

**TOWN OF DALLAS**  
**MINUTES FOR BOARD OF ALDERMEN MEETING**  
**JUNE 11, 2018**  
**6:00 PM**

The following elected officials were present: Mayor Coleman, Alderwoman Thomas, Alderman Huggins, Alderman Withers, Alderman Cearley, and Alderwoman Morrow.

The following staff members were present: Maria Stroupe, Town Manager; Da'Sha Leach, Town Clerk; Tom Hunn, Town Attorney; Allen Scott, Police Chief; Tiffany Faro, Development Services Director; Bill Trudnak, Public Works Director; Jonathan Newton, Finance Director; Robbie Walls, Police Captain; Steve Lambert, Fire Chief; Doug Huffman, Electric Director and Steven Aloisa, Recreation Director.

Mayor Coleman called the meeting to order at 6:00 pm. He opened with the Invocation and the Pledge of Allegiance to the Flag followed. He welcomed everyone to the meeting.

Mayor Coleman read the meeting rules for the audience. He asked if there were any additions or deletions to amend the agenda. Alderman Huggins made a motion to approve the agenda with added item in New Business 10D, seconded by Alderman Cearley, and carried unanimously.

Alderwoman Thomas made a motion to approve the minutes from May 14<sup>th</sup> Regular Meeting and June 21<sup>st</sup> Work Session as presented, seconded by Alderman Cearley, and carried unanimously.

**Consent Agenda:**

**Item 5A** was the Authorizations of Submission of Written Off Accounts to NC Debt Setoff

**Item 5B** was July 4<sup>th</sup> Concert and Fireworks (Exhibit A)

**Item 5C** was Facebook Policy/Disclaimer Statement (Exhibit B)

**Item 5D** Enforcement of State Fire Code Interlocal Application (Exhibit C)

**Item 5E** Statement of Work for CDBG Neighborhood Revitalization Application (Exhibit D)

Alderman Huggins made a motion to approve the Consent Agenda, seconded by Alderman Withers, and carried unanimously.

**Recognition of Citizens:**

Mr. William Frietch was recognized by Chief Lambert for his 20 year service with the Town of Dallas Fire Department. Mr. Frietch is greatly appreciated for his service to the community.

Ms. Donna Wallace was recognized by Chief Lambert due to her experience with Cardiac arrest. She was brought back to life by several Fire Department members since they are the first responders in an emergency scene. Chief Lambert gave a lifesaving coin and he allowed Ms. Wallace to give the Firemen a coin while she thanked them. She didn't recall the experience but was glad they saved her life. The Firemen are greatly appreciated for their service to the community.

Mr. Curtis Wilson, 438 S. Gaston St., He prayed for the community and Board.

## **Special Events & Requests for In-Kind Services: NONE**

### **Public Hearings:**

**Item 8A** was a Public Hearing for the proposed Budget Ordinance for Fiscal Year 2018-2019, including the proposed fee schedules. An original proposal was submitted to the Board on March 21, 2018 for review at a Budget Work Session held on March 26, 2018. A proposal modified from this work session was submitted to the Board on May 14, 2018 for review at a Budget Work Session held on May 21, 2018. This proposal has been modified by discussions held during the Board's two previous budget work sessions. A copy of this proposed budget was submitted to the Board on May 25, 2018. As proposed, the FY2018-19 budget for the Town of Dallas would total \$16,443,673. The budget is based upon Ad Valorem (property) tax rate of \$0.40 (which reflects not change), a \$5.00 per vehicle adjustment to the Motor Vehicle Fee, no changes to the Water & Sewer rates, no changes to the Electric rates, and a 25¢ increase in the Storm water per unit fee. Alderman Cearley made a motion to enter the Public Hearing, seconded by Alderwoman Thomas and carried unanimously. There was some questions between the Board and Staff to clarify a few items. Mayor Coleman asked to audience members if they had any questions, or comments. Alderwoman Thomas made a motion to exit the Public Hearing, seconded by Alderman Withers, and carried unanimously. Alderman Wither made a motion to approve the FY2018-19 Budget and Fee Schedule as presented, seconded by Alderman Cearley, and carried unanimously. (Exhibit E)

### **Old Business: NONE**

### **New Business:**

**Item 10A** was to appoint members to the Planning Board. Mr. Eric Clemmer was up for re-appointment to the Planning Board since his term recently expired on May 31, 2018. The Planning Board also received a resignation from Dr. Heywood so her seat will need to be filled. There are currently two alternate positions filled by Mr. Simms and Mr. Jones, he is willing to move to a permanent seat on the Planning Board. Several applications came in from citizens willing to serve on the Planning Board if the Board of Aldermen appointed them. The applications received were submitted to the Board for review. Alderman Cearley made a motion to re-appoint Mr. Eric Clemmer to the Planning Board, seconded by Alderman Cearley, and carried unanimously. His term will be from June 1, 2018-May 31, 2021 as the ETJ member of the Planning Board once approved by Gaston County Board of Commissioners. Alderwoman Morrow made a motion to appoint Mr. David Jones to a permanent member on the Planning Board, seconded by Alderman Huggins, and carried unanimously. Alderman Huggins made a motion to table the new applicant appointment decisions until July 9<sup>th</sup> Board Meeting, seconded by Alderwoman Morrow, and carried unanimously. This will give the Board more time to review the applicants. (Exhibit F)

