TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER

COUNCIL MEMBERS:
JIM PLAYER
TREVOR C. LANCE
KEITH REED
AMBER MCKINNEY

Town Council Agenda Review Meeting
March 3, 2025 at 6:00 PM

Call the meeting to order at: 6:00 PM

Moment of Silence:

Pledge of Allegiance:

Public Comments:

"We will strive to uphold each citizen's First Amendment right to free speech. We will ensure a level of civility and decorum. We ask that all speakers be respectful and adhere to the three-minute time limit. Council is not expected to debate/discuss issues during public comment."

Approval of minutes - corrections, additions or deletions

1) Agenda Review Meeting February 3, 2025
2) Regular Meeting February 10, 2025
3) Special Call Meeting February 21, 2025

Council Updates

Consent Agenda

4) Approval of Resolution # R-25-03 to donate surplus property to the Town of Marshall.
5) Approval of Proclamation # P-25-01 in honor of Spring Litter Sweep which runs from April 12, through April 26, 2025.
6) Tax refunds/releases
7) Budget Amendment # 3 for FY 24/25 (Powell Bill)

Discussion Items

8) Presentation from STAND T.A.L.L

9) Brief overview of initial planning board discussions regarding potential amendments to the Town's Floodplain Damage Prevention Ordinance.

10) Update on plans for a farmers market in Fletcher - Mark Biberdorf, Town Manager

11) Discussion of lease agreement and approval of resolution for concession stand operations.

12) Update on Tropical Storm Helene recovery efforts - Mark Biberdorf, Town Manager

Town Manager Report

Department Reports

13) February Reports

Adjourn

Upcoming Events

Regular Meeting March 10, 2025, at 6:00 pm
Budget Retreat Meeting March 18, 2025, at 8:30 am
Agenda Review Meeting April 7, 2025, at 6:00 pm
Regular Meeting April 14, 2025, at 6:00 pm
Easter Egg Hunt Saturday, April 12, 2025
Spring Shred event Saturday, April 12, 2025, 9:00 to 12:00 pm

"This Institution is an equal opportunity provider."

Town of Fletcher
Town Council Agenda Review Meeting
Minutes
February 3, 2025

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:

Mayor Preston Blakely
Mayor Pro-Tem Trevor Lance
Councilmember Keith Reed
Councilmember Jim Player
Councilmember Amber McKinney
Town Manager Mark Biberdorf
Tax Collector Candy Broome

Moment of Silence:

Pledge of Allegiance:

Public Comments:

Keith Sashegyi of 172 Riverbirch Drive has requested that the town start up again collecting brush and leaves. He has said that the county is coming through his neighborhood and he feels that the county is not picking up everything as they should.

Discussion Followed:

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting 1-06-25

Regular Meeting 1-13-25

No comments were made at this time.

Council Updates

Councilmember Jim Player stated that the MPO met last month and there was a long discussion on road and bridge repairs that will be taking place over the next year. While some bridges may look good to go but, they are not, and only have temporary fixes. DOT will be coming through to make the repairs over the next year.

Discussion Followed:

Consent Agenda

Approval of Resolution R-25-02 in support of reopening Chimney Rock State Park as soon as possible.

No comments were made at this time.

Discussion Items

Kimberly Florence (Public affairs specialist with the Small Business Administration) stated that she just wanted to make everyone aware of the low interest loans that they can provide not only to small businesses but to homeowners and renters too. The application deadline for physical damage was extended just today to apply is March 8, 2025, and the application process for economic injury relief to June 30, 2025.

Presentation of mid-year tax collector's report and permission to advertise delinquent taxes per NCGS 105-369 - Candy Broome, Tax Collector.

Tax Collector Candy Broome gave an update on the mid-year tax collection and stated that we are at 97% collected as of January 31st. She also stated that the advertisement for delinquent taxes will be on March 19, 2025.

Mayor Blakely asked if council had any questions on this report.

No comments were made at this time by the council.

Discussion and review of applications to fill one vacancy and two expired terms on the planning board.

Mayor Blakely stated that we have applications for district 3 and district 2. George Clayton (3) and Lee Bowser (2) have asked to be reappointed to their seats on the planning board. My suggestion is that we put this on the Consent Agenda for next week to reappoint these two to the board.

The council agrees with this.

Mayor Blakely stated that we would have the applicants for the district 1 seat come up and introduce themselves and say a few words.

Candidates are as follows:
Mtich Brevard
Mike Franklin
Brandon Olsen
Patrick Nard

Mayor Blakely thanked all the applicants and said that council would make a decision next Monday.

Request to start brush collection services for storm related debris - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that since the storm we halted brush collection, and we did this so as not to interfere with the county collection services. It is coming along slowly, and we are getting a fair number of complaints from the public about the pace at which debris collection is occurring. What I am talking about is the vegetative collection, and the public has asked it if we could help with this. I had a conversation with the County Engineer, Marcus Jones, and with Jabbo, asking if we could collect the small debris that we would stage it near the green building and then the county could pick it up from there.

Public Works Director Jabbo Pressley stated that we would go ahead and get started and drive every street and document the piles that we can pick up and piles that we cannot pick up. We will take pictures and put an address with it and send the ones that we cannot pick up to the county. Bringing the debris here is going to save us a lot of time because, from our shop to the dump it is almost 15 miles, and then when you get there you, might sit there 30 or 40 minutes before you can dump it. It will be more productive for us and save us money as well (about 125.00 a week).

