

**TOWN OF VALDESE
TOWN COUNCIL REGULAR MEETING
May 2, 2022**

The Town of Valdese Town Council met on Monday, May 2, 2022, at 6:00 p.m., in the Town Council Chambers at Town Hall, 102 Massel Avenue, SW, Valdese, North Carolina. The following were present: Mayor Charles Watts, Councilwoman Rexanna Lowman, Councilman J. Andrew Thompson, Councilwoman Frances Hildebran, and Councilman Keith Ogle. Also present were: Town Attorney Tim Swanson, Town Manager Seth Eckard, Town Clerk Jessica Lail, and various Department Heads.

Absent: Councilman Paul Mears

A quorum was present.

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

OPEN FORUM/PUBLIC COMMENT:

Mayor Watts presented the following Resolutions of Appreciation for The Zimmerman Family and Farris Insurance Agency:

THE ZIMMERMAN FAMILY

WHEREAS, The Valdese Children's Park needed some maintenance to enhance the park and attract visitors and be a welcoming site as one enters the Town of Valdese; and

WHEREAS, the Zimmerman family wanted to honor their late patriarch, Glenn Zimmerman, a longtime resident, businessman, and stalwart of the Valdese community; and

WHEREAS, the Zimmerman family and the Friends of the Valdese Rec planned a way to raise the profile of Valdese Children's Park and honor Mr. Glenn Zimmerman; and

WHEREAS, the Zimmerman family and Friends of the Valdese Rec worked with the local business, Sam's Recycled Art, to design a painted mural and metal art installation for Valdese Children's Park to enhance the park; and

WHEREAS, the Zimmerman family provided the funding for the installation of the designed installation in honor of Mr. Glenn Zimmerman; and

NOW, THEREFORE, BE IT RESOLVED that the Valdese Town Council greatly appreciates the support from the **FAMILY OF GLENN ZIMMERMAN**, for the creativity and generosity in improving upon the grounds and experiences for visitors to the Valdese Children's Park.

This 2nd day of May 2022.

/s/ Charles Watts, Mayor

FARRIS INSURANCE AGENCY

WHEREAS, many citizens and visitors had expressed an interest in having a dog park in the Town of Valdese and as an amenity at Valdese Lakeside Park; and

WHEREAS, the Friends of the Valdese Rec sought donations from the public to provide funding for the desired dog park; and

WHEREAS, employees and principals of Farris Insurance, a business in the Town of Valdese with a desire to serve the community, saw the dog park as a worthy resource for the town; and

WHEREAS, Farris Insurance provided matching funds for smaller donations and multiple larger donations to see the dog park come to fruition; and

WHEREAS, the Valdese Lakeside Park Dog Park is now completed and in use by citizens and visitors to the Town of Valdese;

NOW, THEREFORE, BE IT RESOLVED that the Valdese Town Council greatly appreciates the support from the **FARRIS INSURANCE AGENCY**, for the generous donations and fundraising assistance contributing to the completion of the Valdese Lakeside Park Dog Park.

This 2nd day of May 2022.

/s/ Charles Watts, Mayor

CONSENT AGENDA: (enacted by one motion)

APPROVED REGULAR MEETING MINUTES OF APRIL 4, 2022

APPROVED BUDGET WORKSHOP MINUTES OF APRIL 14, 2022

AGREEMENT WITH WPCOG FOR GIS MAINTENANCE SERVICES The agreement with WPCOG for GIS Maintenance for FY 2022-2024 to maintain the utility and cemetery GIS in the amount of \$9,950.

APPROVED VALDESE ABC BOARD TRAVEL POLICY

VALDESE ABC BOARD
1018 MAIN STREET WEST • VALDESE, NC 28690 • PHONE 828-879-2227 • FAX 828-874-0332

TRAVEL POLICY

Date: April 18, 2022

Re: Adoption of Town of Valdese Travel Policy
JULY 01, 2000, "Revised"

The following guidelines will be used as a travel policy for all employees traveling on Valdese ABC Board business:

1. Reimbursement of travel expenses-

Meals will be covered on a per day rate. (Based on the current Federal Per Diem Rate) The Federal Per Diem Rates listing (found online at www.gsa.gov) is updated on an annual basis in October. If the traveler's destination is not listed on the website, the standard rate is used.


When traveling to attend a conference, where some meals are provided by the conference, remaining meals not provided by the conference will be eligible for reimbursement on a reasonable and actual basis (receipts required).


When on a trip not involving an over-night stay, expenses (i.e. mileage, meals) will be eligible for reimbursement on a reasonable and actual basis (receipts required).

Lodging will be covered for reasonable and actual cost (receipt required). Unless attending a conference, the Federal Per Diem Listing should be used as a guideline in determining reasonable cost.
2. Board credit cards may be used to reserve lodging. Travel related cost however, should not be charged to the credit cards. All travel expenses will be covered through travel advances and / or reimbursements.
3. It is the responsibility of the General Manager to determine which meal allowances are eligible for reimbursement to employees for partial day travel. Reimbursement will be for reasonable and actual cost (receipt required).

4. All requests for travel expense reimbursement (i.e. meals, lodging, mileage, etc.) must be accompanied by a travel expense report.
5. Other issues-
 - Transportation: As a general rule, it is the Board's policy that an employee is authorized to use a private vehicle and be reimbursed at the current standard mileage rate. The current standard rate shall be the same as paid by the Town of Valdese following the IRS rate.
 - Telephone: Any employee traveling out of town and staying overnight will be allowed a personal telephone call up to \$4 per night. Board business related calls will be paid by the Board.
 - Registration: Registration fees are generally paid in advance directly to the vendor, not from travel advance.
 - Advances: The Board does permit employees to request advances whenever an estimated trip cost exceed \$25. If the cost is less than \$25, employee must seek reimbursement when the trip is completed.

Adopted this the 18th day of April, 2022


Chairman

Attest:

Secretary/Treasurer

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

End Consent Agenda

ITEMS REMOVED FROM CONSENT AGENDA: Councilwoman Hildebran requested that the agreement for Automatic Aid for Fire Prevention be removed from the Consent Agenda.

AGREEMENT FOR AUTOMATIC AID FOR FIRE PROTECTION: Councilwoman Hildebran asked if this was a new agreement. Assistant Fire Chief Truman Walton explained that we did have a mutual aid agreement with Triple Community on our west and Lovelady on our east. However, the Insurance Services Office has opened the opportunity for private fire departments to benefit from better insurance rates. Mr. Walton explained that Lovelady would respond to the Lake Vista subdivision with Valdese, and Valdese would respond to Flat Gap Mountain with Lovelady.

**STATE OF NORTH CAROLINA COUNTY OF BURKE
AGREEMENT FOR AUTOMATIC AID FOR FIRE PROTECTION**

This Agreement for Automatic Aid for Fire Protection (hereinafter "Agreement") is made as of the ___ day of ____, 2022, by and between the Town of Valdese, a body politic and corporate of the State of North Carolina (hereinafter the "Town"), and Lovelady Fire and Rescue Department, a rural fire department of Burke County, North Carolina (hereinafter "Lovelady") (the Town and Lovelady are hereinafter sometimes referred to individually as "Party" and collectively as "Parties").

WHEREAS, the General Assembly of North Carolina has enacted legislation authorizing automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send personnel and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and,

WHEREAS, it is deemed to be in the public interest for the Town and Lovelady to enter into the Agreement in order to increase fire defenses, to assure proper fire control, and to provide reserves needed to assure the community of adequate protection; and,

WHEREAS, this Agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan for a standard of cover in the Town of Valdese for that area bounded in dark pink as shown on the attached EXHIBIT "A" PREPARED BY D. GODWIN, MARCH 15, 2022, BURKE COUNTY EMERGENCY COMMUNICATIONS CENTER, said area including Lake Vista Subdivision and Inlet Shores Subdivision (hereinafter the "Town Territory") and cover in Lovelady for that area bounded in dark pink as shown on the attached EXHIBIT "B" PREPARED BY D. GODWIN, APRIL 5, 2022, BURKE COUNTY EMERGENCY COMMUNICATIONS CENTER (hereinafter the "Lovelady Territory"), as agreed upon in dispatch protocol with said aid being provided 24 hours a day, 365 days a year.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to the following terms and conditions:

1. TERM. The Term of this Agreement shall be for a period of one (1) year commencing on the date first written above; provided, however, that this Agreement will then automatically renew from year-to-year unless terminated as hereinafter provided.

2. RESPONSIBILITY FOR ENGAGING AUTOMATIC AID PROCESS.

A. Upon notification that an emergency is occurring and aid is needed in connection with a residential structure fire in the Town Territory or the Lovelady Territory, the Burke County 911 Communications Center (hereinafter the "Communications Center") will simultaneously dispatch the Town and Lovelady Fire Departments.