**Item 10B** was approval of the Gaston College Area Sidewalk Project Agreement. The Locally Administered Project Agreement outlining the CMAQ Sidewalk Project Grant received by the Town for installation of three segments of sidewalks totaling approximately 2800 linear feet, as described on Page 3 of the agreement. The total estimated cost of the project is \$479,724, with 80% grant funds covering \$383,779 and the Town supplying 20% matching funds of \$95,945. The design phase of the project is expected to be completed within the 2018-19 fiscal year and is accounted for in the FY2018-19 Budget. The construction phase of the project is anticipated in the following year. Alderwoman Thomas made a motion to approve as presented, seconded by Alderwoman Morrow, and carried unanimously. (Exhibit G)

**New Business continued.....:**

**Item 10C** was a discussion regarding the Uniform Guidance Procurement Policy and Conflict of Interest Policy. The Office of Management and Budget (OMB) issued Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) in December 2013. Uniform Guidance is applicable to state and local governments, American Indian tribes, higher education institutions and not-for-profit organizations for all federal awards or funding increments to existing awards made on or after December 26, 2014. Due to significant changes in the Uniform Guidance procurement requirements, OMB delayed the requirement to implement those Uniform Guidance provisions for a full three years from the effective date. The first year the procurement standards under Uniform Guidance would be applied is fiscal year 2019 (July 1, 2018, through June 30, 2019). In order to receive federal funds for purchases of goods, services, or construction or repair projects, policies must be adopted prior to June 30, 2018. Attached is a proposed compliant Uniform Guidance Procurement Policy and a Uniform Guidance Conflict of Interest Policy adapted from examples provided by the UNC School of Government. Alderman Withers made a motion to approve as presented, seconded by Alderman Cearley, and carried unanimously. (Exhibit H)

**Item 10D** was a proposal to give \$500 Bonus for Town Employees. Over the past year, all Town departments have performed very well. Most departments have experienced turnover that has resulted in operating short-handed. Each department has stepped up and filled in the gaps until new employees could be brought on board. These new employees have, for the most part, stepped in and quickly became productive. As we are nearing the end of this fiscal year, the revenue and expenditure numbers are looking good. In recognition of our employees and their dedication to Dallas, I would propose a one-time \$500 bonus for each full-time and permanent part-time employee to be paid on June 21<sup>st</sup>. The total costs, by fund and including fringes, totaled \$37,246.50. Alderman Withers made a motion for approve with the addition of permanent part-time Fire Department employees, seconded by Alderwoman Thomas, and carried unanimously.

**Manager's Report:**

Manager gave updates on Town projects and upcoming events.

**Departmental and General Notices:**

Alderwoman Thomas made a motion to adjourn, seconded by Alderman Cearley, and carried unanimously. **(6:45)**



Rick Coleman, Mayor



Da'Sha Leach, Town Clerk





## Special Events/ Activities Application

Town of Dallas  
210 North Holland Street  
Dallas, NC 28034-1625  
(704) 922-3176  
Fax: (704) 922-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Depending on the specific event, a permit application and/or fee(s) from other departments may be required. The applicant is responsible for providing complete and accurate information on the application, The applicant is responsible for notifying the Town of Dallas of any changes. **A complete application must be submitted by no later than 5:00 p.m. on the Tuesday preceding the date of the Board meeting at which the event is to be approved, for an event which is to occur no sooner than 14 days following its date of approval.**

### APPLICATION INFORMATION

Name of Event:	July 4th Fireworks		
Facility Requested:	Cloninger Park		
Applicant Name:	Steve Aloisa		
Organization:	Town of Dallas		
Mailing Address:	210 N. Holland St.		
City / State / Zip:	Dallas, NC 28034		
Daytime Phone:	704-922-3176	Cell:	704-685-0596
E-Mail:	salois@dallassnc.net		
Description of the Event:	Live Music and Fireworks Display		
Does the event have a Facebook, Twitter, or other social networking page:			
			No
If yes, please list URL(s):			
Date (s) Requested for Event: Wednesday, July 4, 2018			
Event Start Time:	7:00 PM	Event End Time:	11:00 PM
Road Closure Time Begins (if applicable):	5:00 PM	Road Closure Time Ends:	11:00 PM
Set Up Begins:	12:00 PM	Set Up Ends:	
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	3000		
The Event is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:			

Applicant's Signature:

Date: 6-6-2018

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.

**TENTS / CANOPIES / MEMBRANE STRUCTURES**

Will tents/canopies/membrane structures be used for events? (proceed to next section.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (if no proceed to next section.)
# of Canopies	<input type="text" value="1"/>	(fabric structure that is open without sidewalls on 75% or more of perimeter)
# of Tents	<input type="text"/>	(fabric structure that is enclosed with sidewalls on more than 25% of perimeter)
# of Membrane structures	<input type="text"/>	(air supported or air inflated structure)
Other type of structure (provide description)	<input type="text"/>	

\*Notes\*

**VOICE / MUSIC AMPLIFICATION**

Are there any musical entertainment features related to your event? (proceed to next section.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No (if no proceed to next section.)
If yes, state the number of stages, number of bands and type of music:		
Number of stages:	<input type="text" value="1"/>	Number of Bands: <input type="text" value="1"/>
Type(s) of music:	<input type="text" value="Variety"/>	
Will your event use amplified sound:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:	Start Time: <input type="text" value="7:00 PM"/>	Finish Time: <input type="text" value="9:00 PM"/>
Will sound checks be conducted prior to the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate times:	Start Time: <input type="text" value="6:00 PM"/>	Finish Time: <input type="text" value="6:00 PM"/>

\* Must comply with Town of Dallas general entertainment ordinance.