Discussion Followed:

The council is agreeable to move forward with this.

Update on efforts to start a farmers market in Fletcher-Mark Biberdorf, Town Manager.

Town Manager Mark Biberdorf stated that we held a listening session on January 27, and we had 30 people here from the public. I also want to acknowledge that we had Karen Blaedow from the Cooperative Extension Office to help facilitate the discussions along with David Smiley with the agricultural non-profit ASAP here as well. The top-rated day on when do this was Tuesday in the 3:00 to 6:00 pm range. We went over several locations and the top-rated locations were here at town hall in the south parking lot and in Bill Moore Community park in the back parking lot.

Discussion Followed:

Town Manager Report

We have two bid openings tomorrow. The first is at 2:00 tomorrow for the fencing on the ball fields, dog park & multi-use courts. We were required to get three sealed bids, and we did a pre-bid conference at the park, and we had 5 interested groups out there. The other bidding project (3:00 pm) is street paving/resurfacing, and we have several streets in Livingston Farms set up to be paved. McGill Associates will be there to certify the bid tabulation.

On fire inspections, I was contacted by the county Emergency Management Coordinator, Jimmie Brissie, about the growth occurring in the county and fire inspections. You have a copy of a report (will be attached to final minutes) that he shared with me, and they compared two different years and the growth of inspections in the years 2018 and 2023. As a result of that,

they are recommending or moving towards charging us for inspections based on two different methods. I have several questions about this as they are still trying to work things out. One is why aren't they charging a fee to businesses to do this as that is how it is typically done. (fee schedule) They stopped charging fees to do inspections back in 2015-2016, and they have not been doing that. I am hoping to get some dialog back on this and some more comparison on this.

Discussion Followed:

We had our auction recently to dispose of surplus property and brought in just over $26,000 in revenue. We had budgeted $20,000 so we did well on the auction. Due to the damage from the storm and small local governments that sustained damage to equipment, we have one surplus Dodge Durango that did not make it in time for the auction and the possibility of donating it to the Town of Marshall. (Chief suggestion) If you are interested in this, we could put this on the March agenda.

The council is agreeable to this.

I sent a list of our prior broker/developer contacts to Retail Strategies to try and identify retailers that may be interested in our town center project.

Department Reports

January Reports

Adjourn
Mayor Blakely asked for a motion to Adjourn.

Councilmember Keith Reed motioned to adjourn, and it was seconded by Councilmember Jim Player.

Motion all in favor.

Adjourned at: 7:05 pm

Upcoming Events

Father Daughter Dance February 8, 2025, 3:00 to 6:00 pm
Regular Meeting February 10, 2025, at 6:00 pm
Agenda Review Meeting March 3, 2025, at 6:00 pm
Regular Meeting March 10, 2025, at 6:00 pm
Spring Shred event Saturday April 12, 2025, 9:00 to 12:00 pm

Approved.

_____ _____
Date Signed

Town of Fletcher
Town Council Regular Meeting
Minutes
February 10, 2025

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:

Mayor Preston Blakely
Mayor Pro-Tem Trevor Lance
Councilmember Amber McKinney
Councilmember Jim Player
Councilmember Keith Reed
Town Manager Mark Biberdorf

Moment of Silence:

Mayor Blakely led the group in a moment of silence.

Pledge of Allegiance:

Mayor Blakely led the group in the Pledge of Allegiance.

Public Comments:

No comments were made at this time.

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting 1-06-25

Regular Meeting 1-13-25

Mayor Blakely asked council if they had any corrections additions or deletions to the minutes as presented and if not do I have a motion to approve the minutes.

Mayor Pro-Tem Trevor Lance motioned to approve the minutes, and it was seconded by Councilmember Jim Player.

Motion all in favor.

Council Updates

Mayor Blakely commented on the Father Daughter dance and what a great job Parks & Recreation did with this event.

Consent Agenda

Approval of Resolution R-25-02 in support of reopening Chimney Rock State Park as soon as possible.

Approval of mid-year tax collector's report and to advertise delinquent taxes per NCGS 105-369 on March 19, 2025

Approval of Lee Bowser (Dist 2) and George Clayton (Dist 3) to serve another 3 year term on the Planning Board.

Mayor Blakely asked for a motion to approve the consent agenda as presented.

Councilmember Keith Reed motioned to approve the consent agenda, and it was seconded by Councilmember Jim Player.

Motion all in favor.

Discussion Items

Approval of Lowest Responsible Bidder for Street Resurfacing Projects - Ben Cathey, McGill Associates
Town Manager Mark Biberdorf stated that we held our bid opening on Tuesday, and this is for North Sunbury, South Sunbury and Wild Meadow Road in Livingston Farms Development. We received 4 bids, and I had sent out to you a memo indicating each of the companies that bid and the bid amount. As you can see the lowest responsible bidder was Trace & Company at $235,242.55. After the bids were submitted, McGill & Associates certified the bid tabulation and the bid from Trace & Company was certified by Ben Cathey. Once you approve this, we would go to executing a contract with them and due to the weather right now putting asphalt down the temperature is still too low so the project would start in March.

Mayor Blakely asked for a motion to approve Trace & Company as the lowest responsible bidder for the town.

Councilmember Jim Player stated that he would make that motion, and it was seconded by Councilmember Trevor Lance.

Motion all in favor.

Selection of an individual to fill the vacant seat in district 1 on the Planning Board.

Mayor Blakely stated that we have four candidates for the vacant seat in District 1.

