

**EDEN CITY COUNCIL  
REGULAR MEETING AGENDA**

**- held electronically -**

**January 19, 2021**

**6:00 p.m.**

**CLICK THIS LINK TO JOIN:**

<https://zoom.us/j/97958306765?pwd=UGRTO2t3VjgwaUNFSUZldFBNTkNFUT09> Passcode: Council 21

OR CALL 877-853-5257, Webinar ID: 979 5830 6765, Passcode: 224372140

1. Meeting called to order by: Neville Hall, Mayor
2. Invocation: Jerry Epps, Pastor, First Church of the Living God
3. Pledge of Allegiance: Led by Todd Harden, Acting Fire Chief
4. Proclamations & Presentations:
  - a. Proclamation: Martin Luther King, Jr. Day
5. Roll Call
6. Set Meeting Agenda
7. Public Hearings
8. Requests and Petitions of Citizens
9. Audit Report: Presentation of the 2019-2020 Audit by Rouse, Rouse, Rouse & Gardner
10. Unfinished Business:
  - a. Consideration of Boards and Commissions appointments.  
**Kelly Stultz, Director of Planning & Inspections**
11. New Business:
  - a. Presentation of a COVID-19 Financials Update and Economic Development Review 2020. **Tammie McMichael, Director of Finance & Personnel, and Mike Dougherty, Director of Economic Development**
    - (1) Update as previously provided for in the budget but delayed due to COVID-19 the purchase of a wheel loader, two zero-turn mowers, emergency trailer and message board. **Paul Dishmon, Director of Municipal Services**
    - (2) Update as previously provided for in the budget but delayed due to COVID-19 the plan to complete FY 2020-21 Street Resurfacing Contract No. 2. **Tammy Amos, Director of Transportation Engineering**
    - (3) Consideration of Eden Fire equipment needs. **Todd Harden, Acting Fire Chief**
    - (4) Consideration of Strategic Planning Commission funding for a woodcarving public art project at Freedom Park.  
**Mike Dougherty, Director of Economic Development**
12. Reports from Staff:
  - a. City Manager's Report. **Jon Mendenhall, City Manager**
13. Consent Agenda:
  - a. Approval and adoption of December 15, 2020 Minutes. **Deanna Hunt, City Clerk**

- b. Approval to advertise electronically for new Finance and Human Resources software. **Tammie McMichael, Director of Finance & Personnel**
  - c. Approval of City of Eden Emergency Paid Sick Leave. **Tammie McMichael, Director of Finance & Personnel**
  - d. Adoption of an ordinance to amend Chapter 2 (Administration) of the City Code to include the Eden Youth Council. **Erin Gilley, City Attorney**
  - e. Adoption of an ordinance to amend Chapter 2 (Administration) of the City Code to include the creation of a Citizen Advisory Parks Commission. **Erin Gilley, City Attorney, and Terry Vernon, Acting Parks & Recreation Director**
  - f. Approval of funding and a grant agreement for the Community Development Block Grant Coronavirus Program awarded to the City. **Kelly Stultz, Director of Planning & Inspections**
  - g. Approval of an agreement providing funding for a Senior Center Technology Training Program. **Terry Vernon, Acting Parks & Recreation Director**
- 14. Announcements
  - 15. Adjourn



## **Proclamation Martin Luther King, Jr. Day**

**WHEREAS**, January 18 marks the observance of the federal legal holiday to honor the birthday of the Reverend Dr. Martin Luther King, Jr., and

**WHEREAS**, Dr. King dedicated his life to a vision: that all Americans would live free from injustice and enjoy equal opportunity. His peaceful and lifelong crusade against segregation and discrimination brought our communities closer to the founding ideals set forth in the Declaration of Independence and the Constitution; and

**WHEREAS**, as we honor Dr. King, we know that our community is stronger, more just, and more free because of his life and work; and

**WHEREAS**, in paying tribute, we are reminded that the call lies with each of us to fulfill Dr. King's work. Let us use our time, talents, and resources to give back and help those less fortunate. Let us not forget Dr. King's own tireless spirit and efforts as we work, celebrate, and pray alongside each other.

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Neville Hall, Mayor of the City of Eden, hereby designate January 18, 2021 be set aside as

### **Martin Luther King, Jr. Day**

in the City of Eden and urge all citizens to join with me this day to apply Dr. King's life and teachings of community service.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 19th day of January, 2021.

By:

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Neville Hall, Mayor

ATTEST:

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Deanna Hunt, City Clerk



# City of Eden – Audit Presentation

Fiscal Year Ended – June 30, 2020

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ROUSE, ROUSE, ROUSE & GARDNER, LLP

JUDY G. ROUSE, CPA

TREVOR GARDNER, CPA



# City Council Members

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Neville Hall – Mayor

Darryl Carter – Mayor Pro Tem

Bernie Moore – Council Member

Jerry Epps – Council Member

Bruce Nooe – Council Member

Angela Hampton – Council Member

Gerald Ellis – Council Member

Phillip Hunnicutt – Council Member

# City Officials

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- **Terry A. Shelton - Interim City Manager**
- **Deanna F. Hunt - City Clerk**
- **Erin B. Gilley - City Attorney**
- **Tammie B. McMichael - Director of Finance and Personnel**



# Audit Considerations

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This audit was conducted in accordance with the following:

- Auditing Standards Generally Accepted in the United States of America
- Government Auditing Standards (Yellowbook)
- Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) – Federal Single Audit
- The State Single Audit Implementation Act

# Audit Opinion

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## Auditor Responsibility

“We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.”

## Auditor Opinion

“In our opinion, based on our audit, **the financial statements referred to above present fairly, in all material respects**, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Eden, North Carolina as of June 30, 2020, and the respective changes in financial position and cash flows, where appropriate, thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.”



# Additional Audit Considerations

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- The Eden ABC Board financial statement is presented as a component unit of the City of Eden.
  - This report includes financial information from the following actuarial studies:
    - Law Enforcement Separation Allowance
    - Other Post Employment Benefits
    - Local Government Retirement Pension and Law Enforcement Retirement
- The above information is reported on pages 15 through 28.

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# General Fund

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# General Fund – Balance Sheet

	2020	2019	Difference	% Change
Cash	\$8,821,790	\$8,176,989	\$644,801	7.89%
Total Liabilities	\$523,633	\$762,042	(\$238,409)	(31.29%)
Fund Balance available for appropriation	\$7,100,038	\$6,783,552	\$316,486	4.67%
Fund Balance	\$10,651,957	\$10,189,842	\$462,115	4.54%

Note: There is the assigned fund balance appropriated to the 2020-2021 budget amounted to \$1,106,700.

Please refer to page 97 of the report for full statement.

# 3-Months Working Capital Policy

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During the 1998-1999 fiscal year, the council voted to require 3 months working capital.

- Total Expenditures (pg 113) - \$16,022,652 divided by 12 multiplied by 3 = \$4,005,663.
- Total Unassigned Fund Balance is \$7,100,038 (pg 97) or \$3,094,375 higher than the policy requirement.

# Fund Balance Maintained by Municipalities

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The Local Government Commission states the fund balance available is comprised of amounts shown as restricted, committed, assigned or unassigned.

- Total Fund Balance Available - \$10,392,776 (pg 97)
  - Total Expenditures - \$16,022,652 (pg 113)
  - Fund Balance available for expenditures – 64.86%
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- According to the Local Government Commission, the 2019 average statewide level of total fund balance maintained by municipalities without electric with a population ranging from 10,000 to 49,999 was 55.71%. The City of Eden is above the state average by 9.15%.

# General Fund – Budgetary Comparison

	Budget	Actual	Favorable/ (Unfavorable)	
Total Revenues	\$15,342,300	\$15,508,112	\$165,812	Page 99
Total Expenditures	\$17,133,900	\$16,022,652	\$1,111,248	Page 113

Note: No departments in the General Fund spent over their budgeted amounts. This is a good thing!!!

# General Fund – Revenues/Expenditures

	2020	2019	Change	% Change
Total Revenues (pg 99)	\$15,508,112	\$16,102,982	(\$594,870)	(3.69%)
Total Expenditures (pg 113)	(\$16,022,652)	(\$16,597,232)	(\$574,480)	(3.46%)
Proceeds from Loans (pg 114)	\$976,655	\$1,275,347	(\$298,692)	(23.42%)
Revenue over Expenditures (pg 114)	\$462,115	\$781,097	(\$318,982)	(40.84%)

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# Water and Sewer Fund

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# Water and Sewer Fund – Balance Sheet

	2020	2019	Difference	% Change
Cash	\$5,284,734	\$4,550,216	\$734,518	16.14%
Total Assets and Deferred Outflow of Resources	\$75,688,052	\$69,198,139	\$6,489,913	9.38%
Net Position	\$55,927,042	\$51,904,858	\$4,022,184	7.75%

Note: The majority of the increase in total assets and deferred outflow of resources relates to the capital improvements in the infrastructure mandated by the EPA AOC (remediation plan) and the Mega Park Water Improvements. The funding sources related to these projects are noted on the next slide.

Please refer to page 121 of the report for full statement.

# EPA AOC and Mega Park Funding Sources

## EPA AOC – Remediation Plan

NC Connect Bond Grant	\$1,247,033
NC Connect Bond Loan	\$1,247,032
Total	\$2,494,065

## Mega Park Funding Sources

Drinking Water Reserve Grant	\$550,798
EDA Grant	\$1,827,058
Loan Proceeds	\$1,652,392
Total	\$4,030,248

# Water and Sewer – Income Statement

	2020	2019	Difference
Operating Revenues (pg 122)	\$10,815,586*	\$12,900,326	(\$2,084,740)
Capital Contributions from Grants (pg 122)	\$3,744,823	\$1,820,247	\$1,924,576
Operating Expenses (pg 122)	\$10,513,345**	\$10,515,769	(\$2,424)
Non-Operating Expense – Interest (pg 122)	\$189,630	\$209,751	(\$20,121)
Net Income (pg 122)	\$4,022,184	\$4,135,370	(\$113,186)

Note: \*The sewer billings decreased due to the leachate processing billing decrease from Duke Energy.

\*\*Depreciation expense increased from \$2,306,835 to \$2,448,515. Depreciation begins when the asset is placed in service.

# Water and Sewer – Budgetary Information

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- Details of the budgetary Water and Sewer Fund can be found on pages 125-134.
- Note: No departments in the Water and Sewer Fund spent over their budgeted amounts.

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# Additional Items to Note

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# Additional Items to Note

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- Included in the footnotes is an analysis of construction proposed commitments in effect as of June 30, 2020 and extending to 2022. Please see page 43.
- The details relating to long-term debt appear on page 85. The installment purchases total \$21,308,953 (interest and principal) at June 30, 2020. This amount consists of \$5,619,233 of debt for governmental activities and \$15,689,720 for water and sewer activities.
- The total interest income amounted to \$195,061 compared to \$295,425 in the prior year.
- Legal Debt Margin is 8% of the total assessed property valuation of \$915,158,582, found on page 144, or \$73,212,687.

# Current Tax Levy

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- On page 144, you will find a current tax levy analysis.
- The current year's collection rate was 98.51%.
- The state average collection rate for 2019 in the City's population range was 99.10% excluding vehicles.

# EPA Administrative Order of Consent

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On page 88, there is a footnote concerning the EPA Administrative Order of Consent. It is imperative that the council follow the progress of the bid process and construction related to this mandate to ensure compliance with the deadline of February 28, 2022.



# Governmental Auditing Standards

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The Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards can be found on page 147.

Our audit was not designed to identify all deficiencies in internal control.

We did note one deficiency in internal control described on page 148, with the City's response on page 156. Please see the following slide for description of finding.

# Finding 2020-01

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## **CFDA 11.300 Department of Commerce's Economic Development Administration EDA – Berry Hill Regional Mega Park**

### **Significant Deficiency :**

**Criteria:** The City is required to have written internal control policies and procedures governing its federal awards.

**Condition:** The City does not have written internal control policies and procedures governing its federal awards.

**Effects:** Due to the decentralized nature of the City's grant administration, no written policies and procedures creates an increased opportunity for non-compliance with grant compliance requirements.

**Cause:** The City does not have a written internal control policy.

**Recommendation:** The City should create and adopt a written internal control policy governing its federal awards.

# Single Audit – Uniform Guidance

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Due to the significant amount of federal grants/loans received during 2019-2020, the City was required to include the following report:

- Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; In accordance with OMB Uniform Guidance; and the State Single Audit Implementation Act – Pages 149-150

## **Opinion on Each Major Federal Program – pg 150**

In our opinion, the City of Eden complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

# Single Audit – State Single Audit Act

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Due to the significant amount of state grants/loans received during 2019-2020, the City was required to include the following report:

- Report on Compliance for Each Major State Program; Report on Internal Control Over Compliance; In accordance with OMB Uniform Guidance; and the State Single Audit Implementation Act – Pages 151-152

## **Opinion on Each Major State Program – pg 152**

In our opinion, the City of Eden complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended June 30, 2020.

# Other Items

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- Management Letter
- Governance Letter

# Special Thanks

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We would like to give a special thanks to the staff that assisted with the audit.