**HAZARDOUS MATERIALS**

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.</b>		
Will there be any portable heaters?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be any deep fat fryers?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will there be any fireworks, lasers, torches, candles or pyrotechnics?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will generators or electrical power be used?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes, provide electrical load data and location of connection. In the case of extraordinary use or hookups, fees may apply.</b>		

**RIDES / ATTRACTIONS**

Does the event include mechanical rides, or other similar attractions?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, company name?	<input type="text"/>	
Company address:	<input type="text"/>	
List details, if any:	<input type="text"/>	
<b>Applicants contracting with amusement ride companies are required to provide the Town of Dallas with a certificate of insurance, naming applicant and the Town of Dallas (if applicable) as additional insured on general liability.</b>		
<b>ALL rides must be inspected and approved by The Department of Labor.</b>		

**VENDORS**

A vendor is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise or services

Does the event include food vendors?  ? Yes  No

If the event will have food vendors, please check the following that apply:  
 Served  Sold  Catered  Prepared Outdoors

Does the event include food concession and/or cooking areas?  Yes  No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)  
*(Use additional sheet if necessary)*

Vendor	Cooking Method	Food Item

Food and beverages shall not be sold at an event unless approved and licensed, if necessary by the Gaston County Health Department. Event organizers are responsible for arranging health inspections for their event.

List all other commercial vendors who will be present during the event (serving, selling, sampling, or displaying).

VENDOR NAME	ADDRESS	PHONE NUMBER (S)

**EVENT SCHEDULE**

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed.

*(Use additional sheet of paper if necessary)*

DATE	TIME	ACTION	ADDITIONAL NOTES
7/4/2017	6:00 PM	Music Set Up	
7/4/2017	7:00 PM	Live Music Begins	
7/4/2017	9:15 PM	Fireworks Begin	

**SERVICES**

The Town of Dallas does not provide amenities such as portable washrooms/toilets, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as event clean up, traffic control, etc.

**TRASH CONTAINERS**

In order to determine what types of containers best suit the needs of the event, please answer the following questions:

Will the event be serving/selling/distributing beverages?  Yes  No

If yes, in what containers will they come packaged in?

aluminum cans  glass bottles/jars  plastic bottles/jugs/jars

How many trash cans are you requesting for trash?

How many recycle carts are you requesting?

Delivery Location?

Date and Time for rollout carts to be emptied?

Date and Time for rollout carts to be picked up?

Applicants are responsible for cleaning and restoring the site after the event. Please pick up all trash including paper, plastic, bottles, cans and event marketing signs. Clean-up fees may be incurred because of an applicant's failure to clean and/or restore the site following the event. If you reasonably believe that no litter will be generated during your event, please state this in your plan.

**PUBLIC PROPERTY CLEAN-UP**

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?

**SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED)**

Stage Security  Event Area Security  Road Closure Security

Other

Overnight Security From  To

Dates & Times security will be on site:

Security provided by:  Number of Security Personnel:

Applicant may be required to hire sworn off-duty Town of Dallas police officers or Sheriff's Department personnel to provide security to insure public safety. The Town of Dallas will determine the number of security personnel required on site.

**SITE PLAN**

Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets and the surrounding area. The plan should include the following information:

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, etc.
- Identify location of all cooking devices and open flames; generators and fuel storage.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.

**ROUTE AND TRAFFIC PLAN**

<input type="checkbox"/> <b>PARADE</b> (Includes floats, vehicles, and persons)	<input type="checkbox"/> <b>BICYCLES</b>
<input type="checkbox"/> <b>MARCH OR WALK</b> (persons only)	<input type="checkbox"/> <b>FOOT RACE</b>
<input type="checkbox"/> <b>VEHICLES ONLY</b> (Includes motorcycles)	
<input type="checkbox"/> <b>OTHER</b> (Description: <input style="width:400px;" type="text"/> )	
Number of Persons: <input style="width:80px;" type="text"/>	% Children: <input style="width:80px;" type="text"/>
Number of Vehicles: <input style="width:80px;" type="text"/>	Vehicle Types: <input style="width:250px;" type="text"/>
Number of Animals: <input style="width:80px;" type="text"/>	Kinds: <input style="width:250px;" type="text"/>
<b>DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT.</b> (Example: The "GENERIC AWARENESS RUN" may include a 5k, a 10k, and a Fun Run).	

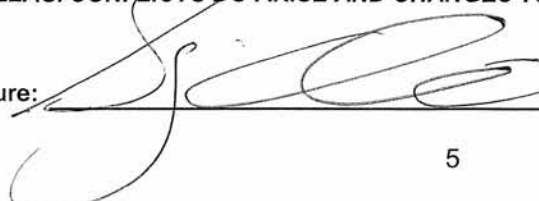
**ROAD CLOSURES**

If your event involves road closures, a parade, a foot or bike race, any type of procession, or more than one location, attach a Route and Traffic Plan. Include the required information (listed below) and any additional information you believe applies to your event. When planning a moving route, the Dallas Police Dept. is available to assist you.