Mitch Brevard
Mike Franklin
Brandon Olsen
Patrick Nard

Whenever council is ready put your name on your ballot and select your preferred candidate.

Mayor Blakely read the votes, and they were 3 to 1 in favor of Mike Franklin.

Mike Franklin will be appointed to the Planning Board.

Update on efforts to start a farmers market in Fletcher - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf stated that there was not a lot more to report from last week. The consensus was to do this on a Tuesday from 3:00 - 6:00 pm. As far as locations go it was down to the southside parking lot at town hall or the back parking lot of Bill Moore Community Park. Due to the time of the day and the office being open I am recommending the back parking lot at Bill Moore Community Park. It would run May through October. The next steps would be for us to work on our guidelines, application packets and contact the people that were interested in being on the steering committee.

Mayor Pro-Tem Trevor Lance stated that he received a lot of phone calls from people who asked about having the market near town hall instead of the park.

Discussion Followed:

After some discussion the council would like to seriously consider the area near the green building for the Farmer's Market.

Town Manager Report

I was hoping to have on the agenda for this meeting a lowest responsible bidder our park repairs. It was at the formal bidding threshold, and we only received one bid so per the statue we must have 3 bids so we have to reject the one bid we received and rebid it and then if we only receive one bid then we can open it. It has been re-advertised (shorter period of time) with February 18th at 10:00 am will be the bid reopening. We do not meet again till March so I may recommend to you that we do a special call meeting (for approval) so that we can get these repairs started.

Last week I mentioned to you that the county is looking at charging a fee for fire inspections. Right now, they are not charging the town or the business owner to do fire inspections. I have since talked to the county manager about this and at this time they do not know what they are going to do. I just asked that they let us know if it is going to be a flat fee per business or based on square footage.

I mentioned to you last week about our recent surplus auction that we did really well and brought in over $26,000 and we had budgeted $20,000 for it. We have one vehicle left (2017 Dodge Durango) that did not make it in time to this auction and the police chief had recommended that we donate it to the Town of Marshall as they had significant loss from the storm. This has to be done by Resolution, and we will bring that back to you in March.

Our developer broker contact list we have sent that to Retail Strategies, and they are in the

process of contacting them.

Last week we discussed the town starting up brush collections again (storm debris only) public works has started this and they have collected at 79 sites. (30%) They will continue on, and they are staging it at the green building there and SDR is picking it up.

Department Reports

January Reports

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Keith Reed motioned to adjourn, and it was seconded by Councilmember Jim Player

Motion all in favor.

Adjourned at: 6:30 pm

Upcoming Events

Agenda Review Meeting March 3, 2025, at 6:00 pm
Regular Meeting March 10, 2025, at 6:00 pm
Budget Retreat Meeting March 18, 2025 at 8:30 am
Spring Shred event Saturday April 12, 2025, 9:00 to 12:00 pm

Approved.

_____ _____

Date Signed

Town of Fletcher
Town Council Special Call Meeting
Minutes
February 21, 2025

Call the meeting to order at: 10:00 am

Those who were in attendance are as follows:

Mayor Preston Blakely
Councilmember Jim Player
Councilmember Keith Reed
Town Manager Mark Biberdorf.
Ben Cathey of McGill Associates

Mayor Pro-Tem Trevor Lance did not attend this meeting.
Councilmember Amber McKinney did not attend this meeting.

Discussion Items

Discussion and approval of the lowest responsible bidder for the park repairs project - Mark Biberdorf, Town Manager

Town Manager Mark Biberdorf thanked the council for coming in at short notice. We opened the bids this past Tuesday at 10:00 am and this was the second bid process. We originally had this advertised to be opened on February 4th. However, because we did not get the minimum number of bids (3 were needed) and we only received one bid, we could not open the one bid we received. This was advertised for a re-bid and the bids were opened this past Tuesday. Thankfully, we received two good bids. As you can see, the lowest responsible bidder was Patton Construction Group, with a bid of $323,500 and the other bid was from Enterprises G. Inc. with a bid of $469,732. So obviously, Patton was the lowest bidder. I had Ben Cathey certify the bid tabulation, and it has been approved.

Discussion Followed:

Mayor Blakely asked for a motion to approve Patton Construction as the lowest responsible bidder.

Councilmember Jim Player motioned to approve Patton Construction, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Keith Reed motioned to adjourn, and it was seconded by Councilmember Jim

Player.

Motion all in favor.

Adjourned at: 10:07 am

Approved.

Date

Signed

R-25-03

A Resolution authorizing the donation of Surplus Property
To the Town of Marshall

WHEREAS, North Carolina General Statutes, Section 160A-280, provides that a city may donate to another governmental unit within the United States, a sister city or a non-profit organization any personal property, including supplies, materials and equipment that the governing board deems to be surplus.

WHEREAS, as a result the Town of Fletcher Police Department has surplus property that is considered to be obsolete and is no longer required for service. Said property is as follows:

2017 Dodge Durango VIN# 1C4SDJFT2HC791100

WHEREAS, the Town of Marshall sustained significant damage due to the effects of Tropical Storm Helene including damage to Town owned property.

WHEREAS, the Town of Marshall could greatly benefit from obtaining the above describe surplus Dodge Durango for their own use.

WHEREAS, the Fletcher Town Council desires to donate this equipment to the Town of Marshall to assist in their recovery efforts.

