

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
February 1, 2021**

The Town of Valdese Town Council met electronically via Zoom on Monday, February 1, 2021, at 6:00 p.m. 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, Deputy 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. Mayor Black encouraged Council to review the Reading Material regarding the Planning Boards discussion of a Food Truck Ordinance and provide feedback to Planning Director Larry Johnson.

OPEN FORUM/PUBLIC COMMENT: None

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF JANUARY 4, 2021

APPROVED CASH SECURITY REQUEST FOR EDELWEISS SUBDIVISION: Cold Creek Investments, LLC, requested cash security in the amount of \$46,800.00 for contract work to be completed for the Edelweiss Subdivision. The Performance Agreement that was approved at the August 2020 Council meeting allowed the developer to seek a return of the cash security deposited with the Town.

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA:

APPROVED CLOSED SESSION MINUTES OF JANUARY 4, 2021: Mayor Black explained that the reference as to why we had the Closed Session meeting needed to be corrected from NC General Statute 143-318.11 (a) (4) to NC General Statute 143-318.11 (a) (5) to establish, or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Councilman Ogle made a motion to correct the Closed Session minutes, seconded by Councilwoman Stevenson. The vote was unanimous.

APPROVED WPCOG VALDESE LAKESIDE PARK GRANT ADMINISTRATION CONTRACT: Parks & Recreation Director Doug Knight shared that he has been working with the WPCOG from the start of the Lakeside Park project. Mr. Knight explained that a contract had not been created, and when they realized it, they decided to produce a contract that would begin July 1, 2021. The contract is in the amount of \$10,000. The funds for this come from either grants or donations; no Town funds have been used.

February 1, 2021, MB#31

AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
TOWN OF VALDESE
FOR THE PROVISION OF
TECHNICAL ASSISTANCE:
VALDESE LAKESIDE PARK GRANT ADMINISTRATION
JULY 31, 2021 – JUNE 30, 2022

This AGREEMENT, entered into on this the _____ day of _____, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Town of Valdese, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Planning Agency on April 17, 1972. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government; and

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. Personnel. That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.
2. Travel/Printing. The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.
The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.
3. Compensation
The Local Government will pay the Planning Agency an amount not to exceed \$10,000 (ten thousand dollars) for the satisfactory performance of all services

person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

- 10. Access to Records and Record Retainage. All official project records and documents must be maintained during the operation of this project and for a period of three years following closeout, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.
11. Liquidated Damages Clause. If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Planning Agency a sum in the amount of \$100 per week for any subsequent weeks until completion.
12. Termination of Agreement for Cause. If, through any cause, the Planning Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. Grantee Assurances. In the performance of this Agreement, the Planning Agency shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause, the Section 3 Clause and Lobbying Clause (Attachments B,C and D).

related to administration of the project as defined in the attached Scope of Services. Planning Agency personnel will keep an accurate record of time spent, which will serve as the basis for the amount charged to the Local Government per month. The Local Government will reimburse the Planning Agency monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, travel and indirect costs, plus travel and other approved expenses.

It is expressly understood and agreed that total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

- 4. Termination/Modifications. The Local Government may terminate this Contract by giving the Planning Agency a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. Time of Performance. The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2021, and ending June 30, 2022.
6. Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials. No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. Nondiscrimination Clause. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. Age Discrimination Act of 1975, as amended. No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. Section 504, Rehabilitation Act of 1973, as amended. No qualified disabled

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT: TOWN OF VALDESE PLANNING AGENCY: WESTERN PIEDMONT COUNCIL OF GOVTS.

By: _____ By: _____
Town Manager Executive Director

LOCAL GOVERNMENT: PLANNING AGENCY:
By: _____ By: _____
Mayor Chairman

Preaudit statement:

This instrument has been preaudited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES
TOWN OF VALDESE
GRANTS MANAGEMENT ASSISTANCE
WORK PROGRAM/BUDGET
JULY 1, 2021 – JUNE 30, 2022
ATTACHMENT A
SCOPE OF SERVICES

The following work program and budget are presented as descriptive of the work and dollar amounts requested in the Agreement concerning grant administration activities by the Western Piedmont Council of Governments for the Town of Valdese.

Erin Schotte, Community Development Administrator will be responsible for administering the PARTF and DWR (DEQ) grants for the Valdese Lakeside Park, Phase I development project.