- NC and US roadways will also require approval from the NCDOT.
- The proposed route to be traveled including the requested starting and termination point. Please also clarify the directions of movement of your event.
- Routing plans for traffic. Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.
- Whether the event will occupy all or a portion of the street(s) requested for use.
- Proposed locations for barricades, signs and police/volunteers.
- The provision of twenty foot (20') minimum emergency access lanes throughout the event site.
- White temporary water base paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes Home, Home Depot, etc.).

**Please Note:** All road closure requests will be strictly reviewed by the Town of Dallas. Approval, denial, or modification of all road closure requests are at the sole discretion of the Town of Dallas. The Town has final discretion over your Route and Traffic Plan including, but not limited to the route, placement and number of all barricades, signs, and police/volunteer locations.

**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PERMIT FROM THE TOWN OF DALLAS. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

Applicant's Signature: 

Date: 6-6-2018



## Facebook Disclaimer Statement/Policy

This is the official Facebook page for the Town of Dallas, North Carolina. The purpose of this site is to present matters of public interest in the Town of Dallas. Any communication via this site (whether by a Town employee or the general public) may be subject to monitoring and disclosure to third parties as a public record. The purpose of this site is for the dissemination of information; it is not intended to be a public forum.

You may submit your questions and comments in response to our posts; however, please note this is a moderated site and the following policy is in effect:

*The Town reserves the right to delete submissions that contain: (i) vulgar language; (ii) personal attacks of any kind; (iii) offensive or inflammatory comments that target or disparage any person or entity, including ethnic, racial, or religious groups; (iv) posts which are not in the public interest; and*

*Further, the Town also reserves the right to delete comments that are: (i) spam or include links to other sites; (ii) clearly off topic; (iii) advocate illegal activity; (iv) promote particular services, products, or political organizations; (v) infringe on copyrights or trademarks; (vi) are requests for services; (vii) include personal identifying information such as home addresses, phone numbers, or personal email addresses; or (viii) use personally identifiable medical information; we strongly recommend you not share any of your medical information on our Facebook Pages.*

Please note that the comments expressed on this site do not reflect the opinions and position of the Town of Dallas, its employees, or elected officials.

**INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF STATE FIRE CODE**

This Agreement made on the last date set out below, by and between the City of Dallas, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as "Municipality", and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as "County"

**WITNESSETH:**

WHEREAS, Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorizes among other things the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, the Municipality has adopted ordinances providing for the administration and enforcement of regulatory codes and county ordinances; and,

WHEREAS, such codes are commensurate with the regulatory codes and ordinances now in effect for Gaston County as enforced by the County; and,

WHEREAS, pursuant to N.C. Gen Stat. Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body withdraws its request; and,

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the transfer of jurisdiction to the County for inspection and enforcement responsibility for the codes and county ordinances listed in the attached Exhibit A, which is incorporated herein by reference.
2. **Term.** The term of this Agreement begins on the last date set out below and continues through June 30, 2018 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.
3. **Responsibilities.**
  - A. Municipality. The Municipality agrees to:
    - (1) Provide any pre-permit or pre-inspection reviews of any applicable Municipal ordinances or regulations;
    - (2) Provide written certification (where necessary) that any necessary plans are in accordance with Municipal regulations;
    - (3) Allow the County to retain any fees collected pursuant to enforcement of the N.C. Fire Prevention Code (Permit fees, review fees, etc.)
    - (4) Not hold County responsible for enforcement of any of Municipality's other ordinances or regulations, unless specifically contracted.
  - B. County. The County agrees to:
    - (1) Provide plan review necessary for issuance or permits under the Code;
    - (2) Issue required permits;



EXHIBIT A

City of Dallas

**Codes:** Level I, II, & III fire prevention inspections, plan review, consultation, and other similar undertakings as established under the NC State Fire Prevention Code.

**Jurisdiction:** Incorporated area and extraterritorial jurisdiction (if applicable).

**Cost:** Six Thousand Two Hundred Fifty Dollars (\$6,250.00) annually in addition to any fees or fines collected.



## EXHIBIT C

### Statement of Work

#### **Town of Dallas Community Development Block Grant (CDBG) Neighborhood Revitalization (NR) – Application Preparation Services**

This Statement of Work (“SOW”), dated as of the 1<sup>st</sup> day of July, 2018 (the “Effective Date”), is by and between CENTRALINA COUNCIL OF GOVERNMENTS, a North Carolina regional council of governments pursuant to Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina and having a principal place of business at 9815 David Taylor Drive, Suite 100, Charlotte, North Carolina 28262 (“CCOG”), and the Town of Dallas, a local government member of CCOG having a principal place of business at 210 N. Holland St., Dallas, NC 28034 (“Member”), pursuant to which CCOG will provide to Member planning and/or management services (the “Services”). CCOG and Member have simultaneously entered into a Services Agreement (the “Agreement”). The Agreement is incorporated into this SOW by this reference. In the event of any conflicting or additional terms between this SOW and the Agreement, the Agreement will govern, except with respect to price and scope of work or other items expressly permitted by the Agreement.

#### **Introduction**

This document outlines the services, which Centralina (or "we") shall perform under the contract *to provide CDBG Neighborhood Revitalization Application Preparation services* for the Town of Dallas. The *CDBG Neighborhood Revitalization Application* is due to NC Commerce by submittal deadline of September 28, 2018.