NOW THEREFORE, BE IT RESOLVED that the Fletcher Town Council declares said property as surplus and authorizes this property to be donated to the Town of Marshall.

Adopted and approved this the 10th day of March, 2025.

_____
Mayor Preston Blakely

ATTEST:

_____
Christine Thompson, MMC, NCCMC
Town Clerk

P-25-01

Town of Fletcher
Proclamation in Support of 2025 Spring Litter Sweep

WHEREAS, the North Carolina Department of Transportation annually organizes a spring litter cleanup to ensure that the great natural beauty of our state and our clean environment are a source of great pride for all North Carolinians; and

WHEREAS, the annual cleanup raises awareness of the need for cleaner roads among our citizens and children, attracts tourists and aids in the recruiting of new industry into our State; and

WHEREAS, the Spring Litter Sweep roadside cleanup will take place from April 12 - April 26, 2025 and the Town of Fletcher encourages civic and professional groups, churches, schools, families, business and individual citizens to participate by organizing cleanups in their neighborhoods; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering and encourage recycling of solid waste; and

NOW THEREFORE, BE IT RESOLVED, the Mayor and Town Council of the Town of Fletcher, North Carolina hereby proclaim a "Spring Litter Sweep" from April 12 - April 26, 2025 in the Town of Fletcher and encourage all citizens to participate in making our roadsides clean and beautiful.

Adopted this the 10th day of March 2025

_____
Mayor Preston Blakely

ATTEST

_____
Christine Thompson MMC, NCCMC
Town Clerk

March 2025 Releases /Refunds

Release Year	Release #	Name	Reason	Amount	Real Value	Personal Value	Parcel/ Roll #
2024	**9**	PAMELA KNAUS	SOLD BILLED UNDER P-0003116265	$33.27		10,802	P-0000500689
	10	ALTON NETTLES	MH MOVED OUT OF FLETCHER	$38.74		12,580	P-0000188629
2020	1	THE EVERYTHING MAN LLC	BUSINESS CLOSED	$162.81		49,803	P-0003088438
2019	**1**	BLU HILLS CABINETRY	OUT OF BUSINESS	$612.61		134,640	P-0003097842
	2	MINUTEMAN ENTERPRISES LLC	OUT OF BUSINESS	$516.37		138,067	P-0002775067
2018	1	CARL MICHAEL ALLEN	BOAT SOLD NOT IN FLETCHER	$13.33		3,566	P-0003091568
2017	**1**	MARILYN MANNING	MH SOLD NOT IN FLETCHER	$111.83		29,900	P-0002893126

Total to be released/refunded for March $1,488.96

Town Council Meeting: 3/10/2025

BUDGET AMENDMENT 3
Original Ordinance # 0-24-06
Amended March 10, 2025
0-25-02
REQUEST FOR BOARD ACTION
TOWN OF FLETCHER

MEETING DATE: March 10, 2025

SUBJECT: Budget Amendment 3

ATTACHMENTS: YES

SUMMARY OF REQUEST:

The Town has decided as part of its resurfacing program to resurface South Sunberry Trail, North Sunberry Trail, and Wild Meadow Road this fiscal year. The Town also needed to replace the guardrail along Old Cane Creek Road. The Town will need to appropriate additional Powell Bill funds to be keep these projects within budget.

The attached budget amendment will increase the Powell Bill Maintenance & Repair line item by $55,000 to account for the resurfacing project for Town maintained streets along with associated engineering costs and other road expenditures.

TOWN MANAGER'S RECOMMENDATION:

It would be appropriate for the Board to approve the attached budget amendment to keep the Powell Bill Maintenance & Repair line item within budgetary requirements.

BUDGET AMENDMENT # 3
FY 24/25 BUDGET ORDINANCE
Effective March 10, 2025

	Account #	Debit	Credit
General Fund			
Revenues			
Fund Balance Appropriated	10-3990-0000		55,000,00
Expenditures			
Powell Bill Maintenance & Repair	10-5700-7600	55,000.00	

_____
Mayor Preston Blakely

ATTEST:

_____
Christine Thompson, MMC NCCMC
Town Clerk

MEMORANDUM

TO:

FROM:

COPY TO:

DATE:

SUBJECT: Presentation from STAND T.A.L.L

Background:

Recommendation:

Attachments:
None

MEMORANDUM

TO:

FROM: Eric Rufa, Planning & Zon Dir

COPY TO:

DATE:

SUBJECT: Brief overview of initial planning board discussions regarding potential amendments to the Town's Floodplain Damage Prevention Ordinance.

Background:

Recommendation:

Attachments:
None

MEMORANDUM

TO:

FROM:

COPY TO:

DATE:

SUBJECT: Update on plans for a farmers market in Fletcher - Mark Biberdorf, Town Manager

Background:

Recommendation:

Attachments:

1. Memo to Council. Update on Plans for Farmers Market

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager MEB

COPY TO: Heather Taylor, Assistant Town Manager
Josh Queen, Parks & Recreation Director

DATE: February 24, 2025

SUBJECT: Update on Plans for a Farmers Market in Fletcher

At the February Council meeting I provided an update on plans to establish a farmers market in Fletcher. Based on the feedback that had been received from a prior listening session and survey, it was determined that Tuesdays from 3:00 to 6:00 p.m. would be the best time for a market. It was also determined that the top two locations to consider was the area near the parks and recreation maintenance building and the parking lot of Bill Moore Community Park. Council asked for additional review of these two locations and to report back with a recommendation.