Work Program

The activities to be completed include:

- Work with Town and granting agencies on any amendments needed to the contract(s) between PARTF and the Town and/or between DEQ and the Town
- Coordinate requests for reimbursement from PARTF and DEQ to the Town
- Work with Architect to assure grant compliance
- Complete As-Built site plan map for final closeout of grant
- Work with Town, as needed, to amend DEQ grant scope and/or apply for additional funding through the DWR program.

Time of Performance

The WPCOG will complete all activities involved in administration of this project in a 12-month period beginning July 1, 2021, and ending June 30, 2022.

Budget

The WPCOG will provide these administrative services for a fee not to exceed \$10,000. The budget is broken down as follows:

Salaries	\$ 4,625
Fringe Benefits	2,405
Travel	756
Indirect	<u>2,214</u>
Total	\$ 10,000

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Planning Agency.

ASSURANCES OF COMPLIANCE

ATTACHMENT B

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170h. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

ATTACHMENT D

Lobbying Clause

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Planning Agency or the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Planning Agency and/or the Local Government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Councilwoman Stevenson made a motion to approve the Administrative contract with WPCOG, seconded by Councilman Thompson. The vote was unanimous.

CAPITAL PROJECT ORDINANCE AMENDMENT: Finance Director Bo Weichel presented the following Capital Project Ordinance Amendment. This CPO will move funds for the WPCOG contract approved to the appropriate account.

Valdese Town Council Meeting Monday, February 1, 2021

Capital Project Ordinance Amendment # 2-34

Subject: Lakeside Park Phase I

Description: To amend capital project ordinance Fund 34
The original CPO was approved at the November 4, 2019 meeting.
This amendment moves funds from the construction account to pay for grant administration.

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:

Amounts appropriated for capital projects are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.760	Construction		10,000
	Total	\$0	\$10,000

Account	Description	Increase/ Debit	Decrease/ Credit
34.6200.040	Administration	10,000	
	Total	\$10,000	\$0

Section II:

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

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

APPROVED BUDGET AMENDMENTS: Finance Director Bo Weichel presented the following Budget Amendments:

Valdese Town Council Meeting

Monday, February 1, 2021

Budget Amendment #

7

Subject: Children's Park repairs

Description: Children's Park lost more than half the fencing around the baseball field from excessive flooding. This amendment is for repairing and installing new fencing to restore the fence for the baseball field.

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, 2021:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		5,820
	Total	\$0	\$5,820

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	5,820	
	Total	\$5,820	\$0

Section II:

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

Valdese Town Council Meeting

Monday, February 1, 2021

Budget Amendment #

8

Subject: McGalliard Falls repairs

Description: McGalliard Falls has two large washed out areas resulting from flooding. These are located next to the road going out to the bridge that crosses McGalliard Creek. This amendment will be used to fill the areas with an estimated 19 loads of dirt, packed, and reseeded. A tree that was damaged in the area will also be removed.

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, 2021:

Section I:

The following revenues available to the Town will be increased:

Account	Description	Decrease/ Debit	Increase/ Credit
10.3990.000	Fund Balance Appropriated		6,950
	Total	\$0	\$6,950

Amounts appropriated for expenditure are hereby amended as follows:

Account	Description	Increase/ Debit	Decrease/ Credit
10.6200.151	Park Repairs	6,950	
	Total	\$6,950	\$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 asked if insurance covered any of the damage to the Parks, and Town Manager Seth Eckard said no. Mr. Weichel noted there was a possibility down the road that FEMA would cover it. Councilman Ogle asked if the money could come from somewhere else besides the Fund Balance. Mr. Eckard shared that the budget is tight, and there was nowhere else to pull it.

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

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

The next meeting is a regularly scheduled meeting on Monday March 1, 2021, 6:00 p.m.

MAYOR AND COUNCIL COMMENTS: Councilman Ogle asked if the Town would have to repave Main Street or contract it after the waterline project is completed. Mr. Eckard shared that what you see now after they installed the new line is a temporary repair. As part of the contract, after they complete everything, the contractor will come back and repair one side of the road with new asphalt that will be flush with the other side. Councilman Thompson asked when we last repaved Main Street. Mr. Eckard shared that DOT will repave HWY 70 every five to seven years, and it was paved around three years ago.

ADJOURNMENT: At 6:15 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilman Thompson. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday March 1, 2021, 6:00 p.m., via electronically via Zoom

Town Clerk

Mayor

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