

**YANCEYVILLE TOWN COUNCIL
MEETING MINUTES
Tuesday, June 8th, 2021
7:00 PM**

The meeting of the Town Council was held remotely in the Yanceyville Museum of Art at the Yanceyville Municipal Services Building and due to COVID-19 the meeting was also conducted electronically through WebEx on Tuesday, June 8th, 2021, at 7:00 PM.

Council Members present in person: Mayor- Alvin Foster, and Brian Massey

Council Members present electronically: Mayor Pro Tem- Odessa Gwynn, Keith Tatum, and Margie Badgett-Lampkin

Staff present in person: Kamara Barnett, Interim Town Manager/Clerk, Lee Farmer, Town Attorney and Ryan Strader, Finance Officer

Staff present in electronically: Bradley Davis, Planning Service

Item 1: Call to Order

Mayor Alvin Foster called the Town Council Meeting to order at 7:00 PM. The meeting opened with a prayer. He asked all to stand for the pledge of allegiance. Mayor Foster also stated that the Yanceyville Town Council rules and procedures reflect the revisions of the North Carolina open meeting law of the North Carolina General Statutes, a copy of the Yanceyville Town Council rules and procedures are available upon request. Yanceyville Town Council also has rules and procedures for electronic meetings that reflect the revisions of the North Carolina open meeting law of the North Carolina General Statutes, a copy of the Yanceyville Town Council rules and procedures are available upon request.

Item 2: Review and Adoption of Agenda – Mayor & Council

Mayor Foster asked Town Council to review the Agenda. After a short review, Mayor Pro Tem Gwynn made a motion to adopt the Agenda. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 3: Consent Agenda

- a.) Minutes from May 11th, 2021, Town Council Meeting
- b.) Minutes from May 14th, 2021, Town Council Meeting

Mayor Foster He asked Town Council to review the Consent Agenda. After a short review, Mayor Pro Tem Gwynn made a motion to adopt the Consent Agenda as presented. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 4: Public Comments

None

Item 5: Inframark Update- Greg Ryland

Mayor Foster introduced Mr. Greg Ryland, Inframark. Mr. Ryland updated Town Council on,

Yanceyville Water Treatment Plant:

No excursions occurred for the month of May 2021.

Water flushing occurred for 16 hours this month (May 2021).

Chemicals have been optimized to increase filter run time. Getting over 30 hours per filter. In the Winter Months run time was 10 hours.

Yanceyville Wastewater Treatment Plant

The plant continues to suffer from residual amounts of the untreatable chemical that was released into system.

Having to pump out the Chlorine Contact Chamber more frequent to remove sludge that is flowing into the chlorine contact chamber. Also, pumping out the decant basin to remove solids that are accumulating. Communication with the manufacturer, Aqua Aerobics, has suggested reasons for the solids carryover into the decant basin and chlorine contact chamber.

Fecal exceedances occurred in May. The above-mentioned communication with the SBR manufacturer, Aqua Aerobics, has provided suggested reasons for the solids carryover into the decant basin and chlorine contact chamber.

Influent pump got clogged up with Rags causing pump to stop pumping. To keep wet well from overflowing we rented a portable pump from Sunbelt rentals. Requesting site visit from bar screen vendors to suggest a finer bar screen to reduce the rags carry through to the influent pump station.

BOD and TSS numbers are back to normal from the chemical dump. Sampling periodically and monitoring visually and smell to evidence of illicit discharge of chemicals to the collection system and Wastewater Treatment Facility.

Item 6: Audit Report for Fiscal Year 2020-2021- Rebekah Loy, Cobb Ezekiel Loy & Company P.A.

Mayor Foster introduced Rebekah Loy, Cobb Ezekiel Loy & Company P.A to Town Council to review and discuss the Town's 2020-2021 audit financial reports. Mrs. Loy thanked Town Council for allowing her to present information to them. Mrs. Loy stated that she would like to provide Town Council a summary of the report, and then answer any questions that Town Council may have. After giving a summary, Mrs. Loy informed Town Council that the Town received an un-modified opinion, which is the best and cleanest opinion that can be received. She noted that there was nothing found in the audit that indicated that any other information presented was not true. The procedures, policies, and the way that data is collected support the information that you are getting in your financial statements. Mrs. Loy stated that there are a lot of numbers and combination of numbers and you as a Town Council want to have confidence that the numbers are correct, and that is what the audit is designed to do. Mrs. Loy asked Town Council to turn to page eleven the Government Wide Financial Analysis Report. She explained that the Town's net position increased but \$1,854,383. However, the largest portion reflects the