#### **I. CDBG – NR Application Preparation Services**

Centralina will perform the following activities:

1. Meet with Town staff to discuss the proposed application and identify proposed project activities and application prep processes
2. Gather application data
3. Communicate with Department of Commerce staff
4. Develop preliminary application
5. Prepare project budget
6. Develop public hearing advertising documents
7. Attend public hearings (2)
8. Complete and submit final application

#### **II. Compensation**

Centralina staff will perform the tasks identified in this SOW and as detailed herein for a sum of \$3,500.

#### **III. Terms of Compensation (Minimum Housing Code Services)**

Notwithstanding any prior estimate or communication given, the Town of Dallas hereby agrees to pay the full contract costs outlined by CCOG in this Statement of Work attached as an exhibit to the Services contract. It is expressly agreed and understood that the total

amount to be paid by the City under this SOW for Part A shall not exceed \$3,500. The **CDBG Application Preparation Services** shall be billed in two equal increments during the term of the contract period for the **total of \$3,500** for said services.

**Payment Schedule for Application Preparation Services:**

FY 2018 (\$3,500)

Payment 1: July 1, 2018	\$1,750.00
Payment 2: October 1, 2018	\$1,750.00

[Signatures on following page.]

This Agreement has been executed by each Party's duly authorized representative as of the date below such Party's signature.

**CENTRALINA COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_

Name:     Ron Smith    

Title:     Executive Director    

Date: \_\_\_\_\_

**TOWN OF DALLAS**

By: \_\_\_\_\_

Name:     Maria Stroupe    

Title:     Town Manager    

Date: \_\_\_\_\_

“This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act.”

\_\_\_\_\_  
Dallas Finance Officer

**BUDGET ORDINANCE FOR THE TOWN OF DALLAS**

Fiscal Year 2018-19

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS, NORTH CAROLINA THAT:**

**SECTION 1:** The schedules of expenditures listed in this ordinance are hereby appropriated for the operation and activities of the General Government of the Town for the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Administration	\$255,705
Community Development	\$155,906
Board and Attorney	\$77,029
Courthouse	\$56,050
Police	\$1,510,839
Fire	\$511,705
Street	\$539,096
Recreation	\$328,571
Solid Waste	\$461,815
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$3,896,716</b>

**SECTION 2:** The schedules of revenues listed in this ordinance are established as an estimate to be available for the General Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Current and Prior Ad Valorem Taxes	\$1,194,721
Motor Vehicle Licenses	\$38,000
Gaston County Hold Harmless	\$86,431
Local Option Sales Tax 1¢	\$428,988
Utility Franchise Taxes	\$154,200
Natural Gas Excise Tax	\$8,944
Telcommunications Sales Tax	\$52,644
Video Programming Sales Tax	\$17,082
Solid Waste Disposal Tax	\$3,277
Alcohol/Beverage Tax	\$22,000
ABC Wholesale Distribution	\$12,000
Powell Bill Allocation	\$131,900
Interest Earnings: Powell Bill	\$343
Interest Earnings: General	\$47,139
Police Report Fees	\$3,000
Zoning Fees	\$10,000
Business Registration Fees	\$2,600
Recreation Revenue	\$56,100
Solid Waste Collection Fee	\$345,500
Grant Revenue	\$221,610
Facilities Rental Fees	\$12,300
EVMB Sign Revenues	\$600
Other	\$30,000
Return-On-Equity from Electric Department	\$915,733
Fund Balance	\$101,604
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$3,896,716</b>

**SECTION 3:** The schedules of expenditures listed in this ordinance are hereby appropriated for the operations of the Water and Sewer Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Water and Sewer Operations	\$1,926,172
Water Treatment Plant	\$582,303
Sewer Treatment Plant	\$493,457
<b>TOTAL WATER AND SEWER EXPENDITURES</b>	<b>\$3,001,932</b>



**SECTION 4:** The schedule of revenues listed in this ordinance are established as an estimate to be available in the Water and Sewer Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Water Charge Revenue	\$1,795,800
Sewer Charge Revenue	\$974,550
Water/Sewer Taps	\$23,500
Late Charges	\$74,484
Antenna Lease	\$34,000
Water/Sewer Charge-From Other Departments (Reimbursement)	\$12,650
Grant Revenue	\$50,000
Other	\$26,000
Fund Balance	\$10,948
<b>TOTAL WATER AND SEWER REVENUES</b>	<b>\$3,001,932</b>

**SECTION 5:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Electric Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Electric Operations	\$9,407,597
<b>TOTAL ELECTRIC EXPENDITURES</b>	<b>\$9,407,597</b>

**SECTION 6:** The schedule of revenues listed in this ordinance are established as an estimate to be available in the Electric Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Electric Charge Revenue	\$7,583,426
Sales Tax on Electric Bills (Pass Through to State)	\$488,967
T-2 Light Charges	\$131,000
Service Charge	\$69,216
Written Off Accounts	\$21,000
Customer Billed Charges - Non-Utility	\$110,000
Interest on Investment	\$7,250
Pole Rental Fees	\$24,000
Sale of Surplus Property	\$12,500
Other	\$1,000
Electric True-Up Revenue	\$120,872
Electric Charge-From Other Departments (Reimbursement)	\$268,035
Fund Balance	\$570,331
<b>TOTAL ELECTRIC REVENUES</b>	<b>\$9,407,597</b>

**SECTION 7:** The schedule of expenditures listed in this ordinance are hereby appropriated for the operation of the Storm Water Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Storm Water Operations	\$137,428
<b>TOTAL STORM WATER EXPENDITURES</b>	<b>\$137,428</b>