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# Questions?

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Thank You!

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City of Eden  
Interest Income  
Years Ended June 30, 2020, June 30, 2019,  
and June 30, 2018

	<u>Year Ended June 30, 2020</u>	<u>Year Ended June 30, 2019</u>	<u>Year Ended June 30, 2018</u>
Interest Income			
General Fund	<u>117,491</u>	<u>173,486</u>	<u>97,090</u>
Special Revenue Funds:			
Municipal Service District Tax	<u>71</u>	<u>73</u>	<u>11</u>
Water & Sewer Fund	<u>76,541</u>	<u>120,870</u>	<u>65,354</u>
Self Insured Insurance Fund	<u>958</u>	<u>996</u>	<u>109</u>
	<u><u>195,061</u></u>	<u><u>295,425</u></u>	<u><u>162,564</u></u>



# **Planning and Inspections Department**

308 East Stadium Drive, Eden, North Carolina 27288 Phone: (336) 623-2110 Fax: (336) 623-4057

## **MEMO**

**To:** Honorable Mayor and City Council  
**Thru:** Jon Mendenhall, City Manager  
**From:** Debbie Galloway  
**Subject:** **2021 Boards and Commissions Appointments**  
**Date:** January 6, 2021

The following positions remain to be filled on the City boards and commissions. Members whose terms have expired must be either reappointed or replaced.

When making appointments, please consider whether these persons have the time, interest, or the ability (for whatever reason) to attend regular meetings and participate in the activities of the board or commission, as we have had difficulty in the past with some members missing meetings. We cannot expect these boards and commissions to be effective if members cannot attend meetings and participate in the activities required of them.

If you have questions, please do not hesitate to call.

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### **Councilman Moore (Ward 1)**

Tree Board (Mike Corum, term expired)

### **Councilman Nooe (Ward 2)**

Community Appearance Commission (Tim Kirkman, term expired)  
Historic Preservation Commission – VACANT  
Tree Board (James Ivie, term expired)

### **Councilwoman Hampton (Ward 3)**

Historic Preservation Commission (Beth Pulliam, term expired)  
Tree Board (Brian Ferris, attended no meetings)

### **Councilman Epps (Ward 4)**

Board of Adjustment – VACANT  
Historic Preservation Commission (Louise Price, term expired)

### **Councilman Carter (Ward 5)**

Historic Preservation Commission – VACANT

### **Councilman Hunnicutt (Ward 6)**

Board of Adjustment – VACANT  
Community Appearance Commission (James Cherry, term expired)

**Councilman Ellis (Ward 7)**

Historic Preservation Commission – VACANT

**Mayor Hall** – All positions filled

**Strategic Planning Commission**

Jennifer Barton – 2021 – 2023

Jamie Galloway – fill an unexpired term of 2021



## MEMORANDUM

**To:** Honorable Mayor and City Council

**Thru:** Jon Mendenhall, City Manager

**From:** Tammie McMichael, Director of Finance & Personnel

**Date:** January 19, 2020

**Subject:** COVID Financial Update

Please find attached the COVID Financial Update. We are providing you with key financial information as of December 31, 2020: Summary of All Funds Revenue and Expenditures, Sales & Use Tax, Utilities Franchise Tax, Solid Waste Disposal Tax, Occupancy Tax, and Utility Billing Aged Trial Balance.



**City of Eden**  
COVID  
Financial Update

December 31, 2020

Unaudited - Internal Use Only

**City of Eden**

**Summary All Funds Revenue and Expenditures**

	Budget FYE	Rev/ Exp YTD	Unencumbered Balance	% Earned (Revenues) Spent (Expenses)		Budget FYE	Rev/ Exp YTD	Unencumbered Balance	% Earned (Revenues) Spent (Expenses)
	6/30/2021	Dec-20	Dec-20			6/30/2020	Dec-19	Dec-19	
<b>Grand Total Revenue</b>	<u>\$ 76,790,900</u>	<u>\$ 27,556,377</u>	<u>\$ 49,234,523</u>	<u>35.88%</u>		<u>\$ 75,754,300</u>	<u>\$ 21,160,970</u>	<u>\$ 54,593,330</u>	<u>27.93%</u>
<b>Grand Total Expenditures</b>	<u>\$ 76,790,900</u>	<u>\$ 30,697,076</u>	<u>\$ 45,378,415</u>	<u>40.91%</u>		<u>\$ 75,754,300</u>	<u>\$ 22,307,928</u>	<u>\$ 50,734,051</u>	<u>33.03%</u>
<b>Difference (Check Sum)</b>	<u>\$ -</u>	<u>\$ (3,140,699)</u>	<u>\$ 3,856,108</u>			<u>\$ -</u>	<u>\$ (1,146,958)</u>	<u>\$ 3,859,279</u>	
<b>Grand Total All Funds</b>	<u>\$ -</u>	<u>\$ (3,140,699)</u>	<u>\$ 3,856,108</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ (1,146,958)</u>	<u>\$ 3,859,279</u>	<u>\$ -</u>

**SALES & USE TAX**-taxes collected by the state and distributed to the county's based on point of sale and population. The county allocates the amount to each municipality based on population population (monthly) - two months in arrears.

				<u>Variance</u>
Mar-20	283,258.48	Mar-19	268,711.25	14,547.23
Apr-20	328,936.78	Apr-19	341,545.53	(12,608.75)
May-20	296,194.22	May-19	315,368.32	(19,174.10)
Jun-20	333,054.23	Jun-19	324,455.30	8,598.93
Jul-20	371,147.17	Jul-19	335,344.43	35,802.74
Aug-20	349,714.12	Aug-19	297,902.83	51,811.29
Sep-20	316,484.15	Sep-19	316,354.27	129.88
Oct-20	343,872.64	Oct-19	301,252.43	<u>42,620.21</u>
			4.86% Increase	<u><u>121,727.43</u></u>

**UTILITIES FRANCHISE TAX**- Income generated by taxes on electricity, telecommunications, and piped natural gas collected by the state (quarterly)

Qtr End		Qtr End		
6/30/2020	203,354.59	6/30/2019	225,398.80	(22,044.21)
9/30/2020	266,117.48	9/30/2019	269,148.65	<u>(3,031.17)</u>
			5.07% Decrease	<u><u>(25,075.38)</u></u>

**SOLID WASTE DISPOSAL TAX**-Tax charged on municipal solid waste and construction and demolition debris that is deposited in a land fill in the State. (collected by the State quarterly)

Qtr End		Qtr End		
6/30/2020	2,715.14	6/30/2019	2,785.98	(70.84)
9/30/2020	2,718.17	9/30/2019	2,876.64	<u>(158.47)</u>
			4.05% Decrease	<u><u>(229.31)</u></u>

**OCCUPANCY TAX COLLECTIONS  
COMPARATIVE MONTHLY BALANCES  
MARCH 2019 - NOVEMBER 2019/MARCH 2020 - NOVEMBER 2020**

	<b>Mar-19</b>	<b>Apr-19</b>	<b>May-19</b>	<b>Jun-19</b>	<b>Jul-19</b>	<b>Aug-19</b>	<b>Sep-19</b>	<b>Oct-19</b>	<b>Nov-19</b>	
	\$ 8,368.29	\$ 7,363.99	\$ 7,463.67	\$ 6,611.63	\$ 7,323.47	\$ 7,540.88	\$ 7,057.99	\$ 10,805.50	\$ 7,772.87	
	<b>Mar-20</b>	<b>Apr-20</b>	<b>May-20</b>	<b>Jun-20</b>	<b>Jul-20</b>	<b>Aug-20</b>	<b>Sep-20</b>	<b>Oct-20</b>	<b>Nov-20</b>	
	\$ 4,956.12	\$ 2,601.20	\$ 4,668.69	\$ 5,964.95	\$ 6,023.60	\$ 5,833.18	\$ 4,539.13	\$ 5,787.23	\$ 4,978.82	
<b>VARIANCE</b>	\$ (3,412.17)	\$ (4,762.79)	\$ (2,794.98)	\$ (646.68)	\$ (1,299.87)	\$ (1,707.70)	\$ (2,518.86)	\$ (5,018.27)	\$ (2,794.05)	<b>TOTAL VARIANCE</b>
										\$ (24,955.37) 35.49% Decrease



Utility Billing  
Aged Trial Balance  
Active Accounts

	<u>30 Days</u>	<u>60 Days</u>	<u>90+ Days</u>
12/31/2019	185,344.16	3,404.68	563.32
12/31/2020	146,800.92	14,343.89	13,193.51
Variance	(38,543.24)	10,939.21	12,630.19



**City of Eden  
Municipal Services**

1050 Klyce Street  
Eden, NC 27288

**TO:** Honorable Mayor & City Council  
**THROUGH:** Jon Mendenhall, City Manager  
**FROM:** Paul Dishmon, Director of Municipal Services  
**RE:** Purchase of Wheel Loader  
**DATE:** December 11, 2020

The following items are currently in the 2020-2021 budget that can be eliminated in order to purchase a wheel loader.

- Storm Drain Replacement – Cedar & Willow (Completed out of last year's budget) - \$27,500
- Storm Drain Replacement – Front Street (Completed out of last year's budget) - \$11,000
- Tamp - \$3,500
- Concrete Saw - \$2,500 (Purchased out of last year's budget)
- Automated Leaf Machine - \$53,100

**Total amount eliminated is \$97,600**

We would like to move forward with the purchase of the following that is budgeted for 20/21 with the exception of 1 mower for an additional \$16,000.

- Wheel Loader - \$150,000
- 1 Zero Turn Mowers - \$16,000
- Emergency Trailer - \$6,500
- Message Board – \$20,000
- 1 Zero Turn Mower - \$16,000 (Requested)

**Total amount requested is \$16,000 resulting in a savings of \$ 81,600**



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# Engineering Department

308 E. Stadium Drive, Eden, North Carolina 27288

Phone (336) 623-2110 Fax (336) 623-4041

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## Memorandum

To: Honorable Mayor and City Council

Through: Jon Mendenhall, City Manager

From: Tammy Amos, Director of Transportation Engineering

Date: January 19, 2021

Re: **FY 2020-21 Street Resurfacing Contract, No. 2**  
**Approval to Proceed**

Additional funding in the amount of \$247,500.00 was approved in the FY 2020-21 Powell Bill Budget for some additional street resurfacing that is needed. A section of Kennedy Avenue, Patterson Street and Sherwood Court are scheduled to be resurfaced in April. Two of these streets receive a high volume of traffic. They are currently rated in poor condition due to severe cracking and early pavement failure. The estimated cost to resurface these streets is \$240,000.00.

Staff is requesting approval to proceed with the resurfacing of these streets as previously planned.



# EDEN FIRE DEPARTMENT

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## MEMO

To: Honorable Mayor and City Council  
From: Todd Harden, Acting Fire Chief  
Date: 01/11/2021  
Subject: Fire Apparatus

The City of Eden Fire Department command staff have reviewed the apparatus needs for the fire service in order to provide fire protection to the residents of the City, outlying agencies as part of mutual aid, and contracted service to industries outside the corporate limits. The following options are presented followed by a recommendation:

### **Option #1**

Purchase 1 New Engine; Rebalance Fleet

Move Ladder 2 to Station 4 - this apparatus will replace Engine 4, the 1995 KME that was totaled. The reason for the move is the ladder truck will be more centralized within the city. The second reason is Ladder 2 is too large for the Draper Fire Station. When backing the apparatus into the station if the operator does not back in completely straight, the rear of the truck could strike the back wall of the fire station. This parking configuration is susceptible to preventable accidents if the unit was not assigned to this station. Ladder 2 should be swapped for an engine at the Draper Fire Station, this will allow a two engine and one ladder truck response to a structure fire inside the city. Engine 2 can also remain at the Draper Station to honor the mutual aid agreement with Draper Rural Fire Station 220. This option would mean purchase of one engine and surplus of Ladder 1, applying funds received to the purchase of a new engine.

## **Option #2**

Purchase 1 New Engine, 1 New Ladder; No Rebalancing of Fleet

Move Ladder 2 back to Station 2, purchase a new Quint ladder truck to replace Ladder 1 and purchase a new engine for Station 4 to replace Engine 4. This option will place a ladder truck on each end of the city. Engine 1 will remain at Station 1 to fulfill the mutual aid agreement with Leaksville Fire Department Station 210 and Engine 2 will remain at Station 2. This option will also meet the mutual aid agreement with Draper Rural Fire Station 220.

## **Cost**

The following apparatus and associated costs have been evaluated:

- 2020 Sutphen Mid-Ship Quint with delivery and training \$789,567.85  
5yrs \$172,406, 10yrs \$92,561, 15yrs \$66,140
- 2020 Pierce Enforcer Stock Pumper with delivery and training \$574,212  
5yrs \$125,392.00, 10yrs \$67,315.00, 15yrs \$48,100.00  
Demo truck available for immediate purchase
- 2018 Roesbauer EXT Demo Pumper with delivery and training \$482,886  
5yrs \$105,440, 10yrs \$56,609, 15yrs \$40,450  
Demo truck available for immediate purchase
- 2020 Sutphen Custom Pumper with delivery and training \$487,900  
5yrs \$106,535.00, 10yrs \$57,197.00, 15yrs \$40,870.00  
Demo truck available for immediate purchase
- 2021 Sutphen Commercial Pumper; \$351,066.21  
5yrs \$76,689.00, 10yrs \$41,173.00, 15yrs \$29,420.00  
Available for delivery in 12 months

## **Recommendation**

Option #1 is recommended as being the best option for Eden Fire using the 2021 Sutphen Commercial Pumper, this option meets the fire service needs of the residents of the City, mutual aid agreements with outlying agencies, and services contracted to industry outside the corporate limits.