Town's net investment in capital assets (e.g., land, buildings, machinery, and equipment. An additional portion of the Town of Yanceyville's net position, \$548,892, represents resources that are subject to external restrictions may be used. The remaining balance of \$3,770,746 is unrestricted. Several assets of the Town's financial operations positively influence the total unrestricted governmental net position. Continued diligence in the collections of property tax by maintaining a tax collection percentage of 98.38%. Governmental activities increased the Town's net position by \$249,98, after the restatement of (\$37,429). Business type activities increased the Town's net position by \$1,604,398 after the restatement (\$116,478). The Town of Yanceyville operates enterprise fund, the Water and Sewer Fund that constitutes all the business- type activities.

Mrs. Loy also indicated that a single audit was performed on the Community Development Block Grant received from NC Department of Environmental Quality. She added that the CDBG Funding is audited at a higher level. There are a lot of controls in place, and you must make sure all the controls are in place and utilized properly.

Finally, Mrs. Loy added that no fraud was discovered, and the auditors had no problems or disagreements with Town Management while performing the audit, but there is a concern of segregation of duties. Which is an issue within smaller municipalities. Lack of segregation of duties places the Town at a higher risk. If an individual wanted to manipulate figures it is easier to do so. Mrs. Loy suggested putting additional controls in place if possible and if the cost is beneficial to the Town.

Ms. Loy thanked Town Council for allowing her company to be the auditors for the Town. Mrs. Loy thanked Town Council and Town Staff for their assistance during the audit. Mayor Foster thanked Mrs. Loy for her work.

Item 7: Review and Consider Written Consistency Statement Chapter 160 D State Planning and Development Regulation Statutes- Bradley Davis

Mayor Foster introduced Mr. Bradley Davis. Mr. Davis updated the Town Council on the amendments to the Town of Yanceyville Zoning Ordinance for compliance with North Carolina General Statutes 160D Planning and Development Regulation Legislation. Mr. Davis explained that the State wanted uniformity across the State regarding Planning and Zoning regulations.

Proposed Ordinance Amendment: Various Zoning Ordinance amendments for compliance with North Carolina General Statutes 160D Planning and Development Regulation Legislation.

The Yanceyville Town Council considered this text amendment on the 8th day of June 2021 and hereby adopts the following motion:

Town of Yanceyville Council Members concludes that the proposed Zoning Ordinance amendments, terminology, procedures are reasonable and in the best public interest because the Yanceyville Zoning Ordinance is now complaint with the NCGS 160 D Planning and Development Regulation Legislation.

Additionally, the Town of Yanceyville Zoning Ordinance that was recently updated and approved (May 7th, 2019) includes Town Staff and Planning Board recommendations/ amendments that supports the Caswell County Comprehensive Land Use Plan (2014), in lieu of a comprehensive land use plan for the Town of Yanceyville and the proposed amendment advances the public health, safety, and welfare of the Town of Yanceyville.

Mayor Foster asked Town Council for a motion. Mayor Pro Tem Gwynn made a motion to adopt the Written Consistency Statement Chapter 160 D State Planning and Development Regulation Statutes. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 8: Public Hearing/ Presentation to Consider Recommended Budget FY 2021-2022 Budget Ordinance

Mayor Foster asked Town Council for a motion to convene to Public Hearing for Fiscal Year 2021-2022 Budget Ordinance. Councilman Massey made a motion to go into Public Hearing. The motion was seconded by Mayor Pro Tem Gwynn and passed with a unanimous vote.

Mayor Foster asked for questions, concerns, or comments?

After no discussion, Mayor Foster asked Town Council for a motion to go out of Public Hearing for Fiscal Year 2021-2022 Budget. Mayor Pro Tem Gwynn made a motion to go out of Public Hearing. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster asked Town Council for a motion to convene to Regular Session. Mayor Pro Tem Gwynn made a motion to convene to Regular Session. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 9: Consideration of Budget Ordinance for Fiscal Year 2021- 2022

Mayor Foster asked Town Council for a motion to adopt the Budget Ordinance for Fiscal Year 2021-2022. Councilman Massey made a motion to adopt the Budget Ordinance for Fiscal Year 2021- 2022. The motion was seconded by Mayor Pro Tem Gwynn and passed with unanimous vote.

Mayor Foster asked for a motion to set the tax rate at .33 cent per \$100, which is the current tax rate. Mayor Pro Tem Gwynn made a motion to set the tax rate at .33 cent per \$100. The motion was seconded by Councilman Massey passed with a unanimous vote.