B. Upon being dispatched by the Communications Center, the Town and Lovelady shall each respond with the following resources:

i. If dispatched to the Town Territory, the Town will respond with all available resources and Lovelady will respond with one (1) engine capable of carrying a minimum of 500 gallons of water, with a pump capacity of 1000 gallons per minute, a minimum of one (1) driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire, one (1) tanker capable of carrying a minimum of 1000 gallons of water with a pump capacity of 1000 gallons per minute, and (1) driver/operator and one additional personnel in support of automatic aid to designated areas for water supply.

ii. If dispatched to the Lovelady Territory, Lovelady shall respond with all available resources and the Town shall respond with one (1) engine capable of carrying a minimum of 500 gallons of water, with a pump capacity of 1000 gallons per minute, a minimum of one (1) driver/operator with three (3) additional personnel in support of automatic aid for a reported structure fire.

3. MUTUAL OBLIGATIONS AND RESPONSIBILITIES.

A. Lovelady shall assume all liability and responsibility for any injuries incurred by Lovelady personnel, damage to its own apparatus and/or equipment, and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.

B. The Town shall assume all liability and responsibility for any injuries incurred by Town personnel, damage to its own apparatus and/or equipment, and for any and all damage caused by its own apparatus while responding to or returning from an automatic aid response.

C. The Town and Lovelady shall assume all costs of salaries, wages, bonuses or other compensation for their own personnel that respond for duty under the terms of the agreement and all costs associated with their apparatus, equipment, and tools used specifically in response to the request for aid.

D. The Town and Lovelady shall operate under the National Incident Management System (NIMS) incorporating the Incident Management System (ICS) during emergency operations.

i. The department to arrive first shall initiate command along with size up and situation awareness to direct the level of continued response to the incident or the need for an additional alarm.

ii. A unified command shall be established with oversight by the Town's Office-in-Charge (OIC) for all incidents in the Town's Territory and with oversight by Lovelady's OIC for all incidents in the Lovelady Territory.

iii. Sustained firefighting operations including fire suppression, engagement in search and rescue, forcible entry, ventilation, and preservation of property; accountability of personnel; the deployment of a dedicated rapid intervention crew (RIC); and provision of support activities for those situations that are beyond the capability of the initial attack/first alarm assignment; and calling for additional personnel and equipment as necessary.

E. The Town and Lovelady shall maintain a standardized records management system by utilizing the National Fire Incident Reporting System (NFIRS) to track and collect specific information on each incident.

F. The Town and Lovelady shall have common mobile and portable communication capability on the NC Viper Network to conduct fire ground incident communications.

4. RELATION OF THE PARTIES. Nothing in this Agreement or otherwise creates or shall be construed such that an employment, agency, subcontractor, joint venture, or partnership relationship exists between the Town and Lovelady.

5. TERMINATION. Notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement, including all rights and obligations set forth herein, if the other party fails to cure a material breach within thirty (30) days receipt of written notice of such breach from the non-breaching party or without cause upon sixty (60) days written notice to the other party.

6. MISCELLANEOUS PROVISIONS.

A. Governing Law. This Agreement shall be controlled by the laws of the State of North Carolina and proper venue for any claim hereunder shall be Superior Court, Burke County.

B. Amendment. This Agreement may only be modified or amended if the modification is made in writing and signed by both Parties.

C. Entire Agreement. This Agreement supersedes and replaces the Agreement for Automatic Aid for Fire Protection between the Town and Lovelady dated November 1, 2018.

D. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforcement with full effect.

E. Authority. Each Party hereby represents and warrants to the other Party that it has obtained any and all consents or approvals necessary for it to enter into this Agreement, and that the individual(s) executing this Agreement on such Party's behalf are authorized to do so and to bind such Party to the terms and conditions hereof.

F. Successors. This Agreement shall be binding upon the successors and/or assigns of the Parties until this Agreement is terminated pursuant to its terms.

G. Notices. Any notice, submittal or communication required or permitted to be served on a party to this Agreement shall be in writing and shall be deemed given if delivered in person or mailed by certified mail addressed as follows:

To the Town: Town of Valdese
Attn: Seth Eckard Town Manager
P.O. Box 339 Valdese, NC 28690

To Lovelady:

H. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first written above.

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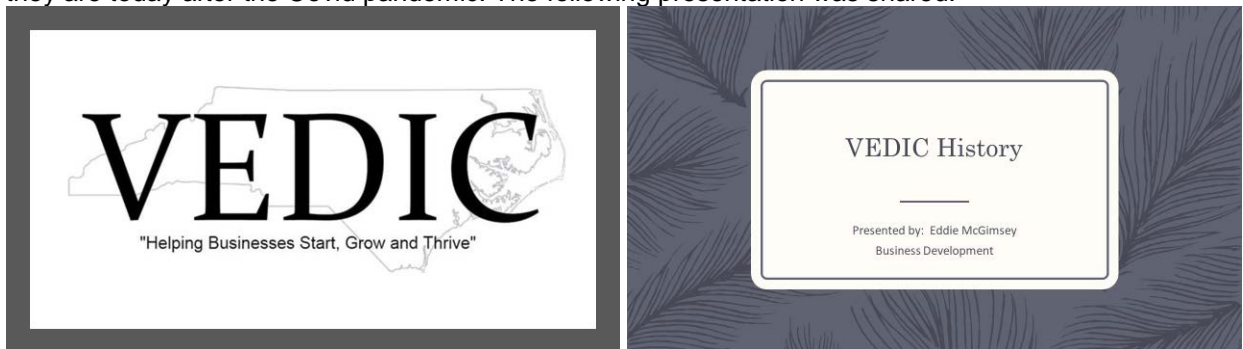
THE TOWN OF VALDESE,
a North Carolina Municipal Corporation

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilwoman Hildebran made a motion to approve the Agreement for Automatic Aid for Fire Department, seconded by Councilwoman Lowman. The vote was unanimous.

VEDIC PRESENTATION: VEDIC's Executive Director Kerri Poteat, Business Development Eddie McGimsey, and Chairman Sherry Long gave Council an overview of VEDICs history, updates, and where they are today after the Covid pandemic. The following presentation was shared:



VEDIC Updates

Presented by: Sherry Long
Chairman

of Loans
7/1/2020 – 6/30/2021

of Loans
7/1/2019 – 6/30/2020

22 Loans
7 = ARC
Total= \$935,972

22 Loans
Total= \$582,950

of Loans by County 2020-2021

- Alexander 2
- Burke 10
- Caldwell 4
- Catawba 4
- McDowell 2

Total Loan Production to Date:

of Loans: 155

Total Loan Production: \$ 7,165,083.31

Default Rate

4.5%- 7 loans out of 155

Loan Loss % Since Inception:

1.8% (\$126,500)

Burke County Golden Leaf Revolving Loan Fund to Date:

Original Grant From GL: \$250,000

Revolved Loan Fund Total: \$709,481

Valdese Rural Center Revolving Loan Fund to Date:

Original Grant from RC: \$125,000

Revolved Loan Fund Total: \$372,285

Minority Lending:

66 of the 155 Total Loans

43% = \$3,171,109.64

Appalachian Regional Commission Grant- Revolving Loan Fund to Date:

2019 GRANT: \$100,000

VEDIC has funded \$135,000 totaling 15 loans

Appalachian Regional Commission Revolving Loan Fund Grant

2022 Additional
Grant from
ARC:

\$100,000

Current Loan Portfolio

61 Loans

Original Loan
Amount:
\$3,119,083.43

Outstanding
Balance:
\$2,246,103.85

Jobs Created and or Retained to Date:

County	Sum of Jobs FT/PT
Alexander	2
Burke	584
Caldwell	9
Catawba	62
Cleveland	6
Iredell	12
McDowell	67
Mecklenburg	1
Rowan	34
Rutherford	31
Grand Total	808

100%
Municipality
Supported

VEDIC Board of Directors 2021-2022

Board Members

Robert Benfield
John Branstrom
Seth Eckard
Forrest Fleming
Kenneth Geathers
Kylie Gera
Sharon Jablonski
Rick Justice

Butch McSwain
Scott Mulwee
Keith Ogle
Nancy Page
Karen Robinson
T.R. Robinson
Marla Thompson
Suzanne Wallace

Executive Board Members

Sherry Long – Chairman
Tonia Stephenson - Vice Chairman
Johnny Berry- Treasurer
Sherri Bradshaw- Secretary

Loan Review Committee

Charles Conley
Office Manager, Burke County United Way

Lia Crump
Financial Services Manager, First Citizens Bank

Sharon Jablonski
Director of the Department of Cultural and Creative
Development, City of Morganton

