan Hoyle, of the Board of Commissioners for the Valdese Housing Authority, five (5) year term expires October 31, 2021.

Mr. Dan Hoyle is requesting appointment for another five (5) year term.

Thank you for your consideration in this matter.

Sincerely,

Kyle F Warlick

Kyle Warlick
Executive Director

Enclosure: Certificate of Appointment

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

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

WHEREAS, the term of **Mr. Dan Hoyle** as a Commissioner will expire on October 31, 2021,

NOW, THEREFORE, pursuant to the North Carolina Housing Authorities Law, as amended, by virtue of my office as Mayor, I hereby appoint **Mr. Dan Hoyle** to serve as a Commissioner for the a term, ending October 31, 2026.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the Town of Valdese, and caused the official seal of the Town of Valdese to be affixed hereto this _____ day of _____, 2021.

Mayor

(Seal)

Attest:

Town Clerk

CERTIFICATE OF TOWN CLERK

I, hereby certify that the above and foregoing is true and correct copy of the Certificate of Appointment of the Commissioner of the Valdese Housing Authority of Valdese, North Carolina, filed in the office of the Town Clerk on the _____ day of _____, 2021.

Town Clerk

COUNCIL AGENDA MEMO

To: Town Clerk
From: Kim Cline, Tax Collector
Date: September 7, 2021
Re: 2020 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 FY21 collection rate was to 97.61% for Real and Personal property.

The Tax Collector is putting forth a concerted effort and instituting all available collection methods to maintain a high collection rate for FY22.

RECOMMENDATION

No action requested. Informational item only.

BUDGET ANALYSIS:***Budgetary Action***

Is a Budget Amendment required?

Yes

☐

No

☒

Tax Year 2020**Property Tax Statement Annual Settlement****Property Valuations**

Real Estate	299,530,742
Personal	88,184,908
Senior Citizen Exemptions	(5,204,474)
Total Property Valuation Subject to Tax Rate	<u>382,511,176</u>

Levy

	2,044,267
Discoveries	68,784
Late List Penalties	640
Total Levy	<u>2,113,691</u>

Less Collected as of 6/30/2021	2,061,537
Releases	1,585
Uncollected 2020	52,686
Ratio of Taxes Collected to Total Levy	97.61%

Motor Vehicle

Levy	212,358
2020 Collection by Burke County	210,983
Collection Costs	8,316

TO: Seth Eckard, Town Manager
Valdese Town Council

FROM: Truman Walton, Safety Director

DATE: September 2, 2021

REF: North Carolina Department of Labor Safety Awards

The goal of the North Carolina Department of Labor Safety Awards Program is to recognize those entities that go the extra mile to promote safety in the workplace. For calendar year 2020, several town departments received recognition for their efforts to prevent work place injuries and illnesses. These achievements are due in part to our department heads and employees working and training together to ensure that safe workplace practices are followed and that safety is the top priority of every Town of Valdese employee.

Town departments receiving Safety Awards for calendar year 2020:

- Administrative Department (33rd consecutive year)
- Community Affairs Department (10th consecutive year)
- Fire Department (6th consecutive year)
- Recreation Department (10th consecutive year)
- Public Works Department (3rd consecutive year)
- Water Department (4th consecutive year)
- Waste Water Department (5th consecutive year)

Particular attention should be paid to those departments receiving consecutive Safety Awards, especially those departments where accidents rates are usually elevated due to the nature of their work.

Thank you.



TOWN OF VALDESE

NORTH CAROLINA'S FRIENDLY TOWN

P.O. BOX 339

VALDESE, NORTH CAROLINA 28690-0339

PHONE (828) 879-2124

FAX (828) 879-2139

OFFICE OF THE PLANNING DIRECTOR

Memorandum

To: John Black, Mayor
Town Council

From: Larry Johnson, Planning Director

Date: August 30, 2021

A handwritten signature in black ink, appearing to be "Larry Johnson", written over the "From:" line.