**SECTION 8:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Storm Water Enterprise Utility Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Storm Water Charge Revenue	\$136,290
Storm Water Charge-From Other Departments (Reimbursement)	\$1,138
<b>TOTAL STORM WATER REVENUES</b>	<b>\$137,428</b>

**SECTION 9:** The schedules of expenditures listed in the ordinance are hereby appropriated for the operation of the Law Enforcement Separation Allowance (LESA) Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Separation Allowance	\$175,397
<b>TOTAL LESA EXPENDITURES</b>	<b>\$175,397</b>

**SECTION 10:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Law Enforcement Separation Allowance (LESA) Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Interest Earned on Investment	\$1,400
Contribution from General Fund	\$11,000
Fund Balance	<u>\$162,997</u>
<b>TOTAL LESA REVENUES</b>	<b>\$175,397</b>

**SECTION 11:** The schedules of expenditures listed in the ordinance are hereby appropriated for the operation of the Economic Development Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Grants	<u>\$621,835</u>
<b>TOTAL ECONOMIC DEVELOPMENT EXPENDITURES</b>	<b>\$621,835</b>

**SECTION 12:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the Economic Development Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

Fund Balance	<u>\$621,835</u>
<b>TOTAL ECONOMIC DEVELOPMENT REVENUES</b>	<b>\$621,835</b>

**SECTION 13:** The schedules of expenditures listed in the ordinance are hereby appropriated for the operation of the CDBG Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the chart of accounts heretofore established for the Town of Dallas.

Historic Preservation	<u>\$9,572</u>
<b>TOTAL CDBG EXPENDITURES</b>	<b>\$9,572</b>

**SECTION 14:** The schedule of revenues listed in this ordinance are established as an estimate to be available for the CDBG Fund for the fiscal year beginning July 1, 2018, and ending June 30, 2019.

CDBG Funds	<u>\$9,572</u>
<b>TOTAL CDBG REVENUES</b>	<b>\$9,572</b>

**SECTION 15:** There is hereby levied a tax at the rate of forty cents (\$0.40) per one hundred dollars (\$100) assessed valuation of property listed for Taxes as of January 1, 2018, for the purpose of raising the revenue listed as "Current Ad Valorem Taxes" and "Current HB 20 Taxes" in the General Fund. The County of Gaston shall collect these taxes for the Town. In addition, "Motor Vehicle Licenses" fees shall be raised to \$10.00 per vehicle.

**SECTION 16:** The local sales tax shall be accounted as a Revenue in the General Fund.

**SECTION 17:** That the Solid Waste Collection fess, Recreation fees, Zoning and Planning permit and review fees, Business License fees, Utility fee, and any and all other Town-imposed fees shall be set in accordance with the duly-adopted Fee Schedule for the Town of Dallas.

**SECTION 18:** To allow the Town Manager and/or Finance Officer to make line item adjustments within the funds. Any transfer of money between funds, however, shall be accomplished exclusively by action of the Board of Aldermen. The 2018-2019 Fiscal Year Budget hereby establishes Funds and Departments as shown in the Budget Document.

**SECTION 19:** Copies of this Budget Ordinance, with detailed Fund and Department accounts, shall be furnished to the Town Manager, to the Board of Aldermen, and to the Finance Officer, to be kept by them for their direction on disbursement of funds. A copy shall be furnished to the Town Clerk for record keeping.

**SECTION 20:** A properly noticed Public Hearing was held on June 11, 2018, at 6:00 pm in the Community Room of the Town's Fire Department Building.

Motion by Alderman Withers to adopt the 2018-2019 Fiscal Year Budget Ordinance, seconded by Alderman Cearley, and carried by the following vote:

Ayes: Aldermen Cearley, Huggins, Morrow, Thomas, Withers

Nays:

Adopted this 11th day of June, 2018.

*Rick Coleman*

Mayor Rick Coleman

Attested:

*Da'Sha Leach*

Da'Sha Leach, Town Clerk



## TOWN OF DALLAS, NORTH CAROLINA

## REQUEST FOR BOARD ACTION

DESCRIPTION: Planning Board Appointments

AGENDA ITEM NO. 10A

MEETING DATE: 6/11/2018

BACKGROUND INFORMATION:

Eric Clemmer was appointed to the Planning Board on November 10, 2015, for the term that was currently in progress (June 1, 2015-May 31, 2018). This term recently expired, and he is interested in being reappointed for another term: June 1, 2018 – May 31, 2021. Once approved by the Town of Dallas Board of Aldermen, Mr. Clemmer's appointment will be approved by the Gaston County Board of Commissioners, as he serves as the ETJ member of the Planning Board.

Additionally, Dr. Beth Haywood submitted her resignation from the Planning Board effective May 12, 2018. Her position needs to be filled. There are currently two Planning Board Alternates: Mr. Reid Simms and Mr. David Jones.

Two citizens have filled out applications of interest for consideration of appointment to the Planning Board: Ms. Julie Pettus of 418 E. Trade St. and Mr. Donald Kirksey of 308 N. College St. These applications are attached.

Note: Robert Mason (524 Webb St.) and Ursula Reed (2020 Longhorn Dr.) have also inquired about joining the Planning Board, but applications have not been returned as of 6/6/18.

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MANAGER'S RECOMMENDATION:

To reappoint Mr. Eric Clemmer to a 3-year term as the ETJ Member of the Planning Board. Appoint a candidate to fill the vacant position created by Dr. Haywood's resignation.