Item 10: Public Hearing: INTENT TO APPLY FOR Community Development Block Grant (CDBG) FUNDS

Town Manager Barnett explained that the Town is considering applying for funding related to the Community Development Block Grant Infrastructure Program. She noted that there are specific Infrastructure needs within the Water and Wastewater Systems that will be addressed in the application submitted to the Division of Water Infrastructure in the N.C. Department of Environmental Quality by September 30th, 2021, that will benefit Town residents. Town

Manager Barnett added that NCDEQ is anticipating approximately \$25.5 million to be available for funding in the Fall 2021 funding cycle.

Mayor Foster asked Town Council for a motion to convene to Public Hearing for Intent to apply for Community Development Block Funds. Mayor Pro Tem Gwynn made a motion to go into Public Hearing. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster asked for questions, concerns, or comments?

After no discussion, Mayor Foster asked Town Council for a motion to go out of Public Hearing for Intent to apply for Community Development Block Funds. Mayor Pro Tem Gwynn made a motion to go out of Public Hearing. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster asked Town Council for a motion to convene to Regular Session. Mayor Pro Tem Gwynn made a motion to convene to Regular Session. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 11: Review and Consideration Resolution for Receiving Federal Funds Under the American Rescue Plan Act (ARPA)

Town Manager Barnett presented the Resolution for Receiving Federal Funds Under the American Rescue Plan Act (ARPA):

WHEREAS, the State of North Carolina will be appropriated funding from the federal American Rescue Plan Act (ARPA) to fund necessary Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible municipal corporations, and townships; and

WHEREAS, before receiving a payment, a subdivision is required to adopt a resolution affirming that the subdivision will spend funding only on federal guidance related expenses as required under the ARP Act; and

WHEREAS, revenue received under the ARP Act will be kept in a separate fund and will not be commingled with other revenue; and

WHEREAS, the Town of Yanceyville will provide to the State of North Carolina and the US Treasury any unspent balance of the funds received.

NOW, THEREFORE, BE IT RESOLVED, by the Yanceyville Town Council of Town of Yanceyville that we do hereby request ARP Act funding to be distributed by the State of North Carolina and by adopting this resolution affirm that the revenue will only be used for the purposes prescribed in the ARP Act guidance as described in 31 CFR, Part 35, and any applicable regulations, for necessary expenditures incurred due to the public health emergency connected with the COVID-19 pandemic, budget and certify such to the State Director of Office of Budget and Management and the Town of Yanceyville Finance Officer; and

BE IT FURTHER RESOLVED that the Town of Yanceyville will comply with the procedure created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act.

Mayor Foster asked for questions, concerns, or comments?

After no discussion, Mayor Foster asked Town Council for a motion. Councilman Massey made a motion to adopt the Resolution for Receiving Federal Funds Under the American Rescue Plan Act (ARPA). The motion was seconded by Mayor Pro Tem Gwynn and passed with a unanimous vote.

Item 12: Review and Consideration Municipal Property Lease Agreements

Town Manager Barnett presented the Municipal Property Lease Agreement.

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this the 8th day of June, 2021, by and between the TOWN OF YANCEYVILLE, whose address is 158 East Church Street, Yanceyville, North Carolina, 27379 (hereinafter referred to as “Landlord”) and _____ (hereinafter referred to as “Tenant”).

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Caswell County, North Carolina, such real property having a street address of 158 East Church Street, Yanceyville, North Carolina, 27379 (hereinafter referred to as the “Premises”).

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1.TERM. Landlord leases to Tenant, and Tenant leases from Landlord, the above-described Premises, together with any and all appurtenances thereto, for a term of One (1) year, such term beginning on July 1, 2021, and ending at 11:59 P.M. on June 30, 2022.

2.RENT. The total rent for the term hereof is the sum of _____ payable on the 5th day of each month of the term, in equal installments of _____. All such payments shall be made to Landlord at Landlord’s address as set forth in the preamble to this Agreement, on or before the due date and without demand.

3.USE OF PREMISES. The Premise shall be used and occupied by Tenant and Tenant’s immediate employees, contractors, and necessary personnel exclusively, for the sole purpose of carrying out business, profession, and trade associated with the Tenant’s general operation. Tenant shall not allow use of the property by any other person not affiliated with the Tenant.

4.CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

5. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement or sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord.

6. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

7. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

8. UTILITIES. The Tenant shall be responsible for all utility services.

9. MAINTENANCE AND REPAIR. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the terms of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the parking lot, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- f. Keep all air conditioning filters clean and free from dirt;
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the costs of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- h. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; and
- i. Maintain all utilities that provide for the safety and security of the building structure and its components.

10. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Agreement continue according to its terms.

11. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of

inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual “for sale”, “for rent” or “vacancy” signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

12. TENANT’S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month to month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at Five Hundred Dollars (\$500.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

13.SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

14.INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant’s guests, invitees, agents, or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

15. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord’s option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

16.LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) calendar days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a “late fee” in the amount of Twenty-Five Dollars (\$25.00). (NOTE: North Carolina law provides that the “late fee” specified in this paragraph may not exceed five (5) percent of the monthly rent or \$15, whichever is greater.)

17.ABANDONMENT. If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord’s option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord’s discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord’s option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord’s right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to

Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem property and Landlord is hereby relieved of all liability for doing so.

18.ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

19.GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

20. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21.BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

22.DESRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

23.CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular or plural.

24. NONWAIVER. No indulgence, waiver, election or nonelection by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

25. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

26. DEPOSIT. The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (NCGS 42-50). The Security Deposit may be deposited into an interest-bearing account, with any interest earned upon the Security Deposit shall accrue for the benefit of the Landlord. Upon any termination of the tenancy herein created, the Landlord may deduct from the Security Deposit amounts sufficient to pay:

- a. any damages to the premises outside of normal use and wear
 - b. any non-payment of rent or non-fulfillment of initial terms
 - c. any unpaid water and sewer bills with the Town of Yanceyville
 - d. any court costs incurred by the Landlord in connection with terminating the tenancy
 - e. any other damages of the Landlord which may be permitted under the laws of this State
- A security deposit of Five Hundred Dollars (\$500.00) will be due before occupying the Premises. The Landlord shall refund to the Tenant, within thirty (30) days after termination of the tenancy and delivery of possession, the balance of the Security Deposit, along with an itemized statement of any deductions, if applicable.

27. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested:

Mayor Foster asked Town Council for a motion. Councilman Massey made motion to accept the Municipal Property Lease Agreement. The motion was seconded by Mayor Pro Tem Gwynn and passed with a unanimous vote.

Item 13: Consideration of Law Enforcement Interlocal Agreement with Caswell County

Mayor Foster indicated during the preparation (Budget Sessions) of the Recommended Budget for FY 2021-2022 due to lack of Funding the Town would possibly have to end the Law Enforcement Interlocal Agreement with the Caswell County Sheriff's Department.

Mayor Foster asked, What is the pleasure of Town Council?

Mayor Foster asked for a motion. Councilman Massey made a motion not to renew the Law Enforcement Interlocal Agreement. The motion was seconded by Councilman Massey and passed with a 3 to 2 vote.

(Because the meeting being held both in person and electronically and a there was a dissenting vote. Town Council performed a roll call vote.)

- Councilman Massey- Not to renew the contract.
- Mayor Pro Tem Gwynn- Renew the contract
- Councilman Tatum – Not to renew the contract
- Mayor Foster- Not to renew the contract
- Councilwoman Badgett-Lampkin- Renew the contract

Item 14: Town Attorney Report- Lee Farmer

Town Attorney Farmer stated that during the last 12 months due to the Coronavirus Pandemic and several civil disturbances the Town adopted several proclamations. He indicated that it seems to be the trend around the State that those proclamations will be rescinded after June 30th, 2021. He added that Town Council may want to calendar the proclamations for consideration at the July 13th, 2021.

Town Attorney Farmer added that John Freshmen consultant Best, Best, and Krieger Law Firm in Washington DC Firm contacted him to give an update. Mr. Freshmen explained that the President Biden had stop all negotiations on the Infrastructure Legislation, and they have been told at his firm that they are going to take the reconciliation route before Congress which mean they will take 51 votes to pass. Mr. Freshmen is recommending to all the Cities, Towns, and Counties that he represents to try and get as many shovel- ready projects lined up, because they are being told that there is going to be some immediate money once this legislation is approved and they feel like it will be approved later in summer. Shovel-ready and smaller projects will be funded quickly. Attorney Farmer indicated that there may be a few projects that the Town could possibly expedite such as the helipad, Maude Gatewood Multi- Purpose Path, and the bridge on the Multi-Purpose Path.