Sherry Long
Assistant Executive Director, Western Piedmont Council
of Governments

Nancy Page
Retired- Personal Banker, Wells Fargo Bank

Tonia Stephenson
President & CEO, Burke County Chamber of Commerce

Marla Thompson
Mayor, Town of Long View

Suzanne Wallace
Director, Small Business Center
Western Piedmont Community College

Staff

Kerri Poteat
Executive Director

Eddie McGimsey
Business Development

Chuck Moseley
On-Call Help

2021-2022 Contributors

Burke County	Town of Valdese	City of Morganton	Town of Connelly Springs
Town of Drexel	Town of Glen Alpine	Town of Hildebran	Town of Rhodhiss
Town of Rutherford College	ARC-ACC Grant	USDA RMAP Technical Assistance Grant	Town of Long View

VEDIC Today
Presented by: Kerri Poteat
Executive Director

Surviving the Pandemic

Technical Assistance	Emergency Loans (for existing clients)
<ul style="list-style-type: none">- Keeping our clients informed of all the offerings for help- Providing deferrals- Implementing online requests to accommodate all needs	<ul style="list-style-type: none">- Bridge the gap until PPP funds were received- To assist with cash flow issues- In-house closing<ul style="list-style-type: none">- Save on costs

Pandemic Assistance Provided to the Business Community

41 Deferrals	\$90,178 = Loan Payments	All Businesses Remained Open Except 1
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Payoffs Received from April 1, 2020, to Present

Payoffs received due to refinance with a traditional bank, low interest government loans or normal loan payout:

- 34 Loans
- \$1,477,295.41

Thank You for Your Partnership

- Many thanks to each one that has planted a seed in making VEDIC what it is today.

Ms. Poteat thanked Council and staff for their continued support.

PUBLIC HEARING FOR RE-ZONING OF TOWN-OWNED PROPERTY ON PINEBURR AVE. Mayor Watts opened the Public Hearing. Town Manager Seth Eckard recommended recessing the Public Hearing to June 6, 2022, at 6:00 p.m. due to some additional information staff is gathering.

Councilman Thompson made a motion to recess the Public Hearing to June 6, 2022, Council meeting at 6:00 p.m., seconded by Councilwoman Hildebran. The vote was unanimous.

FY 22-23 PROPOSED BUDGET AND SCHEDULING OF PUBLIC HEARING FOR MONDAY, JUNE 6, 2022 The proposed budget was submitted to the Valdese Town Council on Friday, April 29, 2022.

Town Manager Seth Eckard said, "In accordance with the North Carolina Local Government Fiscal Control Act, the recommended budget for Fiscal Year 2022-2023 is presented for your consideration. The budget document represents balanced revenues and expenditures. The Fiscal Year 2022-2023 budget continues investment in our community's services and infrastructure needs. The capital budget includes equipment replacements, facility improvements, and substantial utility system investments.

The proposed combined fiscal year 2022-2023 operating and capital budget is \$12,448,793. This includes a total General Fund budget of \$6,765,016 and a total Utility Fund budget of \$5,683,777. The proposed budget maintains a property tax rate of 54.5 cents per \$100 valuation.

Economic Improvements and Constraints

Housing

The housing market exploded in Valdese over the past couple of years. Average home prices have risen sharply, and there is a lack of available stock. Fortunately, there are many lots to build upon and several new multi-family and single-family subdivisions scheduled to begin construction in 2022-2023. The Town anticipates lakefront subdivisions will build out by five percent each year.

Lake Front Subdivisions

Lake Rhodhiss Estates

- 210 Lots
- 2 Homes Occupied
- 5 Houses Under Construction

Lake Vista Phase I and II

- 72 Lots
- 8 Home Occupied

Waterside

- 124 Lots
- 16 Homes occupied
- 3 House Under Construction

McGalliard Pointe

- 5 Lots
- 1 House occupied
- 2 House Under Construction

Island Pointe Shores at Lake Vistas

- 48 Lots
- 5 Houses occupied
- 1 House under construction

Upcoming Residential Projects

Pine Crossing

- 66 Unit Apartment Complex - **\$9.8 million investment**
- Construction likely to begin late Summer 2022

Tron Place

- 60 Unit Apartment Complex - **\$8 million investment**
- Construction likely to begin late Fall 2022

Historic Valdese Weavers Mill

- 60 Unit Apartment Complex **\$12 million investment**
- Renovation currently underway

Edelweiss Subdivision

- 19 Single Family Lots
- In the final construction phase

Valdese Bluffs

- Planned Unit Development that will include office/institutional opportunities, single family housing, apartments, and possibly a marina - **\$60 million investment**
- In early planning stages

Industrial Development

The only unoccupied manufacturing building of quality left in Valdese is the Valdese Textiles building located on HWY 70. The Town of Valdese is working diligently with the property owner to find a suitable business that will create many jobs and proposes making a substantial capital investment.

North Carolina Local Government Pension System

The Board of Trustees of the Local Government Employees' Retirement System (LGERS) voted to approve its planned 0.75 percent increase to the system's employer contribution rate for fiscal year 2022-23 – keeping with their January 2019 decision to amend the Employer Contribution Rate Stabilization Policy (ECRSP) to keep the system well-funded.

The board voted for contribution rates for general employees to increase from the current 11.41 percent in fiscal year 2021-22 to 12.16 percent for fiscal year 2022-23. The contribution rate for law enforcement officers increases 1.00%, rising from 12.04 percent to 13.04 percent.

It is important to remember these rates are not a pay increase to employees; it is a mandatory expenditure imposed by the State.

General Fund

The proposed budget includes a total General Fund budget of \$6,765,016 and proposes maintaining the current tax rate of 54.5 cents per \$100 valuation. Beginning two fiscal years ago, in accordance with the Local Government Budget & Fiscal Control Act (G.S. Chapter 159), the budget ordinance includes both capital and operating expenditures as opposed to amending the budget ordinance throughout the year for each approved capital item. This shift in the way we budget accounts for the increase in the size of the general fund budget from prior years.

The proposed budget includes a five percent cost of living adjustment increase for full-time employees. Republic Services contractually increases its solid-waste and recycling contract with the Town based on its annual consumer price index. This increase translates into a \$7,500 increase to our Republic Services contract. In addition, the proposed budget has a nine percent increase in health insurance premiums.

Sales tax revenue accounts for 25 percent of the Town's unrestricted General Fund revenue, second only behind property taxes. Sales tax grew by 14% in Fiscal Year 2021 - 2022. With interest rates rising to combat increasing inflation, we are projecting a modest increase of three percent tax growth in the proposed budget compared to the Fiscal Year 2021-2022 sales tax actual.

The Town's finance department has done an outstanding job over the past few years collecting back taxes and increasing our annual tax collection rate from 95 percent to over 97 percent. We anticipate an increase in residential real property tax value; however, we also expect a decrease in industry's personal property value. The reduction of the value of the industry's personal property is due to the depreciation schedule of Meridian's manufacturing equipment in their new facility. The net result is a projected \$8,000 increase in the Town's property tax revenue.

The total General Fund budget includes \$405,000 of capital improvement needs. No additional debt is proposed in this budget cycle. The percentage of the General Fund's annual operating budget used to service existing debt is 4.09 percent.

ABC Distributions

North Carolina General Statutes allows ABC Stores with a substantial operating reserve to make quarterly distributions to the local government in which they operate. Staff projects that the Valdese ABC Store will distribute \$100,000 to the Town of Valdese in 2022-2023. In addition, ABC funds will be placed in the Town's public safety building capital project account.

Burke County Library

The proposed budget includes a \$40,000 donation to the Burke County Library.

Public Safety Building

On March 7th 2022, The Valdese Town Council voted to authorize the architect (CBSA) to develop construction documents for a new facility, advertise for construction bids, and staff to develop alternative bids that will reduce the size and cost of the proposed facility. We anticipate receiving bids for the Town Council's consideration in late 2022.

Parks and Recreation Projects

The Town of Valdese, in partnerships with Friends of the Valdese Rec, David Brinkley, and many other generous private donors, raised funds to remodel the original 1930s gymnasium at the Valdese Community Center. The gym renovation project includes the installation of a new gym floor, new bleachers, and new basketball goals. The Town of Valdese also plans to renovate the Community Center's downstairs men's and women's locker rooms and showers. Both of these projects are anticipated to be completed by early 2023.

Parks and Recreation plan to offer team youth volleyball this year!