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BOARD ACTION TAKEN:



PLANNING BOARD APPLICATION

CONTACT INFORMATION

Mr.       Mrs.       Ms.       Dr.       Other: \_\_\_\_\_

Name Julie Pettus

Address 418 E. Trade St DALLAS NC 28034

Email Address jpettus65@yahoo.com

Work phone # 704-922-1236 home # \_\_\_\_\_ cell # 980-389-3415

Resident of the city YES/ NO      number of years 7 yrs

Business owner in the city YES/ NO      number of years \_\_\_\_\_

QUESTIONS

1. Why are you interested in serving on the Planning Board?

I grew up in Dallas. Went to all the local public schools. moved away, but returned 7 yrs ago. I love Dallas and want to be apart of the community.

2. Do you have special skills, experience or background which would assist you in working on this board? What is your professional and educational background?

I am A retired registered nurse from Gaston Memorial. Currently I am the exec. Director of the Dallas Christian Ministry. I am familiar with the population of Dallas.

3. Does your schedule allow for a monthly evening commitment of 1-2 hours on a consistently scheduled date (currently the 3<sup>rd</sup> Thursday of each month) for a term of 3 years? YES/ NO

4. Are you willing/able to attend a Board Orientation/Training if selected? YES/ NO

Preferred availability:

Weekdays between 8am-5pm       Weekday Evenings       Saturday

5. How did you hear about this board vacancy? Dallas Sign

Julie Pettus  
Signature

10-5-18  
Date

Thank you for your interest in the Town of Dallas and in being considered for the Planning Board. You, along with other applicants, will be considered for any current and future vacancies.



PLANNING BOARD APPLICATION

CONTACT INFORMATION

Mr.     Mrs.     Ms.     Dr.     Other: \_\_\_\_\_

Name Donald Reid Kirksey Sr.

Address 308 North College Street

Email Address donaldkirksey50@yahoo.com

Work phone # Discontinued home # (204) 977-7076 cell # (204) 854-0673

Resident of the city YES NO                      number of years 57

Business owner in the city YES NO                      number of years \_\_\_\_\_

QUESTIONS

1. Why are you interested in serving on the Planning Board?

Want to get involved and be of service to my community

2. Do you have special skills, experience or background which would assist you in working on this board? What is your professional and educational background?

11 yrs. on fire dept. High school and some past college courses

3. Does your schedule allow for a monthly evening commitment of 1-2 hours on a consistently scheduled date (currently the 3<sup>rd</sup> Thursday of each month) for a term of 3 years? YES NO

4. Are you willing/able to attend a Board Orientation/Training if selected? YES NO

Preferred availability:

Weekdays between 8am-5pm     Weekday Evenings     Saturday

5. How did you hear about this board vacancy? Sign on Court House Square

Donald R. Kirksey  
Signature

6-5-2018  
Date

Thank you for your interest in the Town of Dallas and in being considered for the Planning Board. You, along with other applicants, will be considered for any current and future vacancies.



PLANNING BOARD APPLICATION

CONTACT INFORMATION

Mr.  Mrs.  Ms.  Dr.  Other: \_\_\_\_\_

Name Gene Buras

Address 510 East Church St Dallas TX

Email Address whitneythree28@gmail.com

Work phone # \_\_\_\_\_ home # \_\_\_\_\_ cell # 704-9065009

Resident of the city  YES  NO number of years 44

Business owner in the city  YES  NO number of years \_\_\_\_\_

QUESTIONS

1. Why are you interested in serving on the Planning Board?

I love my hometown of Dallas and look forward to the opportunity for making it cleaner & more inviting to businesses & other citizens.

2. Do you have special skills, experience or background which would assist you in working on this board? What is your professional and educational background?

I have been in the landscaping profession (as a second source) of income for the past 20 years which has given me extensive knowledge & experience in the beautification of yards both personal & businesses.

3. Does your schedule allow for a monthly evening commitment of 1-2 hours on a consistently scheduled date (currently the 3<sup>rd</sup> Thursday of each month) for a term of 3 years?  YES  NO

4. Are you willing/able to attend a Board Orientation/Training if selected?  YES  NO

Preferred availability:

Weekdays between 8am-5pm  Weekday Evenings  Saturday

5. How did you hear about this board vacancy?

Stacy Malher-Thomas

Walter Gene Buras

Signature

6-10-2018

Date

Thank you for your interest in the Town of Dallas and in being considered for the Planning Board. You, along with other applicants, will be considered for any current and future vacancies.

NORTH CAROLINA  
GASTON COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 5/7/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: C-5606D

AND

WBS Elements: PE 43728.1.5

ROW \_\_\_\_\_

TOWN OF DALLAS

CON 43728.3.5

OTHER FUNDING: \_\_\_\_\_

FEDERAL-AID NUMBER: CMAQ-1210(008)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$383,779

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Dallas, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of Congestion Mitigation and Air Quality funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Gaston College Area Sidewalk Project, hereinafter referred to as the Project, in Gaston County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$383,779 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,



WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## **1. GENERAL PROVISIONS**

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

### **AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

### **LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

### **PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of construction of three (3) segments of sidewalk totaling approximately 2800 linear feet:

- Approximately 1400 lf on the west side of US 321B from the end of existing sidewalk at McDonald's to north end of the US Post Office; and