## Economic Development Department Parks & Recreation Department

January 4, 2020

To: The Honorable Mayor and Eden City Council

Thru: Jon Mendenhall, City Manager

From: Mike Dougherty, Director of Economic Development  
Terry Vernon, Interim Parks & Recreation Director

Re: Freedom Park Wood Carving Public Art Project

Tourism and Special Events Coordinator Cindy Adams has been proposing and implementing enhancements for Eden's trail systems for several years. Her proposals are designed to make these trails more attractive to local and regional residents, thereby drawing more traffic to these community amenities.

Woodchuck Woodcarvings of Boones Mill, VA is one of the more popular attractions of the Annual RiverFest event. They have proposed a natural wood carving project for Freedom Park. This will include 12 benches to create an outdoor classroom at the large elm tree on the trail. It will also include 4 totems on the end of the newly renovated bridge, and 8-foot totem at the Country Club Drive entrance, 6 wood spirits on trees, 2 owls, 2 raccoons, 3 squirrels and 1 turtle at the creek.

The cost of this project is \$6,100. City staff believes this project will provide an opportunity for Central Elementary School and other area school student field trips, will attract children and adults to the Freedom Park Nature Trail and will give Freedom Park another amenity to compliment the playground, splash pad and dog-park. These carvings will have an indefinite life-span and will be viable for years before replacement will be needed.

Both the Eden Internal Technical Review Committee and Eden Strategic Planning Commission have approved this project.

City staff requests City Council approve this project so Woodchuck Woodcarvings can begin this project which will be concluded in a matter of weeks.

Please contact me if you have any questions concerning this request.

# Eden Strategic Planning Commission

August 7, 2020

# Nature Play Spaces: *National Wildlife Federation*

Research indicates that, when children play and learn in nature, they do so with more vigor, engagement, imagination, and cooperation than in wholly artificial environments, and that symptoms of attention deficit and depression are reduced.

Experts agree that children need access to nature the same way they need good nutrition and adequate sleep.



# What is a Nature Play Space?

The idea behind a nature play space is that, instead of the standard, cookie-cutter metal and plastic structures that make up the bulk of today's playgrounds, people can incorporate the surrounding landscape and vegetation to bring nature to children's daily outdoor play and learning environments.



# Freedom Park Nature Trail Nature Play Spaces proposed to add character to trail, encourage field trips by local school students



# Woodchuck Carvings



# Proposal

## PROPOSED CHAINSAW CARVINGS FOR FREEDOM PARK NATURE TRAIL

12 Small Benches	\$1,800
4 Totems on Bridge	\$ 600
8 Foot Totem at Entrance	\$ 800
Mama Bear and Cubs	\$ 800
6 Wood Spirits	\$ 900
2 Owls	\$ 300
2 Raccoons	\$ 300
3 Squirrels	\$ 450
1 Turtle at Creek	\$ 150
<b>TOTAL:</b>	<b>\$6,100</b>



**City Manager's Report**  
**January 2021**  
City Manager Jon Mendenhall

**ECONOMIC DEVELOPMENT**

***Commercial***

**JS of Eden Enterprises, Inc.**

A 7.6 acre site located at 916 S. Van Buren Road is now available for leasing. This is a prime spot for your business. Call 336-627-1313 for leasing information.

**First Choice Tire and Automotive**

Located at 311 S. Van Buren Road, this new Eden business offers oil changes, new and used tires, tire repairs, alignments, tire rotation, brakes, transmission repair, state inspections and automotive maintenance. They are open 8 a.m. to 5 p.m. Monday through Friday and Saturday from 8 a.m. to noon starting in January. Their Eden Chamber of Commerce ribbon cutting will take place on January 15. Call 336-612-2884 for more information.

**Platinum Kutz Beauty Salon and Barber Shop: Opening February 1**

This newest Eden salon and barber shop will open February 1 next to the former Belk building in Eden. Owner Tim Dickerson is a veteran who has opened a beautiful facility in the new Eden Venture Business Park. All styles are offered here, so stop by and learn more about this new business. Call them at 336-417-7224 or visit [www.platinumkutz.style](http://www.platinumkutz.style) to schedule an appointment.

**Save-A-Lot Food Store: Staying Open in Eden!**

This Eden store will remain open and is ready to serve your grocery shopping needs. Stop by their 640 S. Van Buren Road location for dairy, frozen foods, grocery and other items. They are open from 8 a.m. to 10 p.m. seven days per week. You can reach them at 336-627-9555.

**Seth M. Woodall & Associates**

This Eden law firm has added a new attorney as it strives to meet the legal needs of Eden and Rockingham County. Tim Dugan, a graduate of Elon Law School, began work at the firm on January 11. Seth Woodall & Associates offers real estate, estate planning, personal injury, civil litigation and corporation and business set-up services. Call 336-623-3138 or email [info@woodall-law.com](mailto:info@woodall-law.com) for more information.

***Industry***

**Eden Venture Business Park (formerly Eden Mall)**

As most people have seen thus far, owner Ron Hutchens has done an exceptional job of improving the exterior of the former Eden Mall. He is offering build-to-suit spaces for businesses, with the exception of retailers. Thus far, Platinum Kutz has been established in the facility, opening February 1. Another company is now considering the space.

If you would like a location for your business, visit [www.edenventurebusinesspark.com](http://www.edenventurebusinesspark.com) for more information and to apply.

**Nestle Purina**

In December of 2020, the N.C. Rural Infrastructure Authority approved a \$2 million building reuse grant for Nestle Purina. This funding will be used to help upfit the former MillerCoors facility for Nestle Purina. Special thanks goes to Existing Industry Manager Kerry Taylor of the Rockingham County Economic Development Department for her work in writing this grant.

**Night Owl National StoneWorks**

The N.C. Rural Infrastructure Authority also approved a \$100,000 building reuse grant for the Eden Venture Business Park (formerly the Eden Mall) to help upfit a cabinetry facility in this space.

**Weil-McLain**

This Eden company currently has openings for two manufacturing engineers and one purchasing agent. In addition, they have 25 full-time hourly positions that are open including assembly, material handling and machine operators. Visit [www.weil-mclain.com/careers](http://www.weil-mclain.com/careers) for more information.

***Main Street***

**B & K Bargains-New Store!**

This new 232 The Boulevard business is owned by Christy Williams. This thrift store business can be reached at 336-250-7586.

**Former Jones Hardware Building**

This iconic 630 Washington Street building has been purchased by Olde Leaksville Gun Shop owner Barry Carter. Barry has already started renovating the space, which is another example of progress in Eden’s most historic commercial area. Thanks to Barry and all the merchants and property owners who have invested in Uptown Eden—an exciting place to visit, shop and dine.

***Tourism***

The 2021 Event Calendar is set. Pending lifted restrictions, we are preparing for 2021 events & festivals!

- Spring Grown & Gathered                      May 20
- Piedmont Pottery Festival                      June 5
- Oink & Ale    June 19
- Shaggin’ on Fieldcrest                              July 24
- Summer Grown & Gathered                      August 12
- Touch-A-Truck                                        August 21
- RiverFest    September 17 & 18
- Heritage & Heroes                                    October 16
- WinterFest     December 4

Mark your calendars and get ready to celebrate and showcase our Small Town~Big Outdoors!

## **PARKS AND RECREATION**

### **COVID-19 Updates-Phase 3**

All Parks and Recreation facilities are open in a limited capacity due to Governor Roy Cooper's Phase 3 regarding COVID-19. Please note, at all open indoor facilities, staff will have participants sign in, answer questions regarding symptoms of COVID-19 and pass a temperature check before they are allowed into the facility. Staff will also sanitize the facility before, during and at the end of each evening.

### **Basketball Program**

Staff has begun registration for youth boys and girls basketball and will possibly start practicing with masks required if not affected by COVID-19 restrictions.

### **Bridge Street & Mill Avenue Recreation Centers**

These two facilities will be open Monday through Friday from 2 p.m. until 7 p.m. There will be a maximum of ten participants allowed at any given time.

### **Citywide Playgrounds**

All playgrounds are open.

### **Eden City Hall**

City Hall is now open to individuals needing to conduct business within the Finance Department. In order to comply with social distancing guidelines, we ask that you wear a mask and remain six feet apart from others as there will be markings in the lobby appropriately spaced.

Staff from other departments within City Hall can meet with individuals in the lobby or in the front Conference Room if needed.

### **Facility Rentals**

There will continue to be no facility rentals due to the limited number of individuals allowed in a facility only being ten.

### **Freedom Park**

The park will continue to operate by maintaining social distancing during the use of the park by citizens. This includes the walking track, basketball courts, skateboard park, nature trail and dog park. There will continue to be no shelter rentals at this time.

Tournaments at Freedom Park Softball Complex and Multi-Purpose Field are scheduled to begin in February if not affected by COVID-19 restrictions.

The 2021 Freedom Park schedule of events has been completed. If restrictions surrounding COVID-19 are lifted, there will be weekend tournaments scheduled at Freedom Park ballfields beginning February 6 and running through December 6. Included in the schedule of events is a N.C. Dixie Youth Baseball State Tournament from July 16-22.

### **Garden of Eden Center**

This facility is operating with a limited capacity of ten participants indoors and 25 outdoors at any given time and will be open to the public Monday through Friday from 8 a.m. until 5 p.m.

## **PLANNING & INSPECTIONS**

### **Boards and Commissions**

There will be no Boards and Commissions meetings during the month of January that are not required by law.

### **Codes Inspector Position**

Fred Fleming has been hired as a Codes Inspector Trainee and is working with Chief Inspector Bob Vincent on a daily basis.

### **Collections**

The City collected \$249.00 for code enforcement fees. Payments made to the Rockingham County Tax Department in December for code enforcement fees that are due to the City of Eden were \$13,251.02.

### **COVID-19 CDBG Assistance to Low and Moderate Income Citizens Grant**

Staff received notice of the grant agreement and package being sent from the Housing Finance Agency.

### **Draper CDBG**

The environmental review was completed and its record was posted on the City's website, advertised in the Rockingham Now newspaper and is available for review at City Hall. The comment period for the environmental review record has ended and the report has been sent to the N.C. Department of Commerce with a 'Request for Release of Funds' for the grant.

### **GIS**

Staff is making progress with the solid waste maps requested by Public Works so that each truck can have a navigational device to direct them on the most efficient routes. The on-line services have been updated for City Staff to use with their mobile devices. The Engineering Department is providing data on the sewer remediation work as it progresses so that it can be made available to City staff as soon as possible.

### **Historic Preservation Certified Local Government**

Our Preservation Commission has been certified for a number of years. The annual report has been submitted to the State Historic Preservation Office.

### **Internal Technical Review Committee**

The ITRC met and continued discussions regarding the Capital Improvement Program (CIP) for next fiscal year's budget.

### **Nantucket Mill Project**

At the present time, the City is awaiting an answer from the N.C. Housing Finance Agency. City staff is continuing to pursue grant funds for the project. However, Council has approved a way for the City to proceed with the project.

### **Tree City USA**

Eden has been designated as a Tree City USA since the 1990s. The annual report, prepared by Planner Debbie Galloway, to continue the program has been submitted.



**Unified Development Ordinance**

The UDO is now effective. The next step will be to schedule a training session with City Council, the Planning Board, Board of Adjustment and City staff.

**POLICE DEPARTMENT**

Various administrative law enforcement personnel plan to attend the quarterly Rockingham County LEPC (Local Emergency Planning Committee) at the Rockingham County Emergency Services location in Wentworth on January 20 in addition to participating in a prayer walk on The Boulevard on January 30.

CITY OF EDEN, N.C.

The regular meeting of the City Council, City of Eden, was held on Tuesday, December 15, 2020 at 6 p.m. electronically via Zoom and was streamed live on the City's YouTube channel. Those present for the meeting, all via Zoom, were as follows:

Mayor:	Neville Hall
Council Members:	Darryl Carter
	Gerald Ellis
	Jerry Epps
	Angela Hampton
	Phillip Hunnicutt
	Bernie Moore
	Bruce Nooe
City Manager:	Jon Mendenhall
City Clerk:	Deanna Hunt
City Attorney:	Erin Gilley

MEETING CONVENED:

Mayor Hall called the regular meeting of the Eden City Council to order and welcomed those in attendance. Pastor Cynthia Nanney of First United Methodist and Spray United Methodist Churches gave an invocation followed by the Pledge of Allegiance led by Fire Chief Tommy Underwood.