After reviewing the two potential sites under consideration here, I wanted to provide the following thoughts in terms of logistics and costs:

- **Open Area Near Parks & Recreation Maintenance Building** – This location could be used with little to no additional cost. It is a fairly visible site that should be convenient for the public to access. The challenge will be with restricting access to through traffic. This is attainable though by coning off the area on the Howard Gap Road side and closing the gate on the Town Hall side.

- **Rear Parking of Bill Moore Community Park** – Access is easy for this location but congestion is the biggest concern considering the number of overall visitors that we have at the park. This is particularly true during spring and early summer. Cost is also a consideration as this would likely require regular use of our auxiliary parking area. Improvements necessary for the auxiliary parking area are estimated at $18,000.

In light of the above described factors for the two potential sites, staff is recommending that we start our farmers market in the open area next the Parks & Recreation maintenance building. This location could be changed or adjusted in future years based on activity and the success of the farmers market.

If Council should have any questions on this item prior to the Agenda Review meeting, please let me know.

MEB/meb

MEMORANDUM

TO: Mayor & Council

FROM: Mark Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager
Josh Queen, Parks & Recreation Director

DATE: 2/25/2025

SUBJECT: Discussion of lease agreement and approval of resolution for concession stand operations.

Background:
The Town has been leasing the concession stand to Baabal's Ice Cream for the past several years. This arrangement has worked well in order to have the concessions in operation during the park's busiest time of the year. The attached lease would allow Baabal's to operate concessions from April 15 through August 15 of this year. A resolution is also attached which authorizes the Town to lease the facility.

Recommendation:
It is recommended that Council approve the attached lease and resolution.

Attachments:
1. Concession Lease Agreement. 2025
2. Resolution authorizing lease of concessions to Baabals Ice Cream

STATE OF NORTH CAROLINA

CONCESSION LEASE AGREEMENT

COUNTY OF HENDERSON

THIS CONSESSION LEASE AGREEMENT, made and entered into this, the _____ day of _____, 2025, by and between THE TOWN OF FLETCHER, 300 Old Cane Creek Road, Fletcher, NC 28732, as Lessor (hereinafter referred to as "the Town"), and BAABALS ICE CREAM & COFFEE SHOPPE INC., 25 Fletcher Commercial Drive, Fletcher, NC 28732, as Lessee (hereinafter referred to as "Lessee");

W I T N E S S E T H :

WHEREAS, the Town is the owner of certain Town facilities known as *The Bill Moore Community* Park (hereinafter "Park") and desires to lease the concession building within the Park to the Lessee. Lessee, in turn, desires to lease the concession building from the Town in accordance with the terms and conditions set forth in this Concession Lease Agreement, ("Lease Agreement"); and

WHEREAS, the Town and Lessee agree that it is mutually advantageous to set forth each party's respective obligations and agreements in their entirety in writing in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEMISE OF PREMISES:** The Town agrees to lease to Lessee and Lessee does lease from the Town the Concession Building within the Park located in the Town of Fletcher, North Carolina, (the "Leased Premises"). In addition to the Building, the Town shall allow the Lessee to use the Concession Stand equipment listed in Exhibit A attached hereto and incorporated herein. Lessee agrees to maintain all said equipment in its current condition and return same to the Town in the same or better condition as first leased.

2. **CONDITIONS:** Lessee agrees to lease the Leased Premises subject to the following conditions:

a. The Lessee acknowledges that the Lessee has inspected the Leased Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "AS IS" condition. The Town or any representative of the Town has not made any warranties or representations upon which the Lessee relies with respect to the physical condition of the Leased Premises.

b. The Lessee accepts the Leased Premises subject to such conditions, restrictions, and limitations, if any, that presently appear of record in regard to the Leased Premises.

c. The Lessee accepts the Leased Premises subject to any applicable health, life, safety, fire, or zoning ordinances, codes, or regulations of the Town of Fletcher, State of North Carolina, or any other governmental body now existing or which may exist by reason of any legal authority during the term of this Lease Agreement.

d. Lessee accepts the Leased Premises subject to the proper performance by the Town of all of the terms and conditions contained in this Agreement.

3. TERM: The term if this Lease Agreement commences on the 15th day of April, 2025 and terminates on the 15th day of August, 2025, unless terminated sooner under the provisions of this Lease Agreement.

4, DEPOSIT: Lessee is required to deposit $_____, before any use of the Leased Premises, however, the Town may determine that the Lessee is not required to deposit any sum for the use of the Leased Premises.

5. USE OF PREMISES: Lessee is permitted to use the Leased Premises during the term of this Lease Agreement for the sale of typical concession stand food, items and drinks to the general public.

6. FEE SCHEDULE: Lessee is responsible for paying rental fees to the Town in the amount of Four Hundred Fifty ($450.00) Dollars per month for the rental of the Leased Premises.

7. REPAIR AND MAINTENANCE: The Town and Lessee agree that the Town will be responsible for any and all repair and maintenance of the Park including the Leased Premises.

8. INDEMINIFICATION: Lessee agrees to indemnify and hold harmless the Town from and against all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone arising out of the Lessee's use and occupancy of the Leased Premises. Lessee will, at Lessee's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Lessee or in which the Town may be impleaded with others upon any such above-mentioned matters or claims. This indemnification in no way limits the Lessee's obligation to maintain a blanket or other general liability insurance policy for the benefit of the Town. This indemnity and hold harmless provision will include indemnity against all costs, expenses, and liabilities incurred in or

in connection with any such claims or proceedings brought thereon and the defense thereof.