General Fund Capital Projects:

In the Fiscal Year 2022-2023 budget, the Town plans to make strategic capital investments amongst all departments to ensure efficient and effective service delivery and repair our aging infrastructure. The General Fund Budget reflects expenditures of \$405,000 in capital projects across multiple departments. Highlights include:

Fire Department

- Viper radios (35)

Community Affairs

- Replace the stage lighting system in the Old Rock School (Phase 2)

Police Department

- Patrol vehicle and equipment (replace unit 117)

Public Works

- Vehicle wash bay upgrades

Street Department

- Replace 2001 F150

Sanitation Department

- Replace 2004 Chevy 1500

Administration

- Council chambers audio/visual upgrades

Planning

- Subdivision zoning update

Utility Fund

The Utility Fund budget for Fiscal Year 2022-2023 is \$5,683,777. This includes \$764,600 of capital improvement needs. No additional debt is proposed in this budget cycle. The percentage of the Utility Fund's annual operating budget used to service existing debt is 7.33 percent.

In the Fiscal Year 2015-2016 budget, the Town conducted a comprehensive capital improvement plan for the utility system. The study revealed that the Town has pressing needs to be addressed to ensure high-quality water and wastewater treatment for our citizens. The Town is heading into implementation year six of our 10-year plan.

The Capital Improvement Plan contains a recommended funding model that restructures our utility rates to ensure that we can pay for all of our capital needs. The Town proposes to restore the utility fund balance to a level that will accommodate future projects; this budget proposes a four percent increase in utility revenues to cover our aging infrastructure needs.

The Town of Valdese Utility Capital Improvement Plan calls for several investments next fiscal year.

Utility Fund Capital Projects:

Water Plant

- Raw Water Structure Roof Replacement
- Electrical Substation

Waste Water Plant

- Replace 2008 Compost Loader
- Thickener Blower
- Recycle Pump/Motor/VFD

Conclusion

I appreciate the dedicated employees of the Town of Valdese for their hard work and good stewardship of the Town's resources. Our team works hard and takes pride in carrying out their duties. I also thank Mayor Watts and the Town Council for their dedication in carrying out their responsibilities in providing leadership and guidance during the budgeting process. At this time I will take any questions that Council may have."

Councilwoman Lowman asked if any new salaried positions were added to the 2022-2023 budget. Mr. Eckard said no. Councilwoman Lowman also asked why there was an increase in part-time pay under Administration and Recreation. Finance Director Bo Weichel explained that the part-time pay under Administration is for a summer interim from ASU. Recreation increases to stay more competitive with other local Municipalities' part-time hourly wages.

Dwayne Wilson, with Dwayne Wilson Insurance, shared an alternate employee insurance quote with Council. Mr. Wilson shared that by choosing Option #1, the cost savings would be redistributed back to the employees in their HSA accounts, giving them an extra \$500.00. This would be rewarding 90% of the employees. Mr. Wilson shared that we would be raising the net exposure by \$500.00 per employee. Mr. Wilson explained that with Option 1, instead of giving BCBS nine percent of all the monies, you are only giving BCBS 2.4%, and you are giving 6.6% to the employees. Mr. Wilson went over some positives and negatives.

May 2, 2022, MB#31

Town of Valdese
 Medical Rates Only
 Renewal Effective Date: July 1, 2022

BlueCross BlueShield of North Carolina		Current Quote # 377507 Blue Options HSA	Original Renewal Quote # 401176 Blue Options HSA	Revised No Shop Renewal Quote # 401176 Blue Options HSA	Option #1 Quote # 401986 Blue Options HSA	Option #2 Quote #401987 Blue Options HSA
In-Network Deductible						
Employee Only		\$2,000	\$2,000	\$2,000	\$2,500	\$2,750
Family Member		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
Family Total		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
In-Network Out of Pocket Maximum						
Employee Only OOP Limit		\$4,000	\$4,000	\$4,000	\$5,000	\$5,500
Family Member OOP Limit		\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Family Total OOP Limit		\$8,000	\$8,000	\$8,000	\$10,000	\$11,000
In-Network Coinsurance						
Inpatient Hospital Services		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Outpatient Hospital Services		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Physician Office Visit						
In-Network Primary Care Visit		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
In-Network Specialist Visit		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Telehealth Visit	\$45 copayment	Copay could vary depending on service	Copay could vary depending on service	Copay could vary depending on service	Copay could vary depending on service	Copay could vary depending on service
Preventive Care	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Urgent Care	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Emergency Room Care	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Prescription Drugs		Enhanced 4 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary	Essential 5 Tier Formulary
Tier 1 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 2 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 3 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 4 Drugs		20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Tier 5 Drugs	N/A	20% after ded	20% after ded	20% after ded	20% after ded	20% after ded
Employee Only	72	\$617.46	\$740.83	\$673.18	\$632.54	\$615.95
Employee + Child	1	\$900.56	\$1,080.10	\$981.48	\$922.22	\$888.03
Employee + Children	3	\$1,183.72	\$1,420.09	\$1,290.42	\$1,212.51	\$1,180.71
	76	\$48,908.84	\$58,680.13	\$53,321.70	\$50,102.63	\$48,788.56
			20.0%	9.0%	2.4%	-0.2%

Submitted by Dwayne Wilson
 A Hibb Group Company
 Dwayne Wilson Insurance & Financial Services, Inc.
 (O) 828-428-0890 (F) 828-428-0896
 Dwayne@dwaynewillinsuranceservice.com

**Town of Valdese
 Medical Option #1**

Strategy Fundamentals – Renewal Stays The Same 9%

New Plan Increase = 2.4% - This amount goes to BCBSNC
 Give Diff. To Emp. = 6.6% - HSA Contribution + 500
 Give Every Employee The Savings

Currently \$4,000 Gross \$3,000 Net Option #1 \$5,000 Gross \$3,500 Net

Net \$500 The strategy is to pass the extra exposure to the employees that are using the insurance. The savings on option #1 is significant:

\$ 3,219.07 Gross Monthly Premium Savings
 \$38,628.84 Gross Annual Premium Savings

\$ 3,088.64 Net Monthly Premium Savings (Just Employees Cost) 76 Employees
 \$37,063.68 Net Annual Premium Savings (Just Employees Cost) 76 Employees

Positives

- Gives \$38,000 Back To Your Employees
- Premium Savings To Employees With Dependent Coverage (Less Out Of Their Check)
- ONLY 1 Family Member Meets Deductible -\$500 In Out-Of-Pocket Max - Less Exposure
- Unforced Benefit Change Now vs Forced Benefit Change
- This rewards employees that are healthy (HSA Monies Rollover).

Negatives

- \$500 Extra Exposure Per Employee (Potential)
- IF 2 Family Members + \$1,500 Meet Out-Of-Pocket Max*

*(MERP) Medical Expense Reimbursement Plan – Could be implemented to cover the extra expense to family certificates only. If 2 or more in a family meet their OOP max. The Town could reimburse that employee \$1,000 toward the extra \$1,500. This keeps their exposure the same as all employees. This is ONLY if a claim occurs with the 2nd dependent.

After a brief discussion, Council decided not to go with Option #1, which increases the deductible.

Councilman Ogle made a motion to go with the *Revised No Shop Renewal* option, seconded by Councilwoman Hildebran. The vote was unanimous.

Councilwoman Hildebran made a motion to set the public hearing for the FY 2022-2023 budget on Monday, June 6, 2022, at 6:00 p.m., at Valdese Town Hall, seconded by Councilman Thompson. The vote was unanimous.

COACH WAYNE OWENS COMMUNITY CENTER GYM RENOVATION PROJECT Parks & Recreation Director David Andersen presented a presentation and a contract from The Sports Flooring Group to complete the updates to the Valdese Recreation Gym.

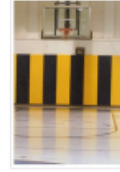
AGING FACILITY	_____	Flooring is original from 1938, scoreboards are dated or non-functioning, lobby area is in need of a refresh to meet patron expectations
FLOORING	_____	Floor has been sanded and refinished to point it can't be sanded further
FLEXIBILITY	_____	Requests to use the space from many different groups with many different interests
PATRON EXPECTATIONS	_____	Lack of comfortable, modern amenities and conveniences

**THE GYM:
CONCERNS**



**THE GYM
TODAY**





THE SPORTS FLOORING GROUP: \$219,077

(AT LEAST \$93,000 IN DONATIONS)

Includes:

- Floor demolition and new floor install, design, and finish
 - Retracting bleachers with electronic control
- Six (6) retractable basketball goals with remote operation
 - Divider Curtain with electric control
 - Safety padding along walls
 - LVT for lobby space

Mr. Andersen explained that the contract included a floor demo with new flooring installed, retracting bleachers, six retractable basketball goals, a divider curtain, safety padding along the walls, and LVT flooring for the lobby area. Mr. Andersen shared that the total amount for this project comes to \$219,077, including Option 2 of the contract to install subflooring. Mr. Andersen did receive an additional quote from a company in Raleigh, but it was \$15,000 higher. Councilman Ogle asked what kind of warranty comes with the flooring system, and Mr. Andersen shared that it comes with a 25-year warranty. Councilwoman Hildebran asked how much money in donations we have. Mr. Andersen shared that the total donations right now are \$142,000. Mr. Andersen shared that there will be an additional cost associated with this project including painting, scoreboards, and electrical.