Mayor Hall stated that Council wanted to express their gratitude to Chief Underwood, a longtime employee who was in attendance at his last Eden City Council meeting as a City employee due to his upcoming retirement on December 31. Chief Underwood had been in the fire service a majority of his life, starting as a volunteer for the City and for the Draper Volunteer Fire Department in 1983. In 1988, he came on full time as a relief driver for the City and worked at all four fire stations. He rose through the ranks and was named deputy fire chief in 2005. He had been the City's fire chief for the past 10 years. The department had continued to thrive and grow under his leadership, this year constructing a two and a half story fire training facility on Stadium Drive that would meet training needs for the fire department, as well as other local emergency response agencies, well into the future. He thanked Chief Underwood for his many years of service to the citizens of Eden and wished him well in his retirement.

PROCLAMATIONS AND RECOGNITIONS:

a. Proclamation: Arbor Day.

Mayor Hall read the proclamation.

2020 ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, the City of Eden has been named a Tree City USA community by the National Arbor Day Foundation for the 25<sup>th</sup> year, and

NOW, THEREFORE, I, Neville Hall, Mayor of the City of Eden, do hereby proclaim Tuesday, December 15, 2020 as Arbor Day in the City of Eden, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to promote the well-being of this and future generations.

This the 15th day of December, 2020.

BY: Neville Hall, Mayor

ATTEST: Deanna Hunt, City Clerk

MAYORAL APPOINTMENTS:

a. ABC Board

Mayor Hall reappointed Lisa Duncan for a three-year term.

b. ABC Board Chair

Mayor Hall reappointed Tommy Flynt to serve as chair.

SET MEETING AGENDA:

Mayor Hall wanted to add a closed session to discuss economic development pursuant to NCGS 143-318.11(a)(4) and acquisition of real property pursuant to NCGS 143-318.11(a)(5) as item 15. Item 16 was added as adjournment.

A motion was made by Council Member Ellis to set the meeting agenda as amended. Council Member Moore seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

PUBLIC HEARINGS:

*There were none at this time.*

REQUESTS AND PETITIONS OF CITIZENS:

*There were none at this time.*

UNFINISHED BUSINESS:

a. Consideration of a proposal for internal audit services.

Mayor Hall called on Director of Finance and Personnel Tammie McMichael.

Ms. McMichael stated that Council had a copy of a proposal from Bernard Robinson & Company, who had agreed to provide internal auditing services to the City for a two-year term. During the first year, the firm would complete an Internal Control Review and Assessment and review the City's User Access to Computer Systems. The cost was anticipated to be in the range of \$10,000 to \$12,000. Year two would be more maintenance of the Internal Audit Plan and the cost would be based on the hours worked by the determined level of the person performing the work centered on the hourly rates stated in the proposal.

Mayor Hall stated this was something Council had discussed on and off in the past year. He asked if the anticipated cost between \$10,000 and \$12,000 was the total cost of the two-year term or if it was an annual cost.

Ms. McMichael replied the anticipated cost between \$10,000 and \$12,000 was only for the first year for the firm's services of establishing an internal audit plan. The second year would be used to test the controls and the City would be committing to pay an hourly rate.

Mayor Hall asked if the quoted rates listed in the proposal were for the second year of the term where they would be paid hourly and if so, would they impact the anticipated cost between \$10,000 and \$12,000 for the first year.

Ms. McMichael answered they would not.

Mayor Hall asked if it was possible to have something in the proposal that stated the anticipated cost would not exceed \$12,000.

Ms. McMichael said she felt it was straightforward that for the company to perform the initial assessment of making a recommendation and plan of what they proposed would help to ensure the City's internal controls were working, the cost would not exceed \$12,000. City staff could control what testing was conducted in the second year, but would be paying an hourly rate for the testing.

Mayor Hall pointed out to Council that normally a staff recommendation accompanied a proposal or memo from staff. However, he requested the finance department not give a recommendation as to whether or not to proceed with the internal audit proposal as it was basically an audit of their work. Therefore, there was no accompanying recommendation from staff and it would be the Council's decision whether to spend the money and proceed with the proposal.

Council Member Moore asked Ms. McMichael if the company would perform tests a few times during the second year versus the previous discussion of having them come every month for roughly eight to ten hours.

Ms. McMichael said yes and added that the City could control the frequency of testing. Once the company created a plan for the City, Council could look at it and decide how often the controls should be tested, which would determine what level person and hourly rate would be needed from their firm to conduct the testing.

City Attorney Erin Gilley said City staff did not feel comfortable developing the plan as it needed to be established by an outside source, which was the biggest part of the internal audit process and happened to be the most expensive.

Mayor Hall said the internal audit process was recommended to the City as a measure of control that was not currently in place.

Council Member Ellis suggested having the firm come to the City quarterly during the second year would likely be sufficient.

Council Member Hampton suggested that Ms. McMichael could possibly advise Council as to how often the firm should conduct control testing once she reviewed the plan they established.

Ms. McMichael stated that before the City entered into an agreement with the firm, it could make it very clear that it was asking the firm to conduct the initial assessment with the understanding of what the anticipated cost would be. However, City Council and management would be intimately involved in determining how often control testing was conducted. After receiving the initial plan, the firm could likely give the City a better idea of how much it would cost for them to test the recommended controls. The firm provided all of their hourly rates; however, the City would have the ability to control the cost once the plan was established and an agreement with the firm was entered into.

Council Member Carter expressed concern with the cost of the proposal and even though the audit itself was fine, he felt it was a lot of money. He asked if there were any other bids received for the internal audit.

Ms. McMichael said there were not any other bids received from the second Request for Proposal (RFP) sent out.

Council Member Ellis said it appeared to possibly cost \$2,000 quarterly for a maximum of \$8,000 for the second year. However, if the firm were to decide two control tests were enough, it would cost even less. A purpose of the internal audit was to show that Council was checking everything and working together.

Council Member Hunnicutt shared the same concern regarding the amount of money and stated that he doubted anything would be discovered to offset the cost. However, based on the circumstances that led to the recommendation made from an outside source who reviewed the City's policies and procedures to pursue an internal audit, he felt the City was taking a risk not to adapt some type of audit procedure that would be ongoing with guidelines and implementations that the City would have going forward.

Council Member Hunnicutt made a motion to pursue an internal audit agreement with Bernard Robinson & Company as proposed and with an allocation up to \$15,000 to cover the process. Council Member Carter seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

*A copy of the proposal is available in the City Clerk's office.*

NEW BUSINESS:

- a. Consideration of Boards and Commissions appointments.

Mayor Hall called on Director of Planning and Inspections Kelly Stultz.

Ms. Stultz stated that Council had adopted all new regulations that would be effective January 1, 2021. In doing so, the City effectively did away with the original ordinances and created new ones. Therefore, everyone who currently served on the boards and commissions would have to be reappointed or newly appointed. Upon Mayor Hall's request, the appointments would be carried out by a slate of offices unless a member had a different person to appoint.

Mayor Hall stated there was a list of members belonging to the Board of Adjustment, Community Appearance Commission, Historic Preservation Commission, Planning Board and Tree Board in the packet

sent to Council. He asked for a motion of approval or denial for all of the offices if there were no recommendations of different nominations.

Council Member Carter said there was a vacancy in his ward for the Historic Preservation Committee and he requested to hold that position open until January when he could fill it.

Mayor Hall agreed to pull the vacant position. He asked Council Member Nooe if he also wanted to pull the vacant position that was in his ward until January.

Council Member Nooe said yes but added he had verified the other positions within his ward.

Council Member Moore said he made contact with the members within his ward except for Mike Corum, whose term had expired on the Tree Board.

Council Member Epps said all of the members within his ward agreed to reappointment except for the member on the Board of Adjustment who declined.

Mayor Hall asked Council to try to have all vacant positions filled by the January Council meeting so that an approval could be given for all of them.

Council Member Hunnicutt asked if he needed to make contact with each of the members within his ward even if their term was not expired.

Ms. Stultz said it was up to him. The planning department mailed a letter to each of the members asking if they did not want to be reappointed. She only received phone calls from those who did wish to be reappointed.

Council Member Epps made a motion to approve the slate of nominees excluding the vacancies and declination. Council Member Carter seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

Appointments are as follows:

Board of Adjustment:

Ward 1	Joan Moore	2021	Councilman Moore
Ward 2	Will Flynt	2021	Councilman Nooe
Ward 3	Barney Walker	2021	Councilwoman Hampton
Ward 5	Charles Johnson	2021-2023	Councilman Carter
Ward 6	Cleveland Ellison	2021-2023	Councilman Hunnicutt
Ward 7	Diana Biggs	2021-2023	Councilman Ellis
Mayor	Jackie Hampton	2021-2022	Mayor Hall
ETJ	David Everett	2021-2022	Full Council approval
ETJ	Terry Shelton	2021-2023	Full Council approval

Community Appearance Commission:

Ward 1	Susan Cunningham	2021-2022	Councilman Moore
Ward 2	Tim Kirkman	2021	Councilman Nooe
Ward 3	Karla McDonald	2021-2023	Councilwoman Hampton
Ward 4	Faye Shelton	2021-2023	Councilman Epps
Ward 5	Cathy Carter	2021-2023	Councilman Carter
Ward 6	James Cherry	2021	Councilman Hunnicutt
Ward 7	Debbie Ellis	2021-2022	Councilman Ellis
Mayor	Julie Talbert	2021-2022	Mayor Hall

Historic Preservation Commission:

Ward 1	Everall Peele	2021-2023	Councilman Moore
Ward 3	Beth Pulliam	2021	Councilwoman Hampton
Ward 4	Louise Price	2021	Councilman Epps
Ward 6	Charles Yarbrough	2021-2022	Councilman Hunnicutt
Mayor	Blanche Hailey	2021-2022	Mayor Hall

Planning Board:

Ward 1	Eddie Barker	2021-2022	Councilman Moore
Ward 2	Gwen Taylor	2021-2023	Councilman Nooe
Ward 3	Barbara Garland	2021-2022	Councilwoman Hampton

Ward 4	Fred Ramsey	2021-2023	Councilman Epps
Ward 5	Amelia Dallas	2021-2022	Councilman Carter
Ward 6	Jerry Holland, Jr.	2021	Councilman Hunnicutt
Ward 7	Frank Wyatt	2021-2022	Councilman Ellis
Mayor	Carol Helms	2021	Mayor Hall
ETJ	Steve Morgan	2021-2023	Full Council approval
ETJ	Matthew Smith	2021	Full Council approval

Tree Board:

Ward 2	James Ivie	2021	Councilman Nooe
Ward 3	Brian Ferris	2021-2022	Councilwoman Hampton
Ward 4	Paul Dishmon	2021-2022	Councilman Epps
Ward 5	Max Kirks	2021-2022	Councilman Carter
Ward 6	Jason Harris	2021-2023	Councilman Hunnicutt
Ward 7	Tyra Hinton	2021-2023	Councilman Ellis
Mayor	Dale Warren	2021-2023	Mayor Hall

- b. Consideration of Strategic Planning Commission funding in the amount of \$4,500 for a Children’s Interactive Trail funding on the Smith River Greenway.

Mayor Hall called on Ms. Stultz.

Ms. Stultz stated that earlier in the year the Strategic Planning Commission (SPC) approved up to \$10,000 to participate in the Children’s Interactive Trail along with other arts groups from the County. As noted in a memo sent to Council by the SPC chair, Rockingham County Partnership for Children (RCPC) had received funding towards the project but was left with a deficit of \$4,500. Council was requested to grant the \$4,500 needed to complete the project on the Smith River Greenway.

Mayor Hall said the project was brought before Council several months ago in the form of a \$10,000 request that was tabled as Council was unsure as to the City’s financial situation due to COVID-19. In the meantime, the RCPC raised over half of the funds to complete the project but ran out of time and resources needed to make a decision.

Council Member Hampton made a motion to approve \$4,500 for a Children’s Interactive Trail funding on the Smith River Greenway. Council Member Moore seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

REPORTS FROM STAFF:

- a. City Manager’s Report

Mayor Hall called on City Manager Jon Mendenhall.

Mr. Mendenhall thanked Council and Eden’s citizens for the opportunity to serve. He also thanked City staff, noting they were a good group of employees. He wished everyone a Merry Christmas and welcomed any questions regarding the submitted report.

Mayor Hall wished Mr. Mendenhall a Merry Christmas and said he had enjoyed seeing him participate in the festivals and events being held in the downtown areas and noted it was a good move for the manager to establish relationships with the citizens.

Council Member Hunnicutt stated that even though 2020 had been a tough year for the City, the economic development effort between the City and the County was greatly appreciated as displayed in the City Manager’s report. For the City alone, the capital investment was \$460 million with the creation of 463 new jobs. He recently spoke with Mr. Mendenhall and expressed his hope that as the end of the year approached, the City’s achievements could be promoted. The City’s successes included the Nestle Purina investment, revitalization of the Eden Mall and downtown areas, and several other industrial projects that had generated a good amount of capital investment, as well as jobs. He wanted to express his gratitude for the successes achieved.

Council Member Ellis stated how positive it had been for Council to work together for the City and its citizens over the past year. He added that City employees did a great job and he was pleased with Mr. Mendenhall and the positive direction he was taking the City in. He looked forward to the upcoming year filled with great ideas.