Subject: Offer to Purchase Town-owned Property

The staff has received an offer to purchase town-owned property located at 4250 Ralph Patton Road, Morganton. In consideration of this request, a brief history of ownership by the Town is as follows.

The Town of Valdeese acquired the 0.18 (7,800sf) lot through Triple Community Water Corporation assets acquisition. The Town removed the water tank that occupied the parcel; however, the concrete footers remain. The Saunders family, over the past few years, assumed maintenance and continues to do so today.

The Town's Public Services Director and Assistant Public Works Director stated there are no plans to return a water tank to the property and recommend selling it to the highest bidder.

To The Town Of Valdese,

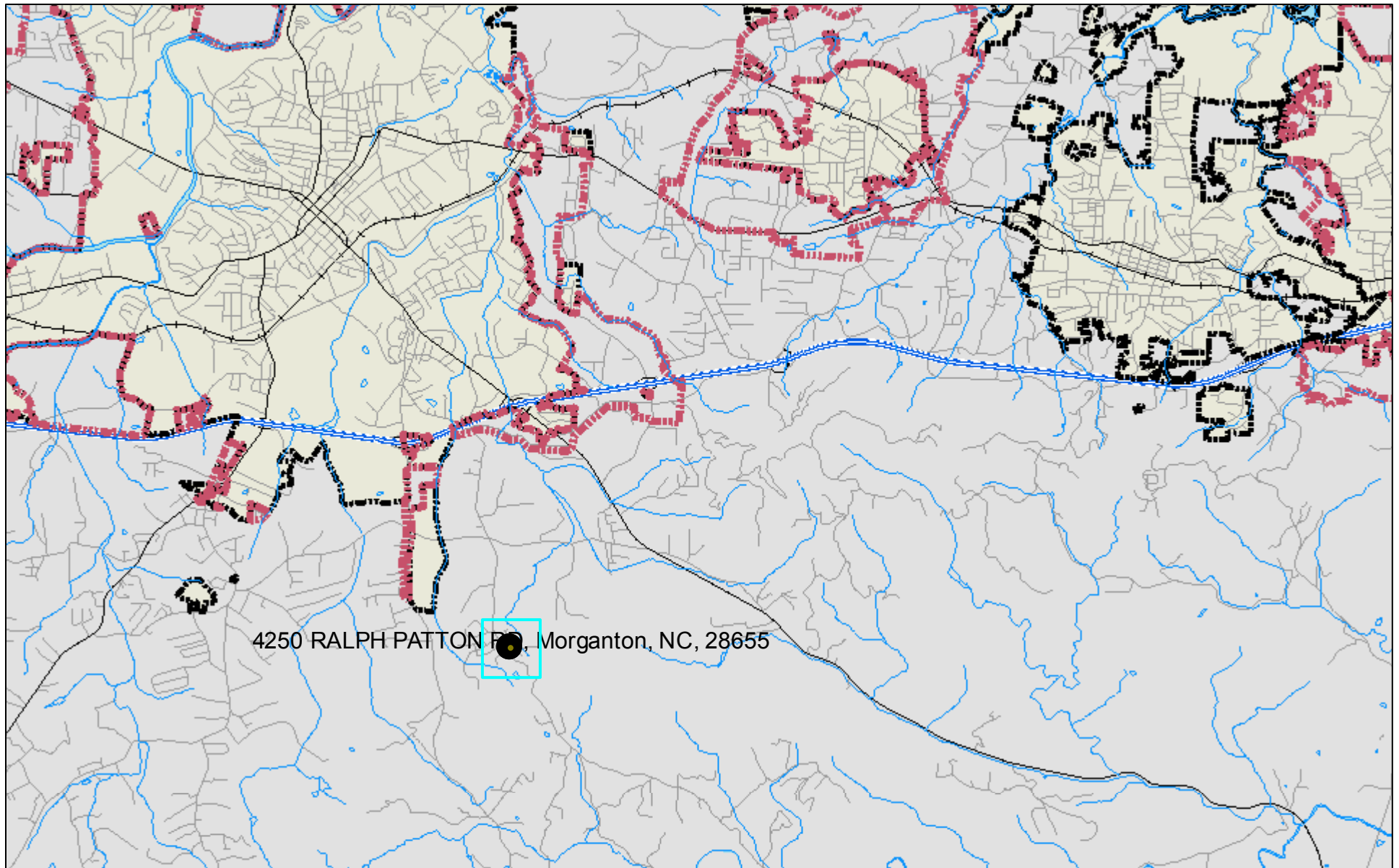
My name is Nathaniel Saunders and I reside at 4242 Ralph Patton Rd Morganton NC, 28655. I was interested in buying a parcel of land that the town owns. The property number is 4250 Ralph Patton Rd Morganton NC, 28655. As I assume we both know you the town purchased the land from Triple Community in 2008. The water tower was taken down a few years later. Nothing has been done to it since it has been gone. Not even lawn care. My grandfather used to reside here before me and he was interested in buying the land, but he never got around to getting to it due to him becoming very sick. He was the one doing the lawn maintenance for years in hopes he could purchase it. He recently passed away in November of 2020. I moved in the residence in June 2021. To say the least, the lot was an eye sore to the neighborhood. The grass was almost waist high. I took into consideration the same thought my grandfather had but to take the next step. So currently I'm the one keeping up with the lawn care.