9. LIABILITY INSURANCE: Lessee will, at the Lessee's sole cost and expense, provide and maintain during the term of this Lease Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Leased Premises by the Lessee, said policy will have limits of no less than One Million Dollars ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) in aggregate.

10. PROPERTY DAMAGE INSURANCE: Lessee will, at the Lessee's sole cost and expense, provide and maintain property insurance during the term of this Lease Agreement in an amount sufficient to cover all items of property owned, maintained, or controlled by the Lessee on or within the Leased Premises.

11. REQUIREMENTS FOR INSURANCE: Insurance policies or riders required by this Lease Agreement will be (i) taken out by the Lessee thirty (30) days before the Lessee's use and occupancy of the Leased remises, or at the latest, the Lessee must have a Certificate of Insurance at the time of the Lessee's use and occupancy of the Leased Premises; (ii) maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of North Carolina; (iii) will contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to the Lessee as an insured party and to the Town as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (if) will name the Lessee as an insured party and the Town a an additional insured; (v) will be in accordance with specifications approved by the insurance advisor for the Town; and (vi) will be evidenced by a Certificate of Insurance listing the Town as an additional insured, which will be filed with the Town.

12. INTOXICATING BEVERAGES: Intoxicating beverages will not be served on or about the Leased Premises.

13. ASSIGNMENT AND SUBLETTING: Lessee may not assign or sublet, or permit this Lease Agreement, in whole or in part, from being assigned or sublet without the Town's written consent. Any attempt to assign this Lease Agreement without such consent will result in this Lease Agreement being null and void. This Lease Agreement may be assigned by the Town at any time. In the event the Town assigns this Lease Agreement, the Town will provide notice of such assignment to the Lessee.

14. DEFAULT: If the Lessee will, at any time, default in the observance of any of the terms, covenants, and conditions of this Lease Agreement, including any exhibits thereto, the Town will immediately notify the Lessee of the Lessee's failure to observe said terms, covenants, and conditions. Upon such notice being given by the Town, this Lease Agreement will wholly cease and terminate and the Lessee will have no rights or interests whatsoever to further use or occupy the Leased Premises. In the

event of any default by the Lessee under the terms of this Lease Agreement, the rent payments required under this Lease Agreement will be due and paid up to the time of the Town's recovery of possession and re-entry upon the Leased Premises.

15. TERMINATION FOR CONVENIENCE: The Town may terminate this Lease Agreement at any time and for any reason upon thirty (30) days prior written notice to the Lessee.

16. SUCCESSORS AND ASSIGNS: This Lease Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto in accordance with the terms and conditions of this Lease Agreement and any statutes, regulations, ordinances, Town code provisions, or applicable Town charter provisions.

17. WRITTEN NOTICE: Written notice to be provided by or between the Town and the Lessee in accordance with this Lease Agreement will be either hand delivered or mailed by certified or registered mail to the following addresses:

If to the Town: Parks and Recreation Department Director
Town of Fletcher
300 Old Cane Creek Road
Fletcher, North Carolina 28732

If to the Lessee: Roy B. Dickerson, III, President/Registered Agent
Baabals Ice Cream & Coffee Shoppe Inc.
25 Fletcher Commercial Drive
Fletcher, NC 28732

18. WAIVER OF DEFAULT: Any waiver by the Town of a default under the provisions of this Lease Agreement by the Lessee will not operate or be construed as a waiver of a subsequent default by the Lessee. No waiver will be valid unless in writing and signed by the Mayor or Town Manager.

19. SEVERABILITY: In the event that a court of competent jurisdiction holds that any term or provision of this Lease Agreement is unenforceable or otherwise invalid, the invalidity does not affect other terms, provisions, or applications of this Lease Agreement that can be given effect without the invalid terms or provisions, and to this end the terms and provisions of this Lease Agreement are severable.

20. ENTIRE AGREEMENT: This Lease Agreement contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Lease Agreement will have any force and effect. This Lease Agreement will not be modified in any way except in writing, signed by both parties.

21. GOVERNING LAW: This Lease Agreement will be governed exclusively by the provisions contained in this Lease Agreement and by the laws of the State of North Carolina.

22. FORCE MAJEURE: The Town will not be liable to the Lessee during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to the following: Act of God (e.g. flood, earthquake, wind), fog out, electrical problems, fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity such as for a pandemic. If such a circumstance occurs, the Town will undertake reasonable action to notify Lessee of the same.

23. RULES OF CONSTRUCTION: The parties acknowledge that they have had the opportunity to review this Lease Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this instrument will be operative against any party to this Lease Agreement.

IN TESTIMONY WHEREOF, the Town and Lessee have executed this Lease under seal effective the day and year first above written.

LESSOR:

TOWN OF FLETCHER

By: _____(SEAL)
Name: MARK BIBERDORF
Title: Town Manager

ATTEST:

_____
Name: _____
Title: _____

LESSEE:

BAABALS ICE CREAM & COFFEE SHOPPE INC.