Mayor Hall said Mr. Mendenhall was building a team mentality by establishing different committees responsible for looking at things and felt the City was going to start seeing the benefits of that in the near future.

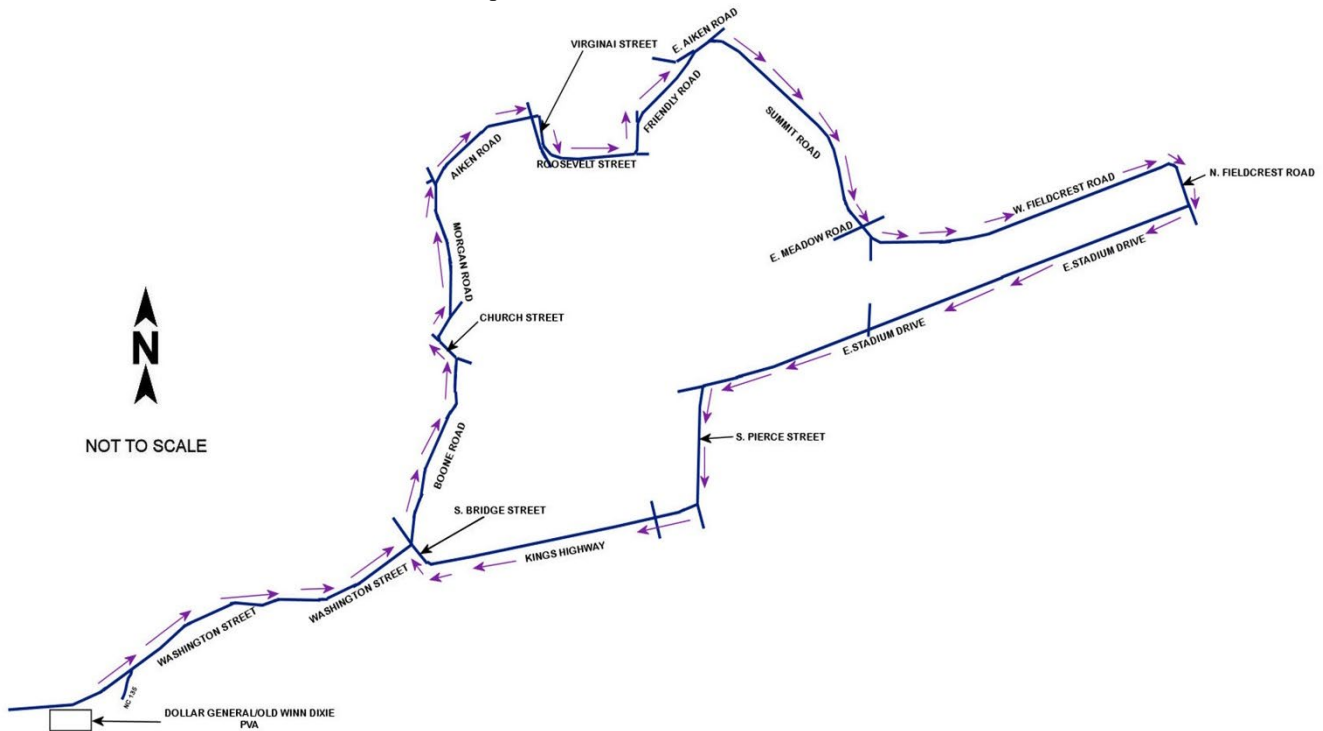
City Manager's Report  
December 2020  
City Manager Jon Mendenhall

ADMINISTRATION

Santa Claus is Coming to Town

We just received a call from the North Pole and guess who is coming to town...SANTA! He will be touring the Eden neighborhoods with his friends on December 18 beginning at 6:30 p.m. Below is a map of his route that his elves sent us.

So turn on your lights and gather at the curb.  
This fun-filled event will be quite superb!  
Socially distance and please wear your mask.  
Take care and be safe while Santa rides past!



ECONOMIC DEVELOPMENT

*Commercial*

**Ample Storage**

At Ample Storage they understand all of your storage needs. Their on-site managers take personal care in watching over your belongings and offer the best customer service in the industry. With their wide range of locations and sizes, they offer storage that will fit any budget.

Dimensions	Square Feet	Monthly Cost
5' x 5'	25	\$25
5' x 10'	50	\$40
7.5' x 10'	75	\$60
10' x 10'	100	\$80
10' x 15'	150	\$100

They are located at 842 S. Van Buren Road next to Tractor Supply.

**ARC Skate Shop**

This long-time Eden skate shop has reopened at 428-A Kings Highway. They sell skateboards, skating equipment, wheels, apparel and more. They are open noon – 8 p.m. Monday-Saturday and 1 p.m. – 5 p.m. on Sunday. Call 336-635-9350 for more information.

**ModWash**

This company will soon be opening the new car wash located in front of Food Lion on Van Buren Road. At ModWash, their goal is to make life shine. They are an express car wash with a commitment to quality service, professional car care and doing good for the communities in which they are located. They like to think that with every wash, they are delivering something special. Driving a clean car feels good and they want to spread that feeling of pride across every community they serve.

**Slicks Tattoo Studio**

This newest tattoo studio has opened at 428-B Kings Highway. They are open 11 a.m. – 11 p.m. everyday. Call 336-522-9970 for more information.

*Housing*

The City’s economic development team is working with local and regional housing developers to supply more housing stock in Eden. Since 2019, the Eden housing market has improved significantly with many homes selling within two days and bidding wars taking place. N.C. is one of the top states to which people are choosing to relocate because of its climate, relatively low cost of living and proximity to the mountains and ocean. Eden is participating in this success. COVID-19 has added fuel to this housing boom since many people wish to live in less densely populated areas of the country.

After decades of the larger urban areas enjoying significant annual population growth, the trends are now pointing to growth in mid-sized cities, such as Greensboro and Winston-Salem, and small towns like Eden. One person from Research Triangle Park and one from Wake Forest, N.C. contacted the City this summer stating they were moving to Eden because they preferred small town living and Eden’s internet speeds are the same as that of larger cities. COVID-19 has accelerated a trend of people working from home. They can live anywhere they can access the internet. Realtors report new residents from Arizona, California, New York, New Jersey, Vermont and Michigan coming to Eden in 2020. Our community is changing and the City staff is working to provide the amenities that current and new residents desire, such as trails and vibrant downtowns.

*Industry*

Acrow Bridges

This newest Eden company is located at 406 Summit Road across from Gildan Yarns. They are seeking a forklift operator and laborers for day shift work of 7 a.m. to 3:30 p.m. Compensation is \$15-\$17 per hour with benefits. If you are interested, apply online at [careers@acrow.com](mailto:careers@acrow.com)

Weil-McLain

This Eden company currently has openings for two manufacturing engineers and one purchasing agent. In addition, they have 25 open full-time hourly positions including assembly, material handling and machine operators. Visit [www.weil-mclain.com/careers](http://www.weil-mclain.com/careers) for more information.

Gildan Yarns

Gildan is seeking machine electricians, spinning and carding technicians, spinning and carding operators, and can haulers. There are some day shift positions, but the majority of these openings are on the night shift. Most positions are for 12-hour shifts on a 2-2-3 schedule. For more information, visit their 335 Summit Road facility.

Sturm Ruger

On December 7, the N.C. Department of Commerce announced that Sturm Ruger will add roughly 60 jobs and invest approximately \$10 million at its site in Mayodan over the next three years. Salaries for the new jobs are expected to average \$44,033 per year, creating an annual payroll impact for the region of more than \$2 million per year. Rockingham County’s overall annual wages average \$35,146. Sturm Ruger’s new positions will include production associates and supervisors. For more information, visit <https://ruger.com/micros/careers/>

Rockingham County Economic Development: 2019-2020

Beginning in the spring of 2019 and throughout the pandemic-plagued 2020, Eden and Rockingham County have enjoyed unprecedented economic development success. Here is a rundown of the new projects and expansions that have taken place during this time:

<u>Company</u>	<u>Area</u>	<u>Products</u>	<u>Investment</u>	<u>Jobs</u>
Pella Corp.	Reidsville	Window Mfg.	\$ 15.5 million	125
Gildan Yarns	Eden	Yarn Mfg.	\$ 4.5 million	75
Bovone	Reidsville	Glass machinery	\$ 1.0 million	5
Ontex	Rock. Cty.	Diaper Mfg.	\$ 93 million	403
Nestle Purina	Eden	Pet Food Mfg.	\$ 450 million	300
Night Owl	Eden	Granite Mfg.	\$ 3 million	60
EVBP	Eden	Cabinet Mfg.	\$ 1.6 million	18
Acrow	Eden	Bridges	\$ Not specified	10
Sturm Ruger	Mayodan	Firearm Mfg.	\$ 10 million	60
Farmina	Reidsville	Pet Food Mfg.	\$ 28.5 million	129
<b>Total</b>			<b>\$ 607.1 million</b>	<b>1,185</b>

Note: Nestle Purina is the largest single industrial investment in Rockingham County history and 39% of jobs will be in Eden—the largest single percentage of all county areas where jobs have located.

Special thanks goes to the Rockingham County Economic Development team that either spearheaded or assisted the Eden and Reidsville economic development departments with these projects. This success is truly a team effort. From Eden’s perspective, we appreciate the partnership we enjoy with Rockingham County Economic Development Director Leigh Cockram and Existing Industry Manager Kerry Taylor. They are invaluable to our success and Eden is proud to be part of the Rockingham County Economic Development team.

PARKS AND RECREATION

COVID-19 Updates-Phase 3

All Parks and Recreation facilities are open in a limited capacity due to Governor Roy Cooper’s Phase 3 regarding COVID-19. Please note, at all open indoor facilities, staff will have participants sign in and answer questions regarding symptoms of COVID-19 before they are allowed into the facility. Staff will also sanitize the facility before, during and at the end of each evening.



Bridge Street & Mill Avenue Recreation Centers

These two facilities will be open Monday through Friday from 2 p.m. until 7 p.m. There will be a maximum of ten participants allowed at any given time.

Citywide Playgrounds

All playgrounds are open.

Eden City Hall

City Hall is now open to individuals needing to conduct business within the Finance Department. In order to comply with social distancing guidelines, we ask that you wear a mask and remain six feet apart from others as there will be markings in the lobby appropriately spaced.

Staff from other departments within City Hall can meet with individuals in the lobby or in the front Conference Room if needed.

Facility Rentals

There will continue to be no facility rentals due to the limited number of individuals allowed in a facility only being ten.

Freedom Park

The park will continue to operate by maintaining social distancing during the use of the park by citizens. This includes the walking track, basketball courts, skateboard park, nature trail and dog park. There will continue to be no shelter rentals at this time.

The Freedom Park Softball Complex and Multi-Purpose Field will continue to operate as it did in Phase 2 with no weekend tournaments being held.

The 2021 Freedom Park schedule of events has been completed. If restrictions surrounding COVID-19 are lifted, there will be weekend tournaments scheduled at Freedom Park ballfields beginning February 6 and running through December 6. Included in the schedule of events is a N.C. Dixie Youth Baseball State Tournament from July 16-22.

Garden of Eden Center

This facility is operating with a limited capacity of ten participants at any given time and will be open to the public Monday through Friday from 8 a.m. until 5 p.m.

Santa Calling

Staff will provide “Santa Calling” to residents on December 16-17. Please contact the Parks & Recreation Department to sign up to receive a phone call from Santa Claus.

PLANNING & INSPECTIONS

Board of Adjustment

The Board of adjustment approved the request for Solar as a Principal Use on Meadow Road at their November meeting.

Boards and Commissions

Meetings remain suspended for all boards and commissions except those that receive requests that cannot be delayed, such as the Planning Board and the Strategic Planning Commission.

COVID-19 CDBG Assistance to Low and Moderate Income Citizens Grant

Per a conversation with the N.C. Department of Commerce, they expect to send out grant agreements soon.

Dollar General

The new store located at 1819 NC 135 is now under construction.

Draper CDBG

The environmental review was completed and its record was posted on the City’s website, advertised in the Rockingham Now newspaper and is available for review at City Hall. The comment period for the environmental review record has ended and the report has been sent to the N.C. Department of Commerce with a ‘Request for Release of Funds’ for the grant.

GIS

Planning & Inspections Coordinator Debra Madison has updated the City’s street map book, which is used by various departments.

Historic Preservation Certified Local Government

Our Preservation Commission has been certified for a number of years. The annual report is being prepared and will be submitted to the State Historic Preservation Offices by December 18.

Internal Technical Review Committee

The ITRC will meet again in mid-December. The committee plans to have further discussions regarding the Capital Improvement Plan program and a discussion regarding an internship program.

Nantucket Mill Project

At the present time, the City is awaiting an answer from the N.C. Housing Finance Agency. City staff is continuing to pursue grant funds for the project. However, Council has approved a way for the City to proceed with the project.

**Pedestrian Plan**

Planning staff had a virtual meeting with representatives of AECOM and Integrated Mobility Division at NCDOT. They are currently compiling the information and data requested during the meeting in order to begin the process in January 2021. The consulting firm was chosen by NCDOT.