Item 15: Town Manager Report- Kamara Barnett

Town Manager Barnett announced the July 3rd, 2021, Independence Day Fireworks Event that will be take place at the Town Pavilion. Vendors and Food will be available for purchase. The Retro Band will be providing the live music.

She also announced the June 12, 2021, Opening of Downtown Yanceyville starting at 10am - 2pm. Several locations will be opened.

Town Manager Barnett indicated that the Annual report produced by the Piedmont Triad Regional Council was also included in the Agenda Packet.

She also noted that the July Town Council Meeting will take place on July 13th, 2021 (second Tuesday).

Town Manager Barnett also pointed out the Public Works update provided by Justin Chandler, Public Works Director. She announced that on June 14th- June 18th the Public Works Department will be flushing exercising hydrates throughout Town.

She also announced that on July 12th, 2021, the Burlington Sock Puppets will be sponsoring the Caswell County Community Night and Mayor Foster and David Owen Caswell County BOC, Chairman will be throwing out the first pitch.

Town Manager Barnett explained that the Yanceyville Fire Department voted to reelect Vernon Massengill as the Fire Chief for the Department, and because it is a department of the Town. Town Council will need to approve Mr. Massengill as the Fire Chief for the Department.

Mayor Foster made a motion to approve Mr. Vernon Massengill as the Fire Chief of the Yanceyville Fire Department. The motion was seconded by Mayor Pro Tem and passed with a unanimous vote.

Town Manager Barnett explained that schematics for Yanceyville Public Safety Memorial were also attached to the Agenda packet. She asked were there any questions. Town Manager Barnett indicated that prices are increasing on the material, and it would be ideal for Town Council to approve the quotes so that we can lock the prices in.

Mayor Foster asked for a motion. Councilman Massey made motion to approve the drawing and price quote for the Yanceyville Public Safety Memorial. The motion was seconded by Councilman Tatum and passed with a unanimous vote.

Town Manager Barnett indicated that several persons have inquired about the 2021 First Friday Event. She indicated that Town Staff has reached out to several vendors and Bands to check availability for the months of August, September, and October. She added that the scheduled for First Friday would normally be posted at this time. Mayor Foster suggested that starting the 2021 First Friday Event in August through October.

Mayor Foster made a motion to start the 2021 First Friday event in August through October. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Town Manager Barnett explained that she met with Mr. James Davis. She indicated that a copy of the proposal was also attached to the Agenda Packet. Mr. Davis would provide UAS Videography Services to the Town free of charge. If approved Mr. Davis will fly and perform aerial videography of each facility that is owned by the Town of Yanceyville. These services will provide to the Town valuable data concerning facility property condition assessment. Utilizing this type of service will demonstrate close-up visual inspection of roofing, gutters, pavements, roof mounted air-conditioning to mention just a few.

Mayor Foster indicated that the Town Manager can grant Mr. Davis permission to fly all Town owned facilities.

Item 16: Closed Session- G. S. 143-318.11 Contractual, Personnel, and Attorney Client Consultation

Mayor Foster asked Town Council for a motion. Mayor Pro Tem Gwynn made a motion to go into Closed Session General Statutes 143-318.11 Contractual, Personnel, and Attorney Client Consultation. The motion was seconded by Councilman Massey and passed with a unanimous vote.

(Town Council recessed for ten minutes.)

(Town Council returned at 8:18pm)

After Town Council returned from Closed Session, Mayor Foster asked for a Town Council motion to come out of Closed Session. Mayor Pro Tem Gwynn made a motion to come out of Closed Session. The motion was seconded by Councilman Tatum and passed with a unanimous vote.

Mayor Foster asked Town Council for a motion to go back into Regular Session. Mayor Pro Tem Gwynn motion to go back to into Regular Session. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster noted that while in Closed Session there is one item that needs to be addressed in Regular Session.

Mayor Foster made a motion to appoint Mrs. Kamara Graves Barnett as the Town Manager of the Town of Yanceyville effective tonight June 8th, 2021. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster stated, let the record show that the vote was unanimous. Mayor Foster congratulated Mrs. Barnett on the appointment.

Item 17: Informal Discussion/Public Comment- Discussion and Comments must directly relate to agenda items.

None

Item 18: Recess Meeting until Tuesday, June 29th, 2021, at 7pm

Mayor Foster recessed the Town Council Meeting until Tuesday, June 29th, 2021, at 7pm.

Kamara Barnett, Town Clerk prepared the above minutes. They represent a brief description of those matters that were addressed at this meeting.

Respectively Submitted:

Alvin Foster, Mayor

Kamara Barnett, Town Clerk