By: _____(SEAL)
Name: ROY B. DICKERSON, III
Title: President/Registered Agent

ATTEST:

_____

Name: _____
Title: _____

EXHIBIT A

1. DRINK COOLER – SUMMIT APPLIANCE
2. MICROWAVE – WHIRLPOOL
3. COFFEE MAKER – VEVOR MODEL
4. REFRIGERATOR-FREEZER - VISSANI
5. ICE MAKER – VELIVI BRAND
6. HOT DOG ROLLER INDOOR GRILL – OLDE MIDWAY
7. COUNTERTOP POPCORN MACHINE – PARAGON BRAND
8. TOWER FAN - DREO
9. SNOW CONE MACHINE- VEVOR MODEL
10. FIRST AID KIT - PLUMBFLEX
11. FIRE EXTINGUISHER – KIDDE BRAND

R-25-04

Resolution Authorizing the Lease of the Concessions Building at Bill Moore Community Park to Baabals Ice Cream

WHEREAS, The Town of Fletcher is authorized pursuant to G.S. 160A-272 to lease property for such terms and upon such conditions as the Fletcher Town Council may determine; and

WHEREAS, property may be leased by the Town of Fletcher only pursuant to a resolution of the Fletcher Town Council authorizing the execution of the lease adopted at a regular meeting of the Fletcher Town Council; and

WHEREAS, such property will be leased for a period of 4 months at a rate of $450 per month beginning on April 15, 2025 and ending on August 15, 2025.

NOW THEREFORE BE IT RESOLVED, by the Fletcher Town Council of The Town of Fletcher, North Carolina as follows:

That the Fletcher Town Council hereby authorizes the Town Manager to execute a lease agreement with Roy Dickerson of Baabals Ice Cream to lease the Concessions Building in Bill Moore Community Park for a period of 4 months starting on April 15, 2025.

Approved this the 10th day of March, 2025

_____

Mayor Preston Blakely

ATTEST:

_____

Christine Thompson, MMC, NCCMC
Town Clerk

MEMORANDUM

TO: Mayor & Council

FROM: Mark Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager
Jabbo Pressley, Public Works Director
Josh Queen, Parks & Recreation Director

DATE: 2/27/2025

SUBJECT: Update on Tropical Storm Helene recovery efforts - Mark Biberdorf, Town Manager

Background:
This is a staff report on recovery efforts related to Tropical Storm Helene.

Recommendation:
This is for information purposes only.

Attachments:
1. Memo to Council. Update on storm recovery efforts

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager MEB

COPY TO: Heather Taylor, Assistant Town Manager
Jabbo Pressley, Public Works Director
Josh Queen, Parks & Recreation Director

DATE: February 27, 2025

SUBJECT: Update on Tropical Storm Helene Recovery Efforts

I wanted to provide a brief update on storm recovery efforts in Fletcher. In terms of damage to Town facilities, Bill Moore Community Park remains the primary focus as this is where most damage occurred to Town property. Staff has been working with FEMA to properly set up all eligible project components for reimbursement at this site. FEMA has also started their inspection process to view the damaged facilities in the field to ensure proper documentation on their end.

Status of Repair Work at the Park

The Town recently bid out a large portion of the repair work at the park. This included repairs to the baseball ballfields, multi-use courts, and the dog park. Patton Construction was selected as the lowest responsible bidder at a special called meeting that was held on February 21. Their bid came in at $323,500. We are presently working on getting a contract executed with them and a timeline put together for the start of work.

Town staff is also working with our engineering firm to develop cost estimates and bid specification documents for the remaining repair projects. This would include repairs to the bridge, the streambank near two areas of the greenway trail, and the electrical panels located at various locations in the park. We are planning to have this bid out later this spring.

Assistance with Debris Removal

Henderson County is continuing to provide debris removal services on a county-wide basis. This service is also available to Town of Fletcher businesses and residents. The County however is dealing with an enormous of amount of debris that is estimated at 1.5 million cubic yards. They are approximately 30% complete in the collection and removal process. This understandably will still take well over a year to complete.

In an effort to be responsive to citizen requests for debris removal, the Town resumed brush collection services earlier this month. Public Works is currently depositing brush piles next to their facility and the County's contractor is hauling it away. This process has worked well. To date, Public Works has collected 271 brush piles or approximately

2,200 cubic yards of vegetative debris. Stumps and large logs have not been collected as we do not have the equipment to handle this. However, the vast majority of storm related vegetative debris has been collected in Town. Public Works is expecting to complete this work by of the end of the first week of March.

FEMA Reimbursement

The Town has received its first reimbursement in the amount of $36,057 for completed work at the park. This project included the trail repair (inside the park) and the mulch for the playground. Other reimbursements will follow as we complete and submit this to FEMA.

If Council should have questions on this report prior to the Agenda Review meeting, please let me know.

MEB/meb

Administration Monthly Report
Heather Taylor, Assistant Town Manager
February 2025

Assistant Town Manager:

- **Hurricane Helene/FEMA Park Recovery:**
    - Received our first reimbursement from FEMA/NCEM for the completed work done at the park to include playground mulch, and trail repair. This request was submitted in December 2024.
    - Coordinated and participated in two site visits with FEMA and NC Emergency Management to review the streambank issues along Cane Creek close to Mills Gap Road as well as all the remaining projects to be fixed in Bill Moore Community Park on February 17 and 26.
    - Received the electrical assistance bid package from McGill in late February to repair all the electrical at Bill Moore Community Park. This project will be bid out in early March.
    - Council awarded the fencing/multi-court repair contract to Patton Construction on February 21, and the contract will be executed in early March.
    - Assisted with the purchasing of equipment to replace what was lost in the concession stand.
- **Website/Facebook:**
    - Continuing to work on updating the Town's website with current Town information as well as trying to post to the Town's Facebook account a couple times a week.