	<p>The Sports Flooring Group 5512 Cannon Drive Monroe, NC 28110 Phone: 704-821-2550 Fax: 704-821-2553</p>	<p>VALDESE REC CENTER REFURBISH FLOOR, BLEACHERS BB GOALS, LOBBY,</p>
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<p>DAVID ANDERSON DIRECTOR</p>		<p>Date: 4/30/22 Rep.: Brian Cockfield</p>
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EPAGGALEA, LLC IS A REGISTERED HUB "WOMAN OWNED" BUSINESS.

OUR PROPOSAL

HARDWOOD FLOOR SYSTEM - REMOVE THE EXISTING MAPLE FLOOR AND DISPOSE INTO DUMPSTERS. INSPECT THE EXISTING SUBFLOOR FOR UNFORSEEN REPAIRS (AND/OR) LEVELING. SHOULD THERE BE ANY CONCERNS, IT WILL BE NOTED AND IMMEDIATELY BROUGHT TO THE OWNERS ATTENTION

DELIVER AND INSTALL JUNCKERS PREMIUM 7/8" BEECH CLIP-DIN FLOATING FLOOR OVER 10MM CLOSED CELL FOAM WITH STAINLESS STEEL CLIPS. GAME LINES AND GRAPHICS WILL INCLUDE MAIN BB AND VB, SIDE BB LANES AND VOLLEYBALL, VALDESE P&R LOGO AT CENTER COURT. COLORS AND RENDERINGS WILL BE SUBMITTED AND APPROVED BY THE OWNER BLEACHERS - PER NC CODE STANDARDS, AFTER THE FLOOR IS INSTALLED, WE WILL DELIVER AND INSTALL 5 ROW 76' LONG BLEACHERS BY SHERIDAN SEATING. MOLDED SEAT MODULES, ELECTRIC OPERATION BY PENDANT CONTROLLER. ISLES WILL HAVE READY RAILS. 18" SEAT MODULES WILL BE INSTALLED TO YIELD 218 NET SEATS. R.A.D.A. HANDICAP FLEX ROWS WILL BE INCLUDED. SAFETY RAILS WILL BE INCLUDED ON BOTH ENDS AT EACH ROW.

ATHLETIC EQUIPMENT GOALS - WE WILL REMOVE AND DISPOSE OF EXISTING FIXTURES AND WILL DELIVER AND INSTALL 6 EACH CENTER STRUT IPI BY BISON BASKETBALL GOAL SYSTEMS THAT WILL BE A REMOTE-CONTROLLED FORWARD FOLD OPERATION. EACH SYSTEM WILL INCLUDE 42 X 72 GLASS BACKBOARDS, BREAKAWAY RIMS, PRE-MOLDED BOLT ON BACKBOARD PADS, HEIGHT ADJUSTERS AND ONE HAND- HELD ELECTRIC TOOL FOR HEIGHT ADJUSTMENT

- WALL PADS - 7 EACH IPI BY BISON 2' X 6' X 2" PANEL WALL PADS IN FOUR LOCATIONS - TOTAL 28
- GYM DIVIDER - 20' HEIGHT BY 40' WIDE ELECTRIC FOLD BY IPI BISON. THE CURTAIN WILL BE 10' SOLID VINYL BOTTOM AND MESH TOP
- SLEEVES AND COVER PLATES - 3 1/2" - SIDE COURT SLEEVES FOR SIDE VOLLEYBALL *NOTE* WE WILL DETERMINE WHICH UPRIGHT STANDARD SYSTEM TO INSTALL BASED ON CURRENT CONDITIONS AND AS THE EXISTING FLOOR IS REMOVED

LOBBY DELIVER AND INSTALL LVT OR SUITABLE APPROVED PRODUCT ALLOWANCE IS \$10,000. **\$210,373.00**

ANY REPAIRS OR EXTRA SUBFLOOR SUPPORT WILL BE CONSIDERED AN UNFORSEEN ISSUE. ANY ADDITIONAL COSTS WILL BE DETERMINED AND DISCUSSED PRIOR TO PROCEEDING.

- OPTIONS - 1) ADD ONE LAYER OF 1 X 6 S4S SYP SUBFLOOR ACROSS WIDTH @ 12" ON CENTER + \$3,737.00
 2) ADD 2 LAYERS 1 X 6 SUBFLOOR AT 35" 6" APART BOTTOM LAYER & 2" TOP LAYER + \$8,704.00
 3) ADD 1 LAYER OF OSB 5/8" SUBFLOOR OVER THE ENTIRE EXISTING SUBFLOOR + \$12,009.00*
- BASED ON CURRENT MARKET PRICE

- THE CENTER COURT LOGO PRICING IS BASED ON PAINTING WITHIN THE 12' JUMP CIRCLE. LARGER SIZES CAN BE DONE. THE PRICE WOULD BE BASED ON SIZE AND MEDIA
- OUTER BASELINES LETTERS ARE AVERAGED AT 24" - \$50.00 EA, 30" - \$60.00 EA, 36" - \$70.00 EA.
- ELECTRIC SERVICE BOX TO BLEACHER INSTALLED BY OTHERS
- STANDARD ELECTRIC SUPPLY TO BB GOAL CONTROLLER AND MOTORS BY OTHERS

ALL NC SALES AND USE TAX IS INCLUDED

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WILL BE IN ACCORDANCE WITH OWNER SPECIFICATIONS, DETAILS AND DRAWINGS. ALL WORK IS PERFORMED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY CHANGES MUST BE SUBMITTED IN WRITING.

Respectfully Submitted BT Cockfield Brian Cockfield, President

We agree to terms set forth and accept this proposal

 Title _____ Date _____

 This proposal may be withdrawn if not accepted within 30 days

Town Attorney Tim Swanson recommends a few edits to the contract. Under **ALL NC SALES AND USE TAX IS INCLUDED**, it should say, *All work is performed and approved in a workmanlike manner.* Town Manager Seth Eckard said that we would make that change.

Councilman Ogle made a motion to approve the contract in the amount of \$219,077, seconded by Councilwoman Lowman. The vote was unanimous.

RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT Parks and Recreation Director David Andersen asked Beth Heile to come up to present something to Council. Ms. Heile presented the Town of

Valdese with a \$57,500 check for the McGalliard Creek Bridge Project from the Friends of the Valdese Rec. Ms. Heile shared that the check got to the FVR by a direct appropriation from the State budget, which we have Representative Hugh Blackwell to thank.

Mr. Andersen shared the Recreational Trails Program grant contract between Valdese and the State for the suspension bridge connecting McGalliard Falls and Valdese Lakeside Park. The grant is in the amount of \$100,000.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION NUMBER: 56-6001355

This Contract is hereby made and entered into this Wednesday, May 11, 2022, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the **Town of Valdese**, (the "Grantee") (referred to collectively as the "Parties") for the **Valdese Lakeside Greenway Connector Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. Contract Documents: This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2022-1860

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- (8) Federal Assurances - Compliance Form
- (9) Application Signature Page
- (10) Insurance Requirement Notification Form
- (11) Grant Administrative and Programmatic Conditions
- (12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective for a period of three (3) years from the date of the Secretary Award letter, 18 day of April, 2022, and expires on 17 day of April, 2025.

4. Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

a. Complete Environmental Review and obtain & abide by any required permits;

i. Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.

b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;

i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.

c. Request reimbursement for eligible expenses at a minimum of every six (6) months;

d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;

i. Grantee must complete the Project within the term of this Contract.

e. Request final reimbursement prior to the termination or expiration of this Contract;

f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.

5. **Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed	
one hundred thousand Dollars	\$100,000.00

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$100,000.00	4602	536425	2803

a. The Grantee's matching requirement is \$25,000.00 , which shall consist of:

In-Kind		\$25,000.00
Cash		\$0.00

b. The Grantee has committed to an additional \$25,000.00 to complete the project as described in the Grantee's response to Agency's call for grant proposals.

In-Kind		\$25,000.00
Cash		\$0.00

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is \$150,000.00 .

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S.143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice

of Certain Reporting and Audit Requirements which is attached.