**Ray Commons Project**

This project is known to many as the old Central Hotel. The first floor is currently in the framing stage while the second, third and fourth floors are in the trim-out stage.

**Purina**

The building permit for Purina has been issued. The plan review process for this project will be ongoing throughout the construction phase.

**Stadium Drive Sidewalk Project with NCDOT**

The plan is to begin construction in the spring of 2021. There are a few easements still needed from property owners. The most recent estimated cost of construction by the engineering firm is over budget. A representative from Wetherill and Planning & Inspections Director Kelly Stultz are arranging a conference call with NCDOT to discuss how the additional part of the project might be funded or if the project area will need to be changed.

**Strategic Planning Commission**

The SPC met on November 6 to discuss a recommendation that was made to purchase property for a farmers market. After discussions with County agricultural staff, the project is on hold.

**Tree City USA**

Eden has been designated as a Tree City USA since the 1990's. The annual report, prepared by Planner Debbie Galloway, to continue the program was due on December 1.

**Unified Development Ordinance**

At the regular October City Council meeting, Council voted to approve the text of the UDO with an effective date of January 1, 2021. At the regular November City Council meeting, the proposed maps were approved with one change recommended by staff for property on Highway 135. The next step will be to schedule a training session with City Council, the Planning Board, Board of Adjustment and City staff.

**POLICE DEPARTMENT**

Several scheduled training classes have been canceled due to COVID-19. Therefore, law enforcement advanced training has slowed and/or been postponed. The department continues to schedule training in hopes to keep its officers up to date and proficient. One of the classes that has been canceled is the annual In-Service Instructor Update for In-Service Training Coordinators. Chief Clint Simpson will participate in the online training that is being offered. Captain Paul Moore continues to work on the Governor's Crime Commission Grants, in particular the upcoming 2021 grant session that will close in January 2021.

**CONSENT AGENDA:**

- a. Approval and adoption of the (a) November 17, 2020 Minutes and (b) November 23, 2020 Minutes.

A motion was made by Council Member Moore to approve the Consent Agenda. Council Member Hampton seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

**ANNOUNCEMENTS:**

Mayor Hall stated the Council budget retreat that was normally held in February was proposed by Mr. Mendenhall to take place on a school workday in January. He urged Council to reach out to Mr. Mendenhall for the date and hoped to have full participation. He added the preliminary agenda did not appear to be as lengthy as in the past.

Council Member Moore wished everyone a Merry Christmas.

**CLOSED SESSION:**

To discuss economic development pursuant to NCGS 143-318.11(a)(4) and acquisition of real property pursuant to NCGS 143-318.11(a)(5).

Council Member Hampton made the motion to go into closed session. Council Member Moore seconded the motion. All members present voted in favor (according to a roll call vote by Mayor Hall), Council Member Ellis had exited the meeting. The motion carried.

Council Member Carter made the motion to return to open session. Council Member Hampton seconded the motion. All members voted in favor (according to a roll call vote by Mayor Hall). The motion carried.

ADJOURNMENT:

As there was no further business to discuss, a motion was made by unanimous consent to adjourn.

Respectfully submitted,

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Deanna Hunt  
City Clerk

ATTEST:

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Neville Hall  
Mayor



## MEMORANDUM

**To:** Honorable Mayor and City Council

**Thru:** Jon Mendenhall, City Manager

**From:** Tammie McMichael, Director of Finance & Personnel

**Date:** January 19, 2020

**Subject:** New Finance and Human Resources Software

In the 20-21 Budget, Council approved for a Finance and Human Resources Software conversion and replacement. Due to the projected cost of the project, staff will need to follow the formal bidding guidelines. Our Request for Proposal must be advertised 7 full days before the date of the bid opening. We typically advertise in a newspaper of general circulation. However, staff feels that advertising in the local paper would be expensive, and the ad would not reach the software vendors. Therefore, advertising electronically on the city's website is the better option. Staff will be mailing the Request for Proposal to software vendors who we feel would be interested in sending in a proposal.

Staff request Council's approval to use the electronic advertisement only for the Finance and Human Resources Software conversion and replacement.



## MEMORANDUM

**To:** Honorable Mayor and City Council

**Thru:** Jon Mendenhall, City Manager

**From:** Tammie McMichael, Director of Finance & Personnel

**Date:** January 19, 2020

**Subject:** Employee Rights Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act

The Families First Coronavirus Response Act, passed in March as the federal government's first response to the COVID-19 crisis, is a law with many parts. The Emergency Sick Leave Act and the Emergency Family and Medical Leave Expansion Act are the two most familiar to public employers. The stimulus bill that was passed December 21, 2020 did not extend the Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act. Those laws and the benefits they provided to employees expire at midnight, December 31, 2020.

Staff would like to ask you to approve the attached policy to extend the Emergency Sick Leave Act until June 30, 2021. Since we are still facing the pandemic, it makes the most sense to continue this benefit to employees. For the employees who have used 80 hours of the Emergency Paid Sick Leave, they would have to use their personal time should they need to take more sick time. For the employees who have used a portion of the 80 hours or not any of the 80 hours, this would give them sick time they could use should they become exposed or test positive for COVID-19. We are in hopes that all employees remain healthy and safe during these unprecedented times.

The City of Eden is taking steps to protect our employees with the expiration of the Families First Coronavirus Response Act (FFCRA) on December 31, 2020. It is the City's goal to continue to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The City of Eden is committed to provide accurate information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

The City of Eden will provide eligible employees with temporary emergency paid sick leave under certain conditions. This policy will become null and void should Congress adopt an Emergency Paid Sick Leave Act prior to the expiration date of this policy.

## **The City of Eden Emergency Paid Sick Leave**

The City of Eden Emergency Paid Sick Leave is separate from and independent of Family and Medical Leave (FMLA) and is independent of any existing sick leave policies that the City grants employees in the normal course of business.

The policy allows an eligible employee to qualify for emergency paid sick leave as follows:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or because they are at high risk of complications from COVID-19.
3. The employee is showing symptoms of COVID-19 and is actively seeking but has not yet received a medical diagnosis;
4. The employee is caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare provider to self-quarantine for COVID-19 related reasons;
5. The employee is caring for his or her son or daughter because the child's school or childcare facility has been closed or the childcare provider is no longer available because of COVID-19 related reasons; or
6. The employee is experiencing substantially similar conditions as specified by the Federal Secretary of Health or Human Services, in consultation with the Federal Secretaries of Labor and Treasury.

## **Eligibility**

All employees who have been employed with the City for at least 30 days (full-time, or part-time) are eligible for EPSL in the event the employee is unable to work or telecommute because the employee meets one or more of the conditions stated above.

## Duration/Compensation

Employees are eligible for, on a one-time basis, the following:

- **Full-Time employees:** 80 hours of pay at their regular hourly rate of pay. However, when caring for a family member, for reasons 4, 5 and 6 above, EPSL is paid at two-thirds the employee's regular hourly rate of pay.
- **Part-Time employees:** The number of hours the employee worked, on average, over the most immediate prior full pay period. However, when caring for a family member, for reasons 4, 5 and 6 above, EPSL is paid at two-thirds the employee's regular hourly rate or pay.

Paid leave under this policy is limited to \$511 per day (or \$5,110 in total) where leave is taken for reasons 1,2, and 3 described above (generally, an employee's own illness or quarantine); and \$200 per day (\$2,000 in total) where leave is taken for reasons 4, 5, or 6 (generally care for others or school closures).

## General Rules

- Employees may elect to use EPSL prior to utilizing any accrued paid sick leave under the City's sick leave policy.
- Employees that have used all or a portion of the original 80 hours mandated by the federal government, will not receive additional hours for EPSL.
- No leave provided by the City under any governmental act prior to January 1, 2021, may be credited against the EPSL eligibility.
- Employees are responsible for immediately notifying Human Resources of their intent to utilize this policy, so that the appropriate application paperwork may be given to the employee in a timely manner.
- Employees must successfully complete the necessary application paperwork and return it to Human Resources in a timely manner in order to receive compensation under this policy. Failure to return application paperwork and required supporting documentation in a timely manner may result in a delay in receiving compensation under this policy.
- Employees seeking compensation under this policy found solely to be taking this leave to defraud the City will be subject to disciplinary action up to and including termination of employment.
- The City will not retaliate against any employee who requests to take EPSL in accordance with this policy.
- This policy expires on June 30, 2021.

## **Definitions**

### **Child Care Provider Defined for the Purposes of EPSL**

For the purpose of this policy, the term “child care provider” is defined as one who provides child care services on a regular basis and receives compensation for those services, including an ‘eligible child care provider’ as defined in Section 658P of the Child Care & Development Block Grant Act of 1990 (42 USC 9858n).

### **School Defined for Purposes of EPSL**

The term “school” means an ‘elementary school’ or ‘secondary school’ as such terms are defined in Section 8101 of the Elementary & Secondary Education Act of 1965 (20 USC 7801).



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## **CITY OF EDEN – MEMORANDUM**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**THRU:** JON MENDENHALL, CITY MANAGER

**FROM:** ERIN GILLEY, CITY ATTORNEY

**DATE:** JANUARY 8, 2021

**SUBJECT:** AMENDMENT TO CHAPTER 2 OF THE EDEN CITY CODE, YOUTH COUNCIL COMMISSION

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I have prepared an amendment to Chapter 2 of the City Code that codifies the Eden Youth Council. This commission of the City Council has been in existence since 2012; however, it has never been made a part of the City Code. This commission was created by action of the City Council, members are appointed at the direction of City Council, and the commission has been and is currently advised and assisted by City Staff at the direction of City Council. The proposed ordinance codifies the bylaws that have been adopted by the Eden Youth Council each year. Attached you will find a copy of the proposed ordinance.

Please consider this amendment at your January 19<sup>th</sup> meeting and please do not hesitate to contact any one of us if you should have any questions or concerns.

AN ORDINANCE AMENDING  
THE CITY CODE  
OF THE CITY OF EDEN

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, that Article III of Chapter 2 Administration of the Eden City Code is amended by adding a division to be numbered as Division 6 Eden Youth Council, which division reads as follows:

***DIVISION 6 EDEN YOUTH COUNCIL***

**§ 2-95. CREATED.**

There is hereby created and established the Eden Youth Council by the Eden City Council.

**§ 2-96. COMPOSITION, STRUCTURE.**

(A) *Representation.* The Eden Youth Council, sponsored by the Eden City Council, shall seek its membership to be a diverse representation reflecting the community.

(B) *Membership.* Any youth aged 14-20 who lives in the Morehead Attendance Zone or attends Morehead High School. Attendance at Morehead High School is not a requirement to be a member of the Eden Youth Council. Duties of the General Council member are to attend all meetings and special events and participate in one Council project.

(C) *Application Process.* Members of the Eden Youth Council shall be chosen through an application process. Interested parties shall complete the application form. The Eden City Council and selected leaders of the community shall review the applications and serve as the selection committee.

(D) *Appointment of Members.* The selection committee shall appoint the members of the Eden Youth Council.

(E) *At Large Member.* There may be one 8<sup>th</sup> grade At Large Member per council.

**§ 2-97. OFFICES.**

(A) *Offices of the Executive Council.* The Eden Youth Council shall have appointed from its members a Chairperson, Vice Chairperson, Secretary, Media Coordinator, and a Recruiting Coordinator.

(B) *Officer Duties.* The duties of the officers shall be as follows:

(1) The Chairperson shall preside at the meetings of the Eden Youth Council and shall be charged with the administration of the affairs of the Youth Council. The Chairperson shall prepare agenda for all Council meetings, coordinate all programs and endeavors of the council, assign

temporary replacement for any officer in temporary absence, be responsible for all duties assigned to him/her by the Council, Executive Board, or Advisor, receive community youth information, and bring it to the Council, have the right to vote twice on any matter brought before the Council in the event of a tie, represent the Council in public appearances when possible to do so, call emergency meetings of the Council and Executive Council as needed, and attend all meetings and special events.

(2) The duties of the Vice-Chair shall be to perform the duties and exercise the power of the Chair during the absence of the Chair. The Vice-Chair shall carry out all duties of the Chairperson in his/her temporary absence, oversee all projects of the Youth Council, be responsible for ensuring all project reports are made on schedule, assure that all council meetings and Executive Council meetings are conducted in accordance with Robert's Rules of Order, properly facilitate any and all elections/votes within the Council meetings, be responsible for all duties assigned to him/her by the Council, Chairperson, or Advisor, attend all meetings and special events.

(3) The duties of the Secretary shall be to prepare and keep a record of the attendance and minutes of all of the meetings/events, present the minutes in written/digital format at each Council meeting, or email them to the Advisor up to two days before the next meeting and Advisor will bring the minutes to the meeting, maintain the calendar and schedule of Council activities, be responsible for all duties assigned to him/her by the Council, Executive Council, or Advisor, and attend all meetings and special events.

(4) The duties of the Media Coordinator shall be to coordinate recruitment campaigns with the Recruiting Coordinator, coordinate publicity for the Council, coordinate publicity for Council projects, be responsible for all duties assigned to him/her by the Council, Executive Council, Chairperson, or Advisor, attend all meetings and special events.