Finance:

- **Taxes for 2024-** we have collected approximately 98.4% of taxes levied for 2024 as of February 26, 2025. Candy presented her mid-year tax collection report at the February agenda meeting.
- **Business Registration Revenue-** Susan continues to work on collecting outstanding business registrations.
- **Budgets for 25/26-** I have been reviewing the information that the department heads have submitted to start the process for the preparation of the Town's FY 25/26 budget. A budget folder will be prepared for everyone prior to the March budget workshop

Human Resource:

- **Employment-**
    - Police Officer- Abigail Grieve started with the Town as a police officer on February 17.
    - Part-Time/Seasonal: Posted and advertised the following seasonal positions:
        - P/T Summer Day Camp Counselors
- **Wellness-**
    - Employee Gym- Over 43 hours were spent in the employee wellness gym as of 2/27.
    - Blood Pressure Checks- Next screening for employees will be Wednesday, March 5.

Public Works Department
Monthly Report
February 2025

Brush Pick Up

At this time, Public Works has resumed brush collection. Public Works is currently hauling the brush to our facility where contractors for FEMA are collecting it. As of 2/26/25, we have collected 271 brush piles. This has produced 91 loads of brush on our brush trucks. This calculates to 2,184 Cyds of brush.

Vehicles

We are still performing maintenance on Town vehicles. Our new brush truck has arrived. It has been lettered and titled. It is currently being used daily.

Sanitation

Garbage collection has returned to normal at this time.

Bill Moore Community Park

Public Works has removed the rest of the remaining damaged fencing at the ball fields and multi-purpose courts.

Public Works will begin to prepare access to the outer greenway trail through the Copart property the first of March.

Facilities

The lighting update at Town Hall is now complete.

Public Works repaired a water leak for the Parks &Rec that supplies their office.

The ventilation system for the evidence room is up and running again.

Parks and Recreation Department
Monthly Report
February 2025

Programs

Winter Yoga Class

Our 8-week Winter Yoga Class is nearing completion. Registration for the Spring Yoga session will open on March 20th.

Father/Daughter Dance

The Father/Daughter Dance was a tremendous success! We had a sold-out event with nearly 180 attendees. The event took place on Saturday, February 8th, from 3:00 to 5:00 p.m. at the Prescott Event Center (37 Maxwell Dr., Hendersonville, NC). This cherished annual tradition provided fathers (or father figures) and daughters with a memorable evening of music, dancing, and refreshments.

Summer Day Camp

Registration opened Feb 24th for Town of Fletcher Employees

Bill Moore Community Park

Our maintenance crew has been diligently working through the winter task list. The following projects were completed in February:

- **Completed:**
  - Removal of blue sculptures in garden area
  - Pruning of Ginkgos, Japanese Maples, smaller Red Maples, Kousa Dogwoods, and Cherries trees
  - Clearing of backstops on all fields
  - Installation of Disc Golf Hole #1
  - Cleaning of the event storage area
  - Fertilization of fields 1-4
  - Resurfacing of the trail
  - Adding material to bench areas
  - Clearing the pad on field 5
  - Servicing of Gator and installation of new tires
  - Scraping and blowing the edge of the driveway in the Park
  - Completion of computer/online training courses

- Picking up the last Ranger vehicle
- Drainage improvements at Southchase
- Servicing of the field rake and tractor
- Ordering of a hydroseeder and necessary materials
- Pruning of front bed cherries trees
- Locating all electrical meters
- Fixing the downstairs door in the maintenance building
- Installation of the first phase of new trash cans in the Park
- Ordering of concession stand appliances

Ballfield Repairs

Turfplaner of Carolina is scheduled to begin ballfield repairs on February 27th. Cold weather has caused delays, but the project remains a priority.

Fence/Multi-Court Repairs

Patton Construction has been awarded the bid for fence and multi-court repairs. Work is expected to begin in the coming weeks.

Concession Repairs

The concession stand has been professionally cleaned, and we are now waiting for the cabinets and doors to be installed.

Employment

New Hire

We are excited to welcome **Edward Weber** to the department as our new **Part-Time Maintenance Worker** starting on **March 4th**.

Monthly Update— February, 2025
Planning & Zoning

Planning Board/ZBA – The Board met on Feb. 18. At that meeting, the Board (along with Chris Brown of McGill Assoc.) held a first discussion regarding possible amendments to the Town's floodplain development regulations. Staff will give a broad overview of the current discussions on March 3 at the agenda meeting. Generally speaking, the Board may end up recommending higher elevation requirements (possibly just for residential development), and possible prohibition of certain uses in a floodplain. There was additional discussion about limiting fill and the board is also interested in learning more about standards for "No adverse impact". Once Planning Board makes recommendations (possibly in April), staff will discuss more with Council and have McGill on hand to aid in discussion.

- Continued day to day issuance of permits, fielded inquiries about potential new developments, and responded to miscellaneous complaints (various complaints involving zoning, solid waste, and/or junked vehicles.

- Continued work on implementation of various minimum measures related to the Town's MS4 Stormwater Permit. Continued discussions and work with Mary Roderick from LOS and Chris Brown from McGill on various aspects of the program. Submitted the 2024 annual self assessment to the State.

- Have been continuing work with owners of properties affected by Helene. Met with reps from FEMA on 2/25 who were checking in on our "substantial damage" process. There are a few properties that we are having difficulty in notifying of the SD requirements.

- Have been working with Nicole Samu from LOS on updates to the Town's zoning map.