11. Payment Provisions: The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

12. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period. Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

13. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
Talivia Brodie NC Division of Parks and Recreation test MSC 1615 Raleigh, NC 27599-1615 (919) 707-9320 talivia.brodie@ncparks.gov	
Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
David Andersen Town of Valdese PO Box 339 Valdese, NC 28690 (828) 874-6733 Ext: null dandersen@valdesenc.gov	David Andersen Town of Valdese PO Box 339 Valdese, NC 28690 (828) 874-6733 Ext: null dandersen@valdesenc.gov

14. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. Supplantation of Expenditure of Public Funds: The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal EVerify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
-

2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
-


- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.
-


20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE
Title
Printed Name
Grantee's Signature


NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Title
Printed Name
Authorized Agent's Signature


NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
 2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
 3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
 4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
 - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
 - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
 - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
 6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
 7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, Master Card, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
 8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
 9. **INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.
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10. ADVERTISING: Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.

11.ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.

12.ASSIGNMENT: No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

- a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. GENERAL INDEMNITY: The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
 16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
 17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
 18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
 19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
 20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
 21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
 22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
 23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
 24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
 25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
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Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 -- A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
 - (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An accounting of the State funds received, used, or expended; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 -- A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
 - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
 - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

Other Provisions:


1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management(OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
 2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grant or agencies in connection with requests for direct appropriation of state aid by the General Assembly.
 3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part(a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
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FEDERAL CERTIFICATION REGARDING DRUG-FREE WORPLACE REQUIREMENTS
(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about
 - (1)The dangers of drug abuse in the workplace;
 - (2)The Contractor's policy of maintaining a drug-free workplace;
 - (3)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notify the Department within ten days after receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.


Date
Agency/Organization
Town of Valdese
Title
Signature


FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Date
Agency/Organization
Town of Valdese
Title
Signature


**FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED TRANSACTIONS
(Requirement of Governmental Agencies and Non-Profit Organizations)
Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used *in* this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
-

Date
Agency/Organization
Town of Valdese
Title
Signature


**RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM**
(Requirement of Governmental Agencies and Non-Profit Organizations)


As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: Town of Valdese

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1,1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- 13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with (O 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
- 17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
- 18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
- 19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit

<https://www.ebs.nc.gov/VendorDirectory/default.html>

Date
Agency/Organization
Town of Valdese
Title
Signature


**NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE**

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."


"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Date
Agency/Organization
Town of Valdese
Title
Signature

Attested By


Note: Organizations applying for RTP funding for a project located on land managed by another party (governmental agency or private entity) must have the approval of the agency representative with signature authority of the affected land managing agency. This approval is to be represented by the signature of the agency representative below.

Approved on
Agency/Organization
Title
By



FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM
(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Date
Agency/Organization
Town of Valdese
Title
Signature




Recreational Trails Program

Number: 20.219

Agency: Department of Transportation Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with

other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.) The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review

Application Procedures (092):

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):

Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm. This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)**Reports (111):**

No reports are required.

Audits (112):

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)**Account Identification (121):**

69-8083-0-7-401.

Obligations (122):

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)**Regional or Local Office (151):**

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Place Holder for Secretary Award Letter

Please reference the Secretary Award Letter under Attachments in the Grant Management System (GMS).

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Place Holder for Application Form

Please reference the Application form in the Grant Management System (GMS).

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Deliverables from Application									
DIL	Item Type	Description	Accom. By	Unit(s)	Units of Meas.	Rate	RTP Funds	Match Funds	Total Amount
1	P001 New Trail/Greenway - Unpaved	Turnkey cost to engineer and install suspension bridge as proposed.	Contracted	150	linear feet	1,000	\$100,000.00	\$50,000.00	\$150,000.00
Sub Total(s)							\$100,000.00	\$50,000.00	\$150,000.00

Councilwoman Hildebran made a motion to approve the Recreational Trails Program grant agreement in the amount of \$100,000, seconded by Councilman Thompson. The vote was unanimous.

ADOPTION OF SENATE BILL 300 POLICE ORDINANCE CHANGES Town Attorney Tim Swanson shared that SB 300 Ordinance changes were introduced to Council at the April 4, 2022, meeting and needed to be voted on at this meeting.

ORDINANCE AMENDING ENFORCEMENT OF CERTAIN SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES BY ADDING/REVISING CRIMINAL PENALTIES

WHEREAS, Part XIII of Session Law 2021-138 (S.L. 2021-138) removes the presumption that all local ordinances may be enforced criminally as provided in North Carolina General Statute 160A-175; and

WHEREAS, S.L. 2021-138 amends G.S. 160A-175(b) to state that ordinances may be enforced criminally as provided in N.C.G.S. 14-4 “only if the city specifies such in the ordinance;” and

WHEREAS, to comply with the session law, Town Council desires to amend certain sections of the Code by specifying which sections carry a criminal penalty.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Reference to Section 160A-175 Enforcement of ordinances.

Reference to Section 160A-175 shall be deleted and replaced with the following:

(a) A city shall have power to impose fines and penalties for violation of its ordinances, and may secure injunctions and abatement orders to further insure compliance with its ordinances as provided by this section.

(b) Except for the types of ordinances listed in subsection (b1) of this section, violation of a city ordinance may be a misdemeanor or infraction as provided by G.S. 14-4 only if the city specifies such in the ordinance. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4. Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.

(b1) No ordinance of the following types may impose a criminal penalty:

- (1) Any ordinance adopted under Article 19 of this Chapter, Planning and Regulation of Development, or its successor, Chapter 160D of the General Statutes, except for those ordinances related to unsafe buildings.
- (2) Any ordinance adopted pursuant to G.S. 160A-193.1, Stream-clearing programs.
- (3) Any ordinance adopted pursuant to G.S. 160A-194, Regulating and licensing businesses, trades, etc.

- (4) Any ordinance adopted pursuant to G.S. 160A-199, Regulation of outdoor advertising or, its successor, G.S. 160D-912, Outdoor advertising.
- (5) Any ordinance adopted pursuant to G.S. 160A-201, Limitations on regulating solar collectors or, its successor, G.S. 160D-914, Solar collectors.
- (6) Any ordinance adopted pursuant to G.S. 160A-202, Limitations on regulating cisterns and rain barrels.
- (7) Any ordinance adopted pursuant to G.S. 160A-304, Regulation of taxis.
- (8) Any ordinance adopted pursuant to G.S. 160A-306, Building setback lines.
- (9) Any ordinance adopted pursuant to G.S. 160A-307, Curb cut regulations.
- (10) Any ordinance regulating trees.

(c) An ordinance may provide that violation shall subject the offender to a civil penalty to be recovered by the city in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance.

(c1) An ordinance may provide for the recovery of a civil penalty by the city for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the city for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may be enforced by injunction and order of abatement, and the General Court of Justice shall have jurisdiction to issue such orders. When a violation of such an ordinance occurs the city may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular.

In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt, and the city may execute the order of abatement. The city shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

(f) Subject to the express terms of the ordinance, a city ordinance may be enforced by any one, all, or a combination of the remedies authorized and prescribed by this section.

(g) A city ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

(h) Notwithstanding any authority under this Article or any local act of the General Assembly, no ordinance regulating trees may be enforced on land owned or operated by a public airport authority.

N.C. Gen. Stat. § 160A-175 (Lexis Advance through Session Laws 2021-179 of the 2021 Regular Session of the General Assembly, but does not reflect possible future codification directives relating to Session Laws 2021-163 through 2021-179 from the Revisor of Statutes pursuant to G.S. 164-10)

Section 1-1005 Penalty; not exclusive remedy; continuing violations.

Section 1-1005 shall be deleted and replaced with the following:

(a) Unless this code provides otherwise, violation of any provision hereof shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

(b) Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person who shall violate a provision of this chapter enforceable as an infraction shall be required to pay a penalty of not more than fifty dollars (\$50.00). An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.

(c) By express statement, an ordinance contained herein may provide for its enforcement by other remedies, as authorized in G.S. 160-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of such remedies.

(d) An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Section 3-2004 Same; duties as fire inspector.

Section 3-2004(e) shall be deleted and replaced with the following:

(e) He shall cause the removal of fire hazards by serving proper orders to the owner or agent of premises in question, such orders to state a reasonable time limit. Any person who fails to comply with such order shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 3-2021 Fire prevention and protection.

Section 3-2021(h)(1) shall be deleted and replaced with the following:

(1) Any person(s) who shall violate any of the provisions of the Code hereby adopted, or failure to comply with any judicial warrant, lawful order, or regulation made thereunder, or who builds in violation of any specifications or plans submitted and approved thereunder, or any permit issued thereunder, shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this Code, whichever is less. Each day that such violation continues shall constitute a separate offense. In the name of the town, the fire chief, through the town attorney, may file suit to enjoin the construction or maintenance of any facility, building, or structure which does not conform to the provisions of the Code.

Section 4-1009 Same; penalty for violation section 4-1008.

Section 4-1009 shall be deleted and replaced with the following:

A violation of section 4-1008 shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-1029 Violation; penalty.