(5) The duties of the Recruiting Coordinator shall be to promote and increase council membership by recruiting prospective members, plan and implement one Membership Drive to recruit new members by working with school representatives, and other members of the council, plan and implement membership meetings to discuss with school administrators and/or guidance counselors matters dealing with recruiting, attend all meetings and special events.

(C) *Selection of Officers.* The officers of the Eden Youth Council shall be selected annually. The officers of the Youth Council shall be appointed by the Selection Committee with recommendations coming from the prior year's Executive Council.

(D) *Term of Officers.* The term of all offices shall be for one year; however members may re-apply after expiration of term provided they still meet the qualifications.

## **§ 2-97. MEETINGS.**

(A) *Regular Meetings.* Regular meetings of the Eden Youth Council shall be held once a month. The time and day shall be determined each year by the Youth Council. The principal meeting place of the Youth Council shall be at Eden City Hall. Robert's Rules of Order shall govern

the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these by-laws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings.

(B). *Special Meetings.* Special meetings may be called upon the request of the Chairperson. Request for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The Chair shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

(C). *Open Meetings.* All meetings of the Eden Youth Council shall be open to the public.

(D). *Quorum.* The presence of a majority of the entire membership of the Eden Youth Council shall constitute a quorum for a meeting of the Youth Council. A quorum is necessary to transact official business at any meeting.

(E). *Voting.* The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation. In the event of a tie vote, the Chair will have a second vote to break the tie.

(F). *Order of Business.* The Chairperson of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceedings to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:

- (1) Pledge of allegiance.
- (2) Approval of the minutes of the previous meeting.
- (3) Public comments and/or matters for consideration.
- (4) Unfinished business.
- (5) New Business
- (6) Reports from Project Leaders.
- (7) Announcements.
- (8) Adjournment.

(G). *Recordings of Meetings.* The proceedings of the Youth Council shall be recorded by the Secretary. Records shall be preserved in accordance with the record retention schedule established by the Office of the City Clerk.

(H). *Attendance.* Attendance at regular Youth Council meetings is expected by all members. If a member cannot attend due to sickness or for a duly authorized reason, the member

shall notify the Chair of the Eden Youth Council to be considered as an excused absence. Any member who fails to appear and be counted present at any regular meeting or special meeting shall be recorded as absent. To remain as a Youth Council member, there shall be no more than three excused and one unexcused absence per year at the monthly scheduled meetings. Each Youth Council member will be expected to attend at least one City Council meeting (exclude the December meeting) in addition to the August swearing in meeting.

**§ 2-99. REPORTS.**

Chair and Vice Chair will present any special reports to the Eden City Council and ask for support from all Youth Council members.

**§ 2-100. ROLE OF THE EDEN CITY COUNCIL.**

The Eden City Council shall receive recommendations from the Eden Youth Council. The Eden City Council shall provide support staff to the Eden Youth Council to assist them in carrying out their duties. The Eden City Council shall communicate upcoming issues to the Eden Youth Council so they may respond accordingly. Each City Council member will be asked to attend at least one Youth Council meeting.

The Eden Youth Council may receive contributions from private agencies, foundations, organizations, individuals and state or federal government, or any other source on behalf of the City, in addition to any sums appropriated for its use by the City Council, to be used and accounted for as directed by the City Council or its designated Staff assistance.

APPROVED AND ADOPTED, this 19th day of January, 2021.

CITY OF EDEN

BY: \_\_\_\_\_

Neville A. Hall, Mayor

ATTEST:

\_\_\_\_\_  
Deanna Hunt, CMC  
City Clerk

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## CITY OF EDEN – MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**THRU:** JON MENDENHALL, CITY MANAGER

**FROM:** ERIN GILLEY, CITY ATTORNEY

**DATE:** JANUARY 8, 2021

**SUBJECT:** AMENDMENT TO CHAPTER 2 OF THE EDEN CITY CODE

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I have prepared an amendment to Chapter 2 of the City Code that creates a Parks, Recreation, Open Space, and Greenway Commission. The intent of this Commission is to encourage public participation and interest in the City's Parks and Recreation. The Commission will serve an advisory role to the Council, studying and making recommendations to the Council, educating the public, and providing assistance for the development of the City's parks, open spaces and greenways. The Ordinance provides for seven members appointed by the Council and two ex-officio members appointed by the City Manager. Attached you will find a copy of the proposed ordinance.

Please consider this amendment at your January 19<sup>th</sup> meeting and please do not hesitate to contact any one of us if you should have any questions or concerns.

AN ORDINANCE AMENDING  
THE CITY CODE  
OF THE CITY OF EDEN

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BE IT ORDAINED BY THE CITY COUNCIL of the City of Eden, North Carolina, that Article III of Chapter 2 Administration of the Eden City Code is amended by adding a division to be numbered as Division 5 Parks, Recreation, Open Space, and Greenway Commission, which division reads as follows:

***DIVISION 5 PARKS, RECREATION, OPEN SPACE, AND  
GREENWAY COMMISSION***

**§ 2-90. CREATED.**

There is hereby created pursuant to G.S. Chapter 160, Article 18, a Parks, Recreation, Open Space, and Greenway Commission for the City, which committee is hereafter referred to as the “Parks Commission.”

**§ 2-91. COMPOSITION, STRUCTURE, POWERS, DUTIES.**

The composition, structure, powers and duties of the Parks Commission shall be those set out as follows:

(A) *Membership.* The Parks Commission members shall exemplify and take an active interest in the city parks, recreation, open space, and greenway programs through active involvement. Additionally, where possible, appointments shall be made in such a manner as to maintain on the Parks Commission at all times a majority of members who have experience with and knowledge of parks, recreation, open space, greenways, tree resource management, planning and development.

(B) *Composition.* The Parks Commission shall be comprised of seven members appointed as follows:

- (1) Seven members: One member to represent each Council ward; and
- (2) Ex-officio- Two members to represent the City Manager.

(C) *Term.* Members shall be appointed for three-year, staggered terms. Initial appoints shall consist of three members with three-year terms, two members with two-year terms, and two members with one-year terms.

(D) *Structure.* The Parks Commission shall be comprised of three subcommittees as enumerated in this section. The Committee of the Whole is charged with the entirety of the duties laid out in division (E) of this section, delegation of specific subcommittee duties as necessary and as indicated. All subcommittees shall report their work, recommendations or actions to the committee of the whole on at least an annual basis. The three subcommittees of the Parks Commission shall be:

(1) *Facilities Committee.* A committee composed of three members, electing among themselves a Committee Chair and a Secretary. The Committee may be supported by any number of volunteers from the community as the Committee may see fit to engage provided such volunteering occurs commensurate to the policies and procedures for volunteer management as adopted by the City.

(2) *Activities Committee.* A committee composed of three members, electing among themselves a Committee Chair and a Secretary. The Committee shall deal primarily with activities and programs. The Committee may be supported by any number of volunteers from the community as the Committee may see fit to engage provided such volunteering occurs commensurate to the policies and procedures for volunteer management as adopted by the City.

(3) *Greenspace Committee.* A committee composed of three members, electing among themselves a Committee Chair and a Secretary. The Committee shall deal primarily with greenspace and environmental management. The Committee may be supported by any number of volunteers from the community as the Committee may see fit to engage provided such volunteering occurs commensurate to the policies and procedures for volunteer management as adopted by the City.

(E) *Duties.* The Parks Commission shall have the following duties:

(1) Study and make recommendations to the City Manager for possible implementation of parks, recreation, open space, and greenway plans, policies, or initiatives.

(2) Educate the general public about the city's parks, recreation, open space, and greenway programs.

(3) Provide assistance necessary to help promote the development of the parks, recreation, open space, and greenway plans as approved by the City Council.

(4) Review and make recommendations to the City Council, in conjunction with the Planning Board, on development tracts which involve the dedication of a component of the city's parks, recreation, open space, or greenway system.

(5) Seek sponsors and grants to help develop the parks, recreation, open space, and greenway system of the city in accordance with master plans and policies adopted by the City Council.

(F) The Parks Commission shall meet at least quarterly, and all meetings shall be open to the public. Subcommittees of the Commission shall meet as necessary and shall give adequate notice of such meetings as provided by law, provided that each committee meet at least annually. Proceedings of the Commission shall be conducted in accordance with *Robert's Rules of Order*. A record shall be maintained of its members' attendance, discussions, findings and recommendations all of which shall be public records. A majority of the sitting members of the Commission shall constitute a quorum for the taking of official action.

(G) It shall be the duty of all members to inform the administrative staff for the Commission of any anticipated absence and notification shall be immediately after receipt of the agenda. A member who misses three consecutive meetings or more than 30% of the meetings in a calendar year loses his status as a member of the Commission until reappointed or replaced by the City Council. Absences due to sickness, death or other emergencies of like nature shall be regarded as approved absences and shall not affect the member's status of the Commission; except,



that in the event of a long illness or other such case for prolonged absence the member may be replaced.

(H) The Parks Commission shall seek diversity and inclusion of all residents in a collaborative, transparent process focused on public participation and engagement.

APPROVED AND ADOPTED, this 19th day of January, 2021.

CITY OF EDEN

BY: \_\_\_\_\_

Neville A. Hall, Mayor

ATTEST:

\_\_\_\_\_  
Deanna Hunt, CMC

City Clerk



# Planning and Inspections Department

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P. O. Box 70, 308 E Stadium Drive, Eden NC 27289-0070/Telephone 336-623-2110/Fax 336-623-4057

## MEMO

**To:** Honorable Mayor and City Council  
**Thru:** Jon Mendenhall, City Manager  
**From:** Kelly K. Stultz, AICP, Director  
**Subject:** CDBG – CV  
**Date:** January 6, 2021

The City of Eden has been awarded \$900,000 of Community Development Block Grant (CDBG) funds for the NC CDBG Coronavirus (CDBG-CV) Program. These funds will be used to help low to moderate income citizens with utility, rent and/or mortgage payments of up to \$1,000 per household.

Attached are the Funding Approval and Grant Agreement that must be executed and returned to the Rural Economic Development Division of the Department of Commerce before these funds will be released.

The Planning and Inspections Department recommends that the City Council authorize the Mayor to execute the documents.



## Community Development Block Grant Coronavirus (CDBG-CV) Program Funding Approval

**1. Name and Address of Recipient**

City of Eden  
301 E. Stadium Drive  
Eden, NC 27288

**2. Grant Number and Funding Approval Date**

Grant Number: 20-V-3501  
Date of Original Funding Approval: 12/17/2020  
Date of Amended Funding Approval:

**3. Approved Projects**

**Approved Amount**

C1 City of Eden

\$900,000.00

**Total Grant Award**

**\$900,000.00**

**4. Funding Approval Conditions**

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

**A. Administration Contracts/Inter-local agreements Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

**B. Use of Experienced CDBG Administrator:**

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

**C. Environmental Condition:**

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

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**D. Performance Based Contract Condition:**

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.


**E. Subrecipient Agreement Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient provides REDD with a copy of the Subrecipient Agreement.

**F. Duplication of Benefits Agreement:**

No funds may be obligated or expended in any project activity except administration activity until REDD receives the DOC Duplication of Benefits Agreement signed by the Chief Elected Official or a designee by Resolution from the local governing body.

**5. Signature of Authorized Official**

  
\_\_\_\_\_

12/17/2020

Name

Iris C. Payne

Date

  
\_\_\_\_\_

Title

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**6. Signature of Authorized Local Official**

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_



**NC DEPARTMENT**  
*of* **COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT

## Grant Agreement

### Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and, **City of Eden** on this 17<sup>th</sup> day of December, 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the **City of Eden**, (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means the **City of Eden**, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of **\$900,000** except as modified.

- (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.
  - (f) The date for receiving the grant means the date of the REDD Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
  3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG\_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this

Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC's Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.
8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.



11. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.
12. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
13. Expenditure of Non-CDBG-CV Funds. The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
14. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.
15. Fair Housing. Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.
16. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
17. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical

targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG-CV assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.
19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.
20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.
22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
  - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
  - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
  - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
  - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically

handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
  - c. Americans with Disabilities Act [“ADA”] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.
27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.
28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division [“REDD”] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes,

protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.
31. Schedules
- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**
- (c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to REDD by (September 17, 2023)**
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
- **Environmental – 4 months (April 17, 2021)**
  - **Equal Employment and Procurement Plan – 4 months (April 17, 2021)**
  - **Fair Housing Plan – 4 months (April 17, 2021)**
  - **Section 3 Plan – 4 months (April 17, 2021)**
  - **Section 504 Plan – 4 months (April 17, 2021)**
  - **Language Access Plan – 4 months (April 17, 2021)**
  - **Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)**
  - **Request for Release of Funds – 5 months (May 17, 2021)**

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.

32. Scope of Work (Attachment A): Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. Progress Report. Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC's reporting requirements to HUD.

34. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: December 17, 2020

By:   
Iris C. Payne, CDBG Program Director, REDD

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

\_\_\_\_\_  
Name of Recipient

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Title)

## Attachment A

### CDBG-CV Scope of Work

#### A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina's CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

#### B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the particular County/City/Town of Eden.

#### C. Designated Activities

The Recipient shall only perform the following approved activities:

ACTIVITY	ACTIVITY TYPE	NATIONAL OBJECTIVE	DESCRIPTION
Public Service	Subsistence Payment	LMI Direct Benefit	Provide emergency rent, utility, and/or mortgage payments to vendors on behalf of LMI households.
Public Facilities and Improvements	Senior Center	LMI Limited Clientele	
Special Economic Development Assistance	Financial Assistance	LMI Jobs	



**City of Eden**

**Parks & Recreation Department**

January 7, 2021

To: Honorable Mayor and City Council

Thru: Terry Vernon, Director of Recreation and Jon Mendenhall, City Manager

From: Carla Huffman, Recreation Supervisor

Re: Senior Technology Program

The Garden of Eden Senior Center has the opportunity to receive a grant that will allow us to offer additional senior technology classes at our site. The grant is for \$12,250 to purchase Ipads, and tablets for participants to check out and take home for practice during the 8-week class. It will also pay for the data, curriculum and includes funds to train our teachers and pay for the instructor. The city will be reimbursed for these purchases and will not have to spend any money for this program.

We would like consent from the City Council for the City of Eden to move forward with this grant opportunity.



September 1, 2020 through September 30, 2021

**AGREEMENT FOR THE PROVISION OF SUPPORTIVE SERVICES – SENIOR CENTER TECHNOLOGY  
TRAINING PROGRAM FUNDED BY  
THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT**

This Agreement, entered into as of this 1st day of September 2020, by and between City of Eden (hereinafter referred to as the "Service Provider") and the Piedmont Triad Regional Council Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnessed That:

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law March 27, 2020 and appropriated funds for Home and Community Based Services (HCBS) under Title III of the Older Americans Act, as amended (OAA) for qualified older adults.

WHEREAS, the President declared North Carolina a Major Disaster Area on March 25, 2020, action which opened the state, local governments and eligible nonprofit organizations for emergency funding in response to the coronavirus outbreak;

WHEREAS, the Area Agency received funding through the Coronavirus Aid, Relief and Economic Security Act (CARES Act) for Home and Community Based Services (HCBS) under Title III-B of the Older Americans Act as amended; and

WHEREAS, these funds will help providers make the Title III-B supportive services senior center technology training program available to older adults experiencing hardship as a result of the COVID-19 public health emergency; and

WHEREAS, based on the Intrastate Funding Formula, the Service Provider has been awarded funds as stated below:

<b><u>Service Provider</u></b>	<b><u>Amount</u></b>
Garden of Eden Senior Center - Technology	\$4,800
Garden of Eden Senior Center – Data	\$3,950
Garden of Eden Senior Center – Classes	\$3,500

NOW THEREFORE, the parties hereto agree as follows:

1. Compliance with Regulations - The Service Provider agrees to comply with the Division of Aging and Adult Services Standards, Monitoring Guidelines and Section 3 and 4, of the N.C. Home and Community Care Block Grant Manual, 1997, where applicable and rules and regulations promulgated by the Administration for Community Living and the N.C. Division of Aging and Adult Services for the CARES Act. In addition, the Service Provider agrees to perform services in full compliance with the Older Americans Act of 1965 as amended.

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2. Project Period - The project period for this Agreement is September 1, 2020 through September 30, 2021. All CARES Act funds must be obligated by September 30, 2021, with final liquidation accomplished by December 30, 2021.
3. Match – Under CARES Act funding, the Provider shall not be required to provide service match for Home and Community Based Services.
4. Administrative Costs - CARES Act funds under this Agreement include no allocations for administrative costs.
5. Grant Application- The Service Provider agrees to carry out the services and/or activities identified in the Supportive Services Senior Center Technology Training Program Grant Application, and the Grant Application is herein incorporated into this Agreement by reference.
6. Impact of Revocation of Disaster Declaration - Revocation of the Major Disaster Declaration may have an effect on purchase of CARES Act supportive services. Purchase of services provided under this Agreement shall extend until the declaration ends, pending availability of funds. Guidance from the Division of Aging and Adult Services will be provided on the effect of revocation of the disaster declaration on the purchase of CARES Act Supportive Services – Senior Center Technology Training Program after the declaration ends but before the end of the project period, September 30, 2021.
7. Client Eligibility – Clients must be age 60+.
8. Reimbursement - The Area Agency agrees to reimburse up to the total amount stated herein for the project period SEPTEMBER 1, 2020– SEPTEMBER 30, 2021. The terms set forth in this Agreement for payment, continuation, or renewal are contingent upon the receipt of funds by the Area Agency.
9. Grant Administration. The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Agreement shall be given and to whom matters relating to administration or interpretation of this Agreement shall be addressed. The grant administrator for the Area Agency shall be Adrienne Calhoun, Director of the Area Agency on Aging. The grant administrator for the Service Provider shall be City of Eden Parks and Recreation Director. It is understood and agreed that the grant administrator shall represent the Service Provider in the performance of this Agreement. The Service Provider shall notify the Area Agency in writing if the administrator changes during the grant period.
10. Assignability and Contracting. The Service Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with this CARES ACT funding shall be carried out in accordance with the procurement and contracting policy of the service

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provider or, where applicable, the Area Agency, and which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36.

Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.

11. Uniform Guidance procurement policy compliance statement – The purchase of any goods or services under this Agreement must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 CFR Part 200).
12. Compensation and Payments to the Service Provider. The Service Provider shall be compensated for Supportive Services – Senior Center Technology Training Program provided under this Agreement by payments to be made by the Area Agency. The Service Provider shall be compensated for the costs of Technology and Data upon receipt by the Area Agency of the Senior Center CARES Technology Project Expense Reimbursement Form accompanied by copies of invoices and proofs of payment for each item. The Service Provider shall be compensated for the cost of Classes upon receipt by the Area Agency of the Senior Center CARES Technology Project Expense Reimbursement Form accompanied by attendance sheets for each session of the class. The Area Agency's obligation to pay the Service Provider any amount under this Agreement is conditioned upon receipt of funds from the North Carolina Division of Aging and Adult Services. Total reimbursement to the Service Provider under this Agreement may not exceed the amount specified herein.
13. Reimbursement of Service Costs. Reimbursements of costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Service Providers, Revised February 17, 1997.
14. Documentation and Service Provision – Services funded through CARES Act funding under this Agreement must be tracked separately from the Home and Community Care Block Grant. Supportive Service – Senior Center Technology Training Program providers are required to follow the North Carolina Division of Aging and Adult Services' standards.
15. Reporting Requirements. The PTRC Area Agency on Aging will complete all data entry in the ARMS system. The service provider will keep accurate financial and programmatic records; and will accommodate other requests by the Piedmont Triad Regional Council Area Agency on Aging. Further reporting guidance will be forthcoming from DAAS.
16. Reallocation of Funds and Budget Revisions. Any reallocation of CARES Act funding between agencies shall be voluntary on the part of the Service Provider and shall be effective only for the period of the Agreement. If during the performance period of the Agreement, the Area Agency determines that a portion of the funds will not be expended, the grant

administrator for the Service Provider shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other agencies within the county.

17. License and Permits. The Service Provider shall maintain all required licenses, permits, bonds, and insurance required for carrying out this contractual service as specified. The Service Provider shall notify the Area Agency immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds or insurance shall be a basis for the Area Agency to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.
18. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>. The monitoring of services provided under this Agreement shall be carried out by the Area Agency in accordance with its Assessment Plan.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual at <http://www.ncdhhs.gov/document/section-308-aaa-policies-and-procedures-manual>. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

Community service providers shall submit all subcontracts to the Area Agency. The community service provider shall be responsible for the performance of all its subcontractors. Subcontract(s) must include at a minimum 1) the full scope of work, 2) deliverables, and 3) appropriate references to service standard requirements. All community service providers who subcontract shall annually complete a "Subcontractor Performance Evaluation" (SPE) form on each subcontractor and submit these SPE forms to the Area Agency.

19. Disputes and Appeals. When there is a question of fact arising under this Agreement, the Service Provider's grants administrator shall identify the issue in writing to the Director of the Area Agency on Aging. The Director shall promptly furnish a decision in writing. If the Service Provider believes it will be harmed by the decision, the grants administrator may appeal the Director's decision by submitting a written request for a hearing to the Director. The request must state the grounds for the appeal and must be submitted within ten (10) calendar days of the adverse decision. Thereafter, the AAA shall provide the Service Provider with a copy of the Piedmont Triad Regional Council Area Agency on Aging Appeals Process and shall implement the process provided for therein.

As provided in the AAA Appeals Process, a decision by the Regional Advisory Council on Aging is final unless within ten (10) days of receipt of the decision, the Service Provider

submits a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services with a copy sent to the AAA and to the Chair of the Board of County Commissioners. Appeals to the Division of Aging and Adult services shall be addressed to:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services.

20. Termination for Cause. If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Service Provider Administrator and the Chairman of the Board of the Service Provider Agency written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
21. Audit. The Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB).

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. The Department of Health and Human Services will provide confirmation of federal expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>

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The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23, NCAC 03M section .0100, and OMB Uniform Guidance CFR 2 Part 200 based upon funding received and expended during the service provider’s fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting / Due Date
Less than \$25,000 in State or Federal funds	Certification Form and State Grants Compliance Reporting: <\$25,000 ( <i>item #11, Activities and Accomplishments does <u>not</u> have to be completed</i> ) <b><u>OR</u></b> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification Form and State Grants Compliance Reporting: >\$25,000 and Schedule of Receipts and Expenditures <b><u>OR</u></b> Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N/A
\$500,000+ in State funds <u>but</u> Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use State funds, <u>not</u> Federal Funds
\$500,000+ in State funds, <u>and</u> \$750,000+ in Federal pass through funds (i.e \$1,000,000)	Audited Financial Statement in compliance with OMB Uniform Guidance2 CFR Part 200 (i.e., Single Audit)	May use State and Federal funds
Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance2 CFR Part 200 Uniform Guidance2 CFR Part 200 (i.e., Single Audit)	May use Federal funds, but <u>not</u> State funds.

**22. Audit/Assessment Resolutions and Disallowed Cost.** It is further understood that the Service Provider is responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph twenty (20). The

Area Agency can recoup any required payback from the Service Provider in the event that payback is due to a Service Provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.

23. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Service Provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
24. Data to be Furnished to the Service Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Service Provider shall be furnished to the Service Provider without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Service Provider in the performance of the Service Provider's duties under this Agreement.
25. Rights in Documents, Materials and Data Produced. The Service Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Service Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and/or other electronic materials. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.
26. Disposition of Assets. As stated in the CARES Act Uniform Guidance procurement policy compliance statement, the purchase of any goods or services under this Agreement must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Office of Management and Budget Guidance, Uniform Administrative Requirements for Federal Awards, Equipment (**2 C.F.R. Part 200.313 Equipment**). Title in such assets vests with the Sub-grantee but certain conditions stated in the Uniform Guidance apply. In particular, Sub-grantees who use Federal funds to purchase assets for use under Federal assistance awards are required to request disposition instructions from the Piedmont Triad Regional Council when the Federally-funded assets are no longer needed for the authorized purpose. Sub-grantees may also be required to compensate the awarding agency (PTRC) if they sell the equipment or retain it for use on activities not sponsored by the Federal government. All capital assets with a purchase price of \$5,000 or more must be evaluated by the Sub-grantee to determine fair market value in the case of proposed sale or use in its activities that are not federally sponsored. However, if the capital asset's current fair market value does not exceed \$5,000, the Sub-grantee may dispose of it with no further obligation to Piedmont Triad Region Council.

27. Conflict of Interest

- a. Interest of the Board of Provider Agency. The Community Service Provider covenants that neither the Board of Community Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
  - b. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
  - c. Any conflict or potential conflict of interest, or the appearance of a conflict of interest as described shall be reported by a member of the governing board to that board and by an employee to the employee's supervisor immediately, whereupon a process shall be conducted to identify whether a conflict of interest exists and if so, to implement the prescribed course of action.
28. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
29. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents. The community service provider further agrees it will establish procedures to reduce the risk of accidental disclosures from data processing systems and that it will develop and implement a process to immediately notify the Division of Aging and Adult Services of suspected or confirmed security incidents and data breaches.
30. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with



the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. Confidential records, including electronic records, must be destroyed in such a manner that the data, metadata, and/or physical media cannot be read or reconstructed.

The NCDHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

31. Amendments. The terms of this Agreement may only be amended with a written Contract Amendment executed by both Parties.
32. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Service Provider have executed this Agreement as of the day first written above.

City of Eden

Attest:

\_\_\_\_\_

Deanna Hunt, City Clerk

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

Jon Mendenhall, City Manager

**Piedmont Triad Regional Council**

Attest:

\_\_\_\_\_

Adrienne Calhoun, Director  
Area Agency on Aging

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

Matthew L. Dolge, Executive Director  
Piedmont Triad Regional Council

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

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

Jarrod R. Hand Finance Director  
Piedmont Triad Regional Council