- Approximately 450 lf on the north side of NC 275/279 from the Advanced Auto Parts (and crosswalk to Gaston College) to existing sidewalk at Walgreens; and
- Approximately 1250 lf on the south side of NC 275/279 from Gaston College Access Road (at crosswalk) to the entrance of Gaston County Park and Citizens Resource Center. The project will also include a crosswalk across NC 275/279.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

**3. FUNDING**

**REIMBURSEMENT FOR ELIGIBLE ACTIVITIES**

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Three Hundred Eighty Three Thousand Seven Hundred Seventy Nine Dollars (\$383,779), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

**FUNDING TABLE**

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$383,779	80%	\$95,945	20%
<b>Total Estimated Cost</b>			<b>\$479,724</b>	

**WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce

the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$47,972, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

#### **4. PERIOD OF PERFORMANCE**

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

#### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## 6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legregs/legislat.html](http://www.fhwa.dot.gov/legregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

### SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## 7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statues/Statutes.asp](http://www.ncleg.net/gascripts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## 8. DESIGN

### CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## 9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## 10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

**APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

**CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

**RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

**11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.



## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

## 15. CONTRACTOR PROCUREMENT

### ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

#### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

#### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

#### **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

#### **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

#### **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

#### **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

**CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

**CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

**SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

**17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

**FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

**FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

**18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Gaston College Area Sidewalk Project, or as required by an executed encroachment agreement.

## 19. REIMBURSEMENT

### SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

### REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ([www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm)) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm). Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

### REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$383,779 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

▪ **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

▪ **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

▪ **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the

Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

### **▪ PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

### **▪ INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

### **▪ TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

### **▪ FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.



## 20. REPORTING REQUIREMENTS AND RECORDS RETENTION

### PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## 21. OTHER PROVISIONS

### REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

**DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

**OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Congestion Mitigation and Air Quality funds and obligations as approved by the Department under the terms of this Agreement.

**AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

**TERMINATION OF PROJECT**

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

**AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

**REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

**USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

**AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

**FACSIMILE SIGNATURES**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

**GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**22. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: TOWN OF DALLAS  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NCGS 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 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.

Approved by \_\_\_\_\_ of the Town of Dallas as attested to by the signature of \_\_\_\_\_ Clerk of the \_\_\_\_\_ on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)  
Federal Tax Identification Number  
\_\_\_\_\_

Town of Dallas  
Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)  
DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

## Uniform Guidance Procurement Policy For Use of Federal Funds Town of Dallas, NC

### I. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

### II. Policy

- A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Town of Dallas will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town of Dallas have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

### III. General Procurement Standards and Procedures:

The Town Manager and/or designee shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. **Necessity.** Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Requesting Department Head should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- B. **Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- C. **Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. **Fixed Price.** Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

- F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for M/WBE Participation.** If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- I. Documentation.** Documentation must be maintained by the Finance Director and/or the Requesting Department Head detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- J. Cost Estimate.** For all procurements costing \$150,000 or more, the Finance Director and the Requesting Department Head shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements.** The Town Manager and/or designee must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- M. Contractor Oversight.** The Requesting Department Head receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.



- N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- O. Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

#### **IV. Specific Procurement Procedures**

The Town Manager and/or the Requesting Department Head shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- A. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than \$3,500** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
  2. To the extent practicable, purchases must be distributed among qualified suppliers.
- B. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$3,500 up to \$90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department Head should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids.
  4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
  5. Award the contract to the lowest responsive, responsible bidder.
- C. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing \$90,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids.

2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."

**D. Service Contracts** (except for A/E professional services) **costing \$150,000 and above** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is ~~not~~ required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

**E. Construction and repair contracts costing less than \$3,500** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

- F. Construction and repair contracts costing \$3,500 up to \$150,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(b)) as follows:
1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the Requesting Department Head should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
  3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
  4. Award the contract on a fixed-price or not-to-exceed basis.
  5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required for contracts costing less than \$30,000.
- G. Construction and repair contracts costing \$150,000 up to \$500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
  2. Complete specifications must be made available to all bidders.
  3. Publically advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
  4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
  6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  7. Award the contract on a firm fixed-price basis.
  8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required for contracts costing less than \$30,000. Any and all bids may be rejected only for “sound documented reasons.”
- H. Construction and repair contracts costing \$500,000 and above** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance “sealed bid” procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
  2. Complete specifications must be made available to all bidders.

3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
  4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
  5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
  6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
  7. Award the contract on a firm fixed-price basis.
  8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
- I. Construction or repair contracts involving a building costing \$300,000 and above** must comply with the following additional requirements under state law:
1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
  2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
  3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$150,000** shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
  2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
  3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Requesting Department Head.
  4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
  5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.

6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required for contracts costing less than \$30,000.

**K. Contracts for Architectural and Engineering Services costing \$150,000 or more** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:

1. Publically advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

## **V. Exceptions**

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Finance Director and/or Requesting Department Head shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

- B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

Adopted this the 11<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Rick Coleman, Mayor

Attested by:

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Da'Sha Leach, Town Clerk

## Uniform Guidance Conflict of Interest Policy For Use of Federal Funds Town of Dallas, NC

### I. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

### II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any sub-recipient of the funds.

The Finance Director shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the Town of Dallas may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the Town of

Dallas are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$50.00 which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

**III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

Adopted this the 11<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Rick Coleman, Mayor

Attested by:

\_\_\_\_\_  
Da'Sha Leach, Town Clerk