Section 4-1029 shall be deleted and replaced with the following:

Any person who shall violate a provision of this article shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 4-1058 Violations and penalty.

Section 4-1058(1) and (2) shall be deleted and replaced with the following:

In addition to and separated from other remedies provided in this article or otherwise provided by law, a violation shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 4-2011 Dumping or littering on public or private property.

The State Law Reference shall be deleted.

Section 4-2030 Penalties and remedies.

Section 4-2030 shall be deleted and replaced with the following:

(a) A violation of any of the provision of Articles B or Article C of this chapter shall subject the offender to a civil penalty of \$100. If the offender fails to pay this penalty within fifteen calendar days after being cited for a violation, the penalty may be recovered by the town in a civil action in the nature of a debt.

(b) Each day that any violation continues after a person has been notified that such violation exists and that he is subject to the penalties specified in subsection (a) of this section shall constitute a separate offense.

(c) This chapter may also be enforced by any appropriate equitable action, including injunctions or orders of abatement.

(d) The town may enforce this chapter by any one of or any combination of the foregoing remedies.

Section 5-2032 Penalties.

Section 5-2032(b) shall be deleted and replaced with the following:

(b) A continued violation beyond the established time limit specified in the written notice served in Section 5-2032(a) shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 6-2023 Same; violation.

Section 6-2023 shall be deleted and replaced with the following:

Any person found guilty of violating sections 6-2021 and 6-2022 shall be shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less. Any person violating any of the provisions of this article shall become liable to the town for any expense, loss, or damage occasioned the town by reason of such violation.

Section 7-1031 Obedience to signs, etc., generally.

Section 7-1031 shall be deleted and replaced with the following:

Any person failing or refusing to comply with the directions indicated on any sign, marker or device for the control or direction of traffic erected or placed in accordance with the provisions of this chapter when so placed or erected shall be guilty of an infraction as provided by G.S. 14-4(b) and shall be required to pay a penalty of not more than fifty dollars (\$50.00). This section shall not be construed to apply when the driver of a vehicle is otherwise directed by a police officer or when an exception is granted to the driver of an authorized emergency vehicle under section 7-1026.

Section 7-1053 Driving at reduced speeds.

Section 7-1053 shall be deleted and replaced with the following:

(a) No person shall drive a motor vehicle at such slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with law. Police officers are hereby authorized to enforce this provision by directions to drivers, and in the event of willful disobedience of this provision and refusal to comply with the direction of an officer in accordance herewith, the continued slow operation by a driver shall be a an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

(b) A violation of any of the provisions of the speeds set forth in this section shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00).

Section 7-1231 Unauthorized removal of traffic citation from vehicle.

Section 7-1231 shall be deleted and replaced with the following:

It shall be unlawful to remove a traffic citation from a vehicle, or to permit it to be removed, except for the purpose of answering the charge for which it was issued. Any violation of this section shall be shall be an infraction as provided by G.S. 14-4(b) punishable by a penalty of not more than fifty dollars (\$50.00). Each separate violation of this section shall be considered a separate offense.

Section 8-2055 Penalties.

Section 8-2055(a) shall be deleted and replaced with the following:

(a) A violation of this chapter shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate a provision of this chapter enforceable as a criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-3014 General penalty.

Section 8-3014 shall be deleted and replaced with the following:

Violation of any provision of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Citation shall be in writing, signed by the code enforcement officer and shall be delivered or mailed to the offender either at the residence or at the place of business or at the place where the violation occurred. Each day's continuing violation shall be a separate and distinct offense. Any action to recover such civil penalty may be joined in action for appropriate equitable or other legal remedy, including injunctions and orders of abatement and including an action to recover damages owing to the town by reason of expenses incurred by the town in abating, correcting, limiting and otherwise dealing with the harmful effects of the offending action.

Section 8-4011 Penalties.

Section 8-4011 shall be deleted and replaced with the following:

(a) Any violation of the articles of this chapter shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00), to be recovered by the town in a civil action in the nature of a debt if the offender does not pay within a period of seventy-two (72) hours after he has been cited for violation of the ordinance. Violators shall be issued a written citation. Such citation shall be served by either first class mail, personal service or posted at the front door. Any of these methods of service shall be conclusively presumed to be valid, and no owner or occupant shall refuse service of the citation.

(b) Each day's continuing violation shall be considered a separate and distinct offense.

(c) Notwithstanding subsection (a) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

Section 8-6001 Unnecessary noises prohibited; enforcement and penalties.

Section 8-6001(b)(3) shall be deleted and replaced with the following:

(3) A violation of this section shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6023 Gambling.

Section 8-6023 shall be deleted and replaced with the following:

If any person play at any game of chance at which any money, property or other thing of value is bet, whether the same be in stake or not, both those who play and those who bet thereon shall be guilty of a Class 3 misdemeanor as provided by G.S. 14-4(a) and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-6024 Indecent exposure.

Section 8-6024 shall be deleted and replaced with the following:

Any person who in any place willfully exposes his person, or private parts thereof, in the presence of one or more persons of the opposite sex whose person, or the private parts thereof, are similarly exposed, or who aids or abets in any such act, or who procures another so as to expose his person, or the private parts thereof, shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall willfully make any indecent public exposure of the private parts of his person in any public place, street or highway shall be guilty of a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 8-10005 Penalty.

Section 8-10005 shall be deleted and replaced with the following:

Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1085 Issue of complaint; hearing; determination of unfit dwelling; abatement procedure.

Section 9-1085(d) shall be deleted and replaced with the following:

(d) If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, the official may cause such to be repaired, altered or improved or to be vacated and closed, and may cause to be posted on the main entrance of any dwelling so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall be a misdemeanor as provided by G.S. 14-4(a). Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1088 Unauthorized removal of posted complaint, notice or order.

Section 9-1088 shall be deleted and replaced with the following:

No person without the written consent of the town manager or appointed agent shall remove or permit the removal of any complaint, notice or order posted in accordance with the provisions of this article. Any person who shall violate this section shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-1099 Failure to comply with order.

Section 9-1099 shall be deleted and replaced with the following:

If the owner of a building or structure fails to comply with an order issued pursuant to G.S. 160A-429 from which no appeal has been taken, or fails to comply with an order of the Town Council following an appeal, he or she shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less, as provided by G.S. 14-4. Every day such person shall willfully fail or refuse to comply with any final order or direction of the code enforcement officer or Town Council made by virtue and in pursuance of this article shall constitute a separate and distinct offense.

Section 9-2006 Penalties for violation.

Section 9-2006 shall be deleted and replaced with the following:

After the effective date of this chapter, any person who, being the owner or agent of the owner of any land located within the jurisdiction of this chapter, thereafter subdivides such land in violation of the chapter or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such chapter and recorded in the office of the Burke County register of deeds, shall be subject to the penalties listed below. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring land shall not exempt the transaction from this penalty. The town, through its attorney or other official designated by the Council, may enjoin illegal subdivision, transfer, or sale of land by injunction.

(a) A violation of this chapter shall be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the tax collector at the Valdese Town Hall within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) The provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all, or a combination of the remedies authorized herein.

Section 9-3120 Penalties for violations.

Section 9-3120 shall be deleted and replaced with the following:

(a) Any person who shall violate a section of this chapter punishable by criminal penalty shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

(b) A violation of this chapter shall also be a civil offense and shall subject the offender to a civil penalty in the amount of fifty dollars (\$50) per day that the violation continues. Any person violating this chapter shall be issued a written citation. The penalty shall be paid to the town within seventy-two (72) hours from the time of issuance of the written citation.

(b) Each day's continuing violation shall be a separate and distinct offense.

(c) In addition to the penalties imposed under Subsections 9-3120(a) and (b) above, the provisions of this chapter may also be enforced through equitable remedies issued by a court of competent jurisdiction including injunction and order of abatement.

(d) This chapter may be enforced by any one, all or a combination of the remedies authorized herein.

Section 9-3133 Proceedings of the Board of Adjustment.

Section 9-3133(b) shall be deleted and replaced with the following:

(b) The Chair of the Board or any member acting as Chair and the Clerk to the Board are authorized to administer oaths to witnesses in any matter coming before the Board. Any person who, while under oath during a proceeding before the Board of Adjustment, willfully swears falsely shall be guilty of a Class 3 misdemeanor and may be fined not more than five hundred dollars (\$500.00), or such other maximum amount as shall be authorized by North Carolina General Statutes or specifically established in this code, whichever is less.

Section 9-3170 Penalties.

Section 9-3170 shall be deleted and replaced with the following:

Any person found guilty of violating any provisions of this article shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3203.8 Penalties for violation.

Section 9-3203.8 shall be deleted and replaced with the following:

A violation of the provisions of this article or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall subject the offender to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations. Nothing herein contained shall prevent the town from taking such other lawful action as is necessary to prevent or remedy any violation.