I understand the tax value on the property is a little over \$19,000. I would like to offer \$7,500 for the property. You may think that is a little low but hear me out. When the tower was taken down, they left the concrete foundations. The crew claimed they would not come out of the ground unless they hired a crane crew from Asheville to pull them out because they are so big. There are 6 solid concrete footers that average about 4.5ft long by 4.5ft wide and roughly 2.5ft tall from ground level. They are an additional 10-20ft deep in the ground. The property is not big enough or capable to build on structurally. The main reason I am wanting to purchase it because I have a 90lb German Shepherd named Groot that would really love some more running space than what we currently have. He loves playing fetch and that extra space would be very beneficial for me and him to play in.

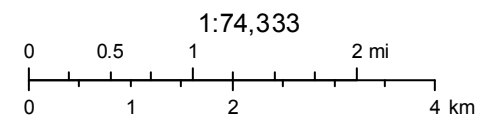
I appreciate your time in reading this and considering my offer of \$7,500. Please feel free to get in touch with me at reasonable time via email or cell. Thank you and I look forward to hearing from you.

Nathaniel Saunders
Cell: (828)358-7356
Email: Nsaunders565@gmail.com

LOCATION MAP - RALPH PATTON PROPERTY



September 1, 2021



RESOLUTION AUTHORIZING UPSET BID PROCESS
(Sale of 4250 Ralph Patton Road, Morganton NC)

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

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

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

REID NO.: 38216, PIN NO.: 2711174572

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

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

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

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

1. The town council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.
2. The town clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the town clerk within ten (10) days after the notice of sale is published. At the conclusion of the 10-day period, the town clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the town clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed

without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the town council.

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

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

7. The terms of the final sale are that:

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

(b) the buyer must pay the purchase price in certified funds at the time of closing; and

(c) the property shall be sold "as is" and subject to all existing easements.

(d) the town will reserve easements for all town utility lines located on or under the property.

(e) the property shall be conveyed by special warranty deed.

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

THIS RESOLUTION IS ADOPTED SEPTEMBER 7th, 2021.

TOWN OF VALDESE

By: _____
John F. Black, Jr., Mayor

ATTEST:

Town Clerk

(town seal)

Valdese Town Council Meeting

Tuesday, September 7, 2021

Budget Amendment #

5

Subject:

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

Description:

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

Proposed Action:

BE IT ORDAINED by the Council of the Town of 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, 2022:

Section I:

The following revenues available to the Town will be increased:

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

Amounts appropriated for expenditure are hereby amended as follows:

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

Section II:

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