Section 9-3204.3 Duties and responsibilities of the Floodplain Administrator.

Section 9-3204.3(16) shall be deleted and replaced with the following:

(16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this article, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Any person found guilty of violating a stop work order shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3204.4 Corrective procedures.

Section 9-3204.4(5) shall be deleted and replaced with the following:

(5) Failure to comply with order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, he or she shall be subject to a civil penalty in the amount of fifty dollars (\$50.00) per day for each day the violation continues, to be recovered by the Town in a civil action in the nature of debt if the offender does not pay the penalty within ten (10) days after he or she has been cited for the violations.

Section 9-3305.2 Remedies and penalties.

Section 9-3305.2(c) shall be deleted.

Section 9-3503 Remedies and penalties.

Section 9-3503(a)(6) shall be deleted.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to confirm the adoption of the ordinance amendments to comply with SB300, seconded by Councilwoman Lowman. The vote was unanimous.

AMENDMENT TO ANIMAL CONTROL ORDINANCE Police Chief Jack Moss shared that this proposed ordinance change would allow the Town Manager and at least one other member appointed by the Town Council to serve on the Animal Control Appellate Board. Town Manager Seth Eckard explained that we would bring the appointments to the Council at the next meeting.

ORDINANCE AMENDING ANIMAL CONTROL ORDINANCE

WHEREAS, N.C.G.S. § 67-4.1(c) provides that the “county or municipal authority responsible for animal control shall designate a person or Board to be responsible for determining when a dog is a “potentially dangerous dog” and shall designate a separate Board to hear any appeal”;

WHEREAS, Section 8-2041(f) of the Animal Control Ordinance provides that at the conclusion of a dangerous animal investigation, the Chief of Police or the person designated to decide such issues shall review the investigation report and determine whether or not the animal under investigation is dangerous. Pursuant to Section 8-2031(h) of the Animal Control Ordinance, at any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five days after service of the initial order entered at the conclusion of the dangerous animal investigation, the owner may request a hearing before the Valdese Town Manager. Pursuant to Section 8-2041(i) of the Animal Control Ordinance, the Town Manager must render his or her decision within five (5) days after the hearing affirming, vacating or modifying the initial order; and

WHEREAS, Town Council desires to amend certain sections of the Animal Control Ordinance to bring it into compliance with N.C.G.S. § 67-4.1(c).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF VALDESE, THAT THE FOLLOWING SECTIONS OF THE TOWN OF VALDESE CODE OF ORDINANCES ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1: AMENDED PROVISIONS.

Section 8-2041(h) and (i) shall be deleted and replaced with the following.

(h) Hearing. At any time after notification that a complaint has been filed and that an investigation will be conducted, but not later than five (5) days after the service of the initial order, an owner may request in writing a hearing before the Animal Control Appellate Board. The Animal Control Appellate Board shall consist of the Town Manager and at least one additional (1) member duly appointed by Town Council. The Animal Control Officer conducting the initial investigation shall not be a member of the Animal Control Appellate Board. The request for a hearing shall be filed with the office of the Town Clerk. The hearing shall then be scheduled as soon as reasonably possible and notice of the hearing shall be issued to the person requesting the hearing. The owner shall have the right to appear and to offer such proof as may be relevant.

(i) Decision. Animal Control Appellate Board shall render its decision within five (5) days after the hearing. The decision shall be in writing and may affirm, vacate or modify any prior orders entered. A copy of the decision shall be provided to the owner in the same manner provided by paragraph (g) above.

SECTION 2: SEVERABILITY.

If any portion of this Section is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3: REPEALED.

All ordinance provisions of the Town of Valdese Code of Ordinances which are not in conformance with the provisions of this Amendment occurring herein are repealed as of the effective date of this Ordinance.

SECTION 4: EFFECTIVE DATE.

The amendments to this Ordinance shall become effective immediately upon adoption.

ORDAINED by the Town Council for the Town of Valdese, North Carolina, this the _____ day of _____, 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilman Ogle made a motion to approve the amendment to the Animal Control Ordinance, seconded by Councilman Thompson. The vote was unanimous.

GRANT PROJECT ORDINANCE AMENDMENT – AMERICAN RESCUE PLAN Finance Director Bo Weichel shared that under the guidance of the School of Government and the WPCOG, it is recommended to adopt this standard allowance and spend it on Government services.

TOWN OF VALDESE
AMERICAN RESCUE PLAN ACT of 2021:
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
GRANT PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the town council of the Town of Valdese, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Valdese (Town) has received the first tranche in the amount of \$704,321.65 of CSLFRF funds. The total allocation is \$1,408,642.70, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

Section 3: The existing Grant Project Ordinance adopted May 12th, 2021 and amended August 2nd, 2021 will be adjusted as follows:

REVENUE		Existing budget	Amended budget	Account Code
	Proceeds for General Fund	\$ 508,643	\$ 0	77-3970-001
	Proceeds for Utility Fund	900,000	0	77-3970-002
EXPENDITURE				
	General Capital Outlay	508,643	0	77-4200-740
	Utility Capital Outlay	900,000	0	77-8120-740

Section 3: The following amounts are appropriated for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds	Account code
01	Project Administration	6.1	Contract	\$ 10,000.00	77-4200-040
02	Fire and Police services for period of July 1, 2021 through December 31, 2024	6.1	Salaries	\$ 1,398,642.70	77-5100-020
	TOTAL			\$ 1,408,642.70	

Section 4: The following revenues are anticipated to be available to complete the project:

Description	Revenue	Account code
ARP/CSLFRF Funds	\$1,408,642.70	77-3970-003
Total:	\$1,408,642.70	

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town, whichever occurs sooner.

Adopted this __2__ day of __May__ 2022.

/s/ Charles Watts, Mayor

ATTEST:
/s/ Town Clerk

Councilwoman Lowman made a motion to approve the Grant Project Ordinance Amendment, seconded by Councilwoman Hildebran. The vote was unanimous.

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

Old Colony Players presents "The Hunchback of Notre Dame," May 5-7 and 13-14, 2022, at 7:30 p.m. at the Fred B. Cranford Amphitheatre. Visit www.oldcolonyplayers.com for location information and to purchase tickets.

Coffee with the Chief, Thursday, May 12, 2022, 9:00 a.m. at Old World Baking Company.

Granville Morrow Fun Fish Day is scheduled for Saturday, May 14, 2022, 9:00 a.m. – 1:00 p.m. at McGalliard Falls. Register by calling 828-879-2132.

Family Friday Nights Kickoff Celebration is scheduled for Friday, May 27, 2022, 7:00 p.m. – 10:00 p.m., with Tim Clark Band, at the Temple Field. Concerts will continue every Friday until September 2, 2022.

Town Offices Closed on Monday, May 30, 2022, in Observance of Memorial Day.

MAYOR AND COUNCIL COMMENTS:

Councilwoman Hildebran expressed her support for our Town staff. Councilwoman Hildebran shared that there is a lot of misinformation going around, and Council needs to support staff. Councilwoman Hildebran believes that our employees are committed and dedicated. Councilwoman Hildebran shared that we are local government, which is different from the county, and state governments and we are all different from the private sector. What we do is governed by our ordinances and policies. Mayor Watts agrees with Councilwoman Hildebran and feels we are blessed to have the staff we have.

Mayor Watts thanked the staff that responded to the Alba Mill fire last week. Mayor Watts said the Police were quickly on the scene blocking off the road. The Fire Department operated quickly, and mutual aid was onsite helping. Mayor Watts shared that he was excited about the little league baseball games at McGalliard Park ball field. Mayor Watts thanked Community Affairs Director Morrissa Angi's team for the successful Spring Craft Show. Mayor Watts also thanked our Tax Collector, who has a 97% tax collection rate and is doing a great job.

CLOSED SESSION: Mayor Watts called for a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. At 7:36 p.m., Councilman Ogle made a motion to recess into Closed Session pursuant to NC General Statute 143-318.11 (a) (6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee. Councilwoman Hildebran seconded the motion. The vote was unanimous.

At 7:52 p.m., Councilman Ogle made a motion to return to Open Session, seconded by Councilman Thompson. The vote was unanimous.

TOWN MANAGER'S CONTRACT ADJUSTMENT: Councilman Thompson made a motion to increase the Town Manager's salary by 7%, seconded by Councilwoman Hildebran. The vote was unanimous.

ADJOURNMENT: At 7:53 p.m., there being no further business to come before Council, Councilman Ogle made a motion to adjourn, seconded by Councilwoman Lowman. The vote was unanimous.

The next meeting is a regularly scheduled meeting on Monday, June 6, 2022, 6:00 p.m.

Town Clerk
jl